

◆ HARRISON VARMA JOINERY ◆

TERMS AND CONDITIONS OF ORDER

1. DEFINITIONS

HVJ Contract means any company within the Harrison Varma Joinery Group of companies means any Contract for the purchase or supply of Goods and/or Services by HVJ from the Supplier.

Goods means the Goods and/or Services specified in the Order and all parts or components of them as specified in the Order.

Order means HVJ Order printed overleaf to the Supplier in respect of the Goods.

Supplier means the Supplier to whom the Order is issued.

Legal obligations means any present or future statute, statutory instrument or by law, or any present or future regulation, order, direction, code of practice or requirement of any statutory, public, local or other competent authority or court of competent jurisdiction in so far as it relates the Goods or Services to be supplied or to its use irrespective of the person on whom the obligation is imposed.

2. EXISTENCE OF CONTRACT

No Contract shall come into existence until the Supplier accepts HVJ's Order in compliance with the Order. The Contract shall incorporate the Order and any specifications or conditions referred to in it, the terms and conditions set out below and all terms and conditions implied by law. HVJ may from time to time notify the Supplier in writing that it proposes to alter, add or abrogate any provisions of these terms and conditions giving details of the proposed alteration, addition or abrogation. Unless the supplier within 28 days of that notice notifies HVJ in writing that it objects to them, the alteration, addition or abrogation shall be deemed to be agreed and shall take effect accordingly. These conditions shall be incorporated in the Contract to the exclusion of any terms or conditions stipulated or referred to by the Supplier.

3. TERMS OF PAYMENT

Unless otherwise stated in the purchase order, payment will be made within 21 days of invoice.

4. DELIVERY

HVJ shall have no responsibility for packing materials or cases and the Supplier shall adequately pack and protect Goods against damage and deterioration and deliver them not earlier or later than the time or times specified in the Order at the delivery point(s) specified in the Order or as HVJ directs.

The Supplier shall be responsible for any expenses incurred to deliver any incorrectly delivered Goods to the correct delivery point or return any items delivered in excess of the quantity specified in the Order.

Deliveries must be made on the date required and agreed in advance with HVJ. No responsibility will be accepted by HVJ for abortive costs if deliveries are not on time.

All deliveries must be made by vehicles suitable for site conditions, compliant with site Health and Safety regulations, and with offloading facilities unless otherwise agreed. It is the Supplier's responsibility to establish site conditions and site Health & Safety regulations in force at the time of delivery.

All delivery vehicles accessing sites must carry written method statements for offloading.

5. PASSING OF TITLE AND RISK

Notwithstanding any other terms and conditions it is an overriding condition of this Supply Contract that the Supplier warrants he holds title to all Goods supplied. Title and risk in the Goods passes on the date (if any) specified in the Order and if none is specified on the physical delivery of the Goods in accordance with the Order.

6. TERMINATION/REJECTION

If the Supplier defaults in any of its obligations under the Contract, becomes insolvent, has a receiver appointed of its business or is compulsorily or voluntarily wound up or HVJ believes that any such events may occur HVJ shall be entitled, at its discretion without prejudice to any other remedy, to suspend the performance of or terminate the Contract by written notice, and in the event of termination to keep or take possession of any of the Goods belonging to HVJ. If any Goods do not conform to the Order or the Contract on any grounds at all (including without limitation by reason of quality or being unfit for the purpose for which they are required) HVJ shall be entitled at its discretion without prejudice to any other remedy to exercise anyone or more of the following rights:-

- reject the Goods in whole or part
- permit the supplier to replace, repair or reinstate the Goods so that they conform to the Order or Contract and
- carry out or will have carried out at the Supplier's expense such work as is necessary to conform the Goods to the Contract or Order.

If HVJ terminates the Contract the Supplier shall return to HVJ all payments made and if HVJ rejects any goods the Supplier shall return any payments already made for the rejected Goods. Where on termination HVJ elects to keep or take any Goods it shall account to the Supplier for them as a proportion of their price or value to HVJ whichever is less but otherwise no compensation shall be payable to the Supplier on termination or rejection.

HVJ also reserve the right to charge an administration fee equal to 25% of the balance of HVJ liabilities upon any company threatening or going into administration, liquidation or receivership.

7. HVJ's RIGHTS IN SPECIFICATIONS, PLANS, PROCESS INFORMATION ETC

Any specifications, plans, drawings, process information, patterns or designs supplied by HVJ to the Supplier in connection with the Order shall remain the property of HVJ and any information derived there from or otherwise communicated to the Supplier in connection with the Order shall be kept secret and shall not, without the written consent of HVJ, be published or disclosed to any third party, or made use of by the Supplier except for the purpose of implementing the Order. Any specifications, plans, drawings, process information, patterns or designs supplied by HVJ must be returned to HVJ on fulfillment of the Order.

8. FREE-ISSUE MATERIALS

Where HVJ for the purposes of the Order issues materials "free of charge" to the Supplier such material shall be and remain the property of HVJ. The Supplier shall maintain all such materials in good order and condition subject, in the case of tooling, patterns and the like, to fair wear and tear. The Supplier shall use such materials solely in connection with the Order. Any surplus material shall be disposed of at HVJ's discretion. Waste of such materials arising from bad workmanship or negligence of the Supplier shall be made good at the Supplier's expense. Without prejudice to any other rights of HVJ the Supplier shall deliver up such materials whether processed or not to HVJ on demand.

9. HAZARDOUS GOODS

Hazardous goods must be marked by the Supplier with international danger symbols and display the name of the materials in English. Transport and other documents must include a declaration of the hazard and the name of the materials in English. Hazardous Goods must be accompanied by emergency information in English in the form of written instructions, labels or markings. The Supplier shall observe the requirements of UK and international agreements relating to the packing, labeling and carriage of hazardous goods.

All information held by, or reasonably available to, the Supplier regarding any potential hazards known or believed to exist in the transport, handling or use of the hazardous goods supplied shall be promptly communicated to HVJ.

10. NO WAIVER

The failure by HVJ to enforce any of these terms or conditions does not in any way release,

exonerate or affect the liability of the Supplier, or act as a waiver of these terms and conditions and the right of HVJ at any time afterwards to enforce each and every term and condition.

11. WARRANTY

The Supplier shall, at its own expense, make good any defects which under the proper use appear in the Goods during a period beginning on their delivery and ending 12 months after their delivery, or for any other defects period stipulated by HVJ in the Order.

12. LOSS AND INDEMNITY

The Supplier shall indemnify and keep indemnified HVJ against all loss, damage or injury to HVJ, any claim in respect of loss, damage or injury made against HVJ by third parties and any costs expenses arising in connection with them which result from the Supplier's failure to comply with the Order or Contract (whether negligent or otherwise) and in particular resulting from any defect in the Goods or their materials, construction, workmanship or design (to the extent that the Supplier is responsible for design) or any claim that any goods prepared or supplied under the Order or Contract except exclusively in accordance with a design or instruction given by HVJ infringe or are alleged to infringe the rights of any third party claimed under or in connection with any patent, registered design, copyright or breach of confidence. The Supplier shall at all times be fully insured with a reputable insurer against all insurable liability under the Contract for at least the sum of £5,000,000 for any one claim, unlimited in any one period of insurance. The Supplier shall provide evidence of renewed insurance 14 days before expiry of the old, a hard copy of the renewed documentation shall be sent to HVJ's Head Office. The Supplier shall provide all facilities, assistance and advice required by HVJ or its insurers for the purpose of contesting or dealing with any action claim or matter arising out of the Supplier's performance or purported performance of or failure to perform the Contract.

13. EQUIPMENT AND MATERIALS

The Supplier shall provide at its own risk, cost and expense all equipment and materials (save for free-issue materials) necessary for the performance of the Contract. The Supplier shall be responsible for the security of all equipment and materials used by the Supplier in the performance of the Contract and HVJ shall be under no liability in respect thereof. For the avoidance of doubt, this shall include all equipment and materials left unattended or unguarded on site for any period.

14. STATUTORY AND OTHER REQUIREMENTS

The Supplier undertakes that the Goods are safe and without risk when properly used and comply in all respects with all Legal Obligations in force at the date of delivery. The Supplier shall supply in respect of the Goods such information about the use of them as is required by the Legal Obligations and enables HVJ to comply with them so far as is required by law.

15. ASSIGNMENT AND SUB-LETTING

The Supplier shall not assign or sub-let the Contract in whole or in part without first obtaining HVJ's written consent. It shall be a condition of any such consent to any sub-letting of the Contract that the Supplier shall:-

ensure and be responsible for the compliance by any Sub-contractor with the terms of the Contract, and

include in the Sub-contract provisions consistent with these conditions for the benefit of and enforceable by HVJ, and furnish HVJ with copies of any Sub-contract upon HVJ's request at any time.

16. LAW AND JURISDICTION

These terms and conditions shall be governed by English Law and the Supplier consents to the exclusive jurisdiction of the English courts in all matters regarding it.

17. NOTICES

Any notice to be given under these terms and conditions shall be in writing and shall be sent by first class mail or by fax (confirmed by first class mail) to the address of the relevant party or to the relevant fax number, or such other addresses or fax number as HVJ or the Supplier may from time to time notify one to the other. Notices will be deemed to have been received two working days after the day of posting or one working day after the transmission in the case of fax messages, but only if a transmission report is generated by the senders fax machine confirming transmission.

18. TIME OF THE ESSENCE

Time shall be of the essence of any Contract.

19. ANTI CORRUPTION

19.1 The Supplier shall not do, and warrants that in entering the contract it has not done, any of the following (hereafter 'prohibited acts')

(a) offer, give or agree to give any employee, officer or servant of HVJ any gift or consideration or any kind of inducement or reward

- (i) for doing or not doing (or having done or not having done) any act in relation to the obtaining or performance of this or any other contract with HVJ, or
- (ii) for showing or not showing favor or disfavor to any person in relation to this or any other contract with HVJ

(b) enter into this or any other contract with HVJ in connection with which commission has been paid or has been agreed to be paid by him or on his behalf, or to his knowledge, unless before this Agreement is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to HVJ.

19.2 If the Supplier, its employees, agents or any Sub-Contractor (or anyone acting on its or their behalf) does any of the prohibited acts or commits any offence under the Prevention of Corruption Acts 1889-1916 with or without the knowledge of the Supplier in relation this or any other contract with HVJ, HVJ shall be entitled:

- (a) to terminate this Agreement and recover from the Supplier the amount of any loss resulting from the termination;
- (b) to recover from the Supplier the amount or value of any such gift, consideration or commission;
- (c) to recover from the Supplier any other loss sustained in consequence of any breach of this condition, whether or not this Agreement has been terminated.

19.3 In exercising its rights or remedies under this condition, HVJ shall:

- (a) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person performing, the prohibited act;
- (b) give all due consideration, where appropriate, to action other than termination of any Contract, including (without being limited to):
 - (i) requiring the Supplier to procure the termination of a Sub-Contract where the prohibited act is that of a Sub-Contractor;
 - (ii) requiring the Supplier to procure the dismissal of any employee (whether his own or that of a Sub-Contractor) where the prohibited act is that of such employee.

20. SITE MATTERS

Where Goods are brought onto site personal protective equipment must be provided and used by the driver and any other operatives, and the Supplier shall at all times comply with the site health and safety regulations and HVJ Safety Policy. It is a condition of this Supply Contract that the Supplier shall visit the site prior to delivery and satisfy himself as to conditions. The Supplier will be deemed to be fully aware of all site conditions.