



St Piran  
HOMES

# terms of purchase

## Inspection, Acceptance and Rejection of Goods

### 1. DEFINITIONS

- 1.1 "The Company" means St Piran Homes. Limited.
- 1.2 "The Goods" means the article, materials, goods or services to be supplied under the Order
- 1.3 "The Main Contract" means the contract (if any) between the Company and an employer, for the Company to undertake works for which the Goods are required. Details of this contract can be inspected at the address(es) shown on the Order
- 1.4 "The Order" means these terms and conditions and any other provisions set out in or incorporated by reference in this order
- 1.5 "The Supplier" means the party to whom the Order is addressed.

### 2. BASIS FOR PURCHASE

- 2.1 The supply of the Goods shall be subject to the terms and conditions stated herein save that in the event of any conflict becomes the Main Contract, these terms and conditions and any other provisions of the Order the order of priority shall be the Main Contract followed by the other provisions of the Order followed by these terms and conditions.
- 2.2 Unless otherwise agreed in writing by the Company, the Company contract is on these terms and conditions and the Supplier shall be deemed to accept these terms and conditions to exclusion of all others including the Supplier's offer acceptance, acknowledgement or delivery.
- 2.3 The Contracts (Rights of Third Parties) Act 1999 is expressly excluded from this order

### 3. PRICE AND PAYMENT

- 3.1 The price payable for the Goods shall be the VAT exclusive fixed price specified in the Order and, unless specified otherwise, shall be inclusive of all taxes (excluding VAT), duties and expenses in respect of the Goods, Packaging, Insurance and delivery. Upon request from the Company, the Supplier will provide written details of the Insurance cover, which it maintains.
- 3.2 No variation in price will be accepted unless notification has been given to the Company of such a variation and the Company's written approval has been obtained thereto prior to the execution of the order. Prices shown include delivery to site unless otherwise stated and all necessary packing and containers.
- 3.3 The supplier shall collect (or if so agreed the Company shall return) any pallets or cases used in packaging on request of the Company and at the Supplier's risk and cost.
- 3.4 Each consignment shall be accompanied by a separate advice note followed promptly by an invoice and (where delivery of the Goods is by more than one consigned) monthly statements.

- 3.5 Payment shall be due at the end of the month following the date of the delivery or date of receipt of the invoice, whichever is the later, Invoices not received by the 22nd of the month will be treated as received in the next month for payment purposes.
- 3.6 On payment by the Company the discounts shown on the order shall be allowed. We reserve the right to refuse liability and return invoices not quoting Order No. and delivery address. Settlement discounts shall be allowed; Irrespective of the date payment is made.

### 4. DELIVERY

- 4.1 The Supplier shall deliver the Goods by the date or within the time specified in the Order. Where no date or time is specified the Supplier shall deliver the Goods within a reasonable time. Delivery of the Goods shall be made to the address detailed on the Order or as otherwise agreed between the Company and the Supplier. If the Goods are not delivered on time the Company may without liability cancel the Order or any part of it, purchase the unsupplied Goods elsewhere and recover any difference in price from the Supplier as a simple contract debt or set it off against any monies owing to the Supplier whether in connection with this Order or otherwise.
- 4.2 Time shall be of the essence in the performance by the Supplier of its obligations hereunder provided that, in the event of any contract of the Company with its Employer being cancelled, delayed, interrupted or otherwise restricted by force majeure, lock-outs, strikes of workmen or any other cause beyond the control of the Company then the Company shall be at liberty to defer the date of delivery or to cancel the order
- 4.3 Quantities shown upon this Order must not be exceeded. Any increase in quantity will only be authorised by a further order.

### 5. TITLE AND PASSING OF RISK

- 5.1 Risk in the Goods shall pass to the Company once the Goods have been accepted by the Company in accordance with Clause 7.
- 5.2 Title to the Goods shall pass to the Company once the Goods have been accepted by the Company in accordance with Clause 7.
- 5.3 Title to the Goods shall pass to the Company either on acceptance of the Goods whichever is the sooner

### 6. WARRANTY

- 6.1 The Supplier warrants that:
  - 6.1.1 The goods comply with all the Company's stipulations as to quality, quantity, standards and description. Unless otherwise specified such goods or materials shall further comply with the relevant current British Standard.

6.1.2 The design, construction and quality of the goods to be supplied by them comply in all respects within the statutory rule, order or regulations which may be in force at the time and further that the sale or use of the goods by the Company would not impinge any British or Foreign patents, trade mark, trade name or registered design. The supplier undertakes to indemnify the Company against loss, damage, liability cost of expense, which the Company may suffer or incur by reason of any breaches of the said warranties.

6.1.3 The goods are fit for the purpose which the Company has made known to the Supplier of where the Company does not make any purpose known to the Supplier for the purpose for which the Goods are normally used; and

6.1.4 Of the quality, quantity and description stated in the Order and in accordance with any requirements of the Main Contract.

## 7. INSPECTION ON DELIVERY

7.1 All Goods supplied must be in accordance with the Company's instructions and shall be subject to the inspection and approval of the Company and of the person or persons responsible for inspection and approval under the terms of the Main Contract. Such inspection does not relieve the Supplier of any responsibility under the terms of the Order

7.2 All goods or materials shall be delivered against the signature at the premises of a person authorised by the Company to receive them. Such signature will conclude acknowledgement that the goods or material have been received and will not serve as an acknowledgement by the Company that the provisions of Clause 6 have been complied with.

7.3 Goods delivered cased or wrapped are deemed not to have been examined and accepted in accordance with this Order at the time of delivery.

7.4 The Company may reject any Goods, whether delivery has been accepted or not, which are not fit for the purpose for which they are supplied or which do not comply with the warranties given by the Supplier under Clause 6 and (without prejudice to any other remedies and which may be available to the Company) may return the rejected Goods to the Supplier at the Supplier's risk and cost.

7.5 The Supplier shall be solely responsible for and shall indemnify the Company against, any loss, damage, expense or injury whatsoever (including consequential loss) caused to the Company or to any third party by any third party by any defect in the goods or materials supplied or any other failure to comply with the standards laid down in Clause 6,

7.6 In the event of the Goods being rejected the Company may either require the Supplier to immediately supply further Goods in accordance with the Order or obtain similar Goods from other sources and recover any difference in price themselves. Supplier as a simple contract debt or set it off against any monies owing to the Supplier whether in connection with this Order or otherwise.

7.7 Where the Supplier is nominated under the terms and conditions of the main Contract the Goods are deemed to be supplied fully in accordance with the conditions of such nomination by the Architect or other supervising officer engaged on behalf of employer under the Main Contract.

## 8. LIABILITY AND INDEMNITY

8.1 The Supplier shall insure against, be liable for and shall fully indemnify the Company in respect of all actions, suits, claims, demands, costs, charges, expenses and losses (including but not limited to indirect, special or consequential loss and loss of anticipated profit) arising from:

8.1.1 Damage or destruction of property, personal injury or death caused by defects in the Goods whether or not the Goods have

been incorporated into the Company's own goods; or

8.1.2 Any breach or non-performance of the Supplier of its obligations under the Order or any statutory provision or by the negligence of the Supplier its employees, agents and subcontractors.

## 9. STATUTORY AND OTHER REGULATIONS

9.1 The Supplier shall comply with all relevant laws and regulations including (but not limited to) the Health and Safety at Work Act 1974 and in particular where the Goods are or include Hazardous Substances within the meaning of Regulation 2(l) of the Control of Substances Hazardous to Health Regulations 1958 (or any amendments thereto) the Supplier shall supply forthwith full details in writing of such substances to the address from which this Order originated and to the address to which the substance is to be delivered together with any additional supported information which the Company may request

9.2 The Supplier shall ensure that any employee agent or subcontractor of the Supplier involved in the delivery of the Goods to the site shall carry and wear a helmet in designated areas in accordance with the Construction (Head Protection) Regulations 1989.

## 10. TERMINATION

The Company may without any liability whatsoever to the Supplier terminate in whole or in part any undelivered part of the Order by notice in writing to the Supplier. In such event the Company shall pay to the Supplier the pro rata invoice value of Goods actually received and accepted by the Company at the date of receipt of the notice referred to above. The Company shall have no further liability to the Supplier as a result of termination of the Order

10.1 Breach by the Supplier of any of the terms and conditions shall enable the Company summarily to cancel this Order by notice in writing. The Company shall not be liable to the Supplier for any resulting loss including consequential loss.

## 11. FORCE MAJEURE

The Company shall not be liable for any delay or failure to take delivery of the Goods caused by any event beyond its reasonable control. In such event the Supplier shall arrange, at its own cost, suitable storage and insurance for the Goods until a new time for delivery is notified to the Supplier by the Company, or until termination of the Order in accordance with Clause 10 (which ever is the sooner).

## 12. ASSIGNMENT OF ORDERS

12.1 The Supplier will not sublet or assign the Order or any part of it without the prior written consent of the Company.

12.2 In any case where the Order is sublet or assigned the Supplier will ensure that all parties agree to be bound by any applicable terms of the Order and such assignment shall in no way limit or affect the obligations of the Supplier to the Company under the Order

## 13. WAIVER

The failure of the Company to insist upon the strict performance of any of the terms and conditions of the Order shall not be construed as a waiver of any such term or condition and shall in no way affect the Company's right to enforce such a provision later.

## 14. SEVERABILITY

If any of the conditions of the Order becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining conditions shall not be affected.

## 15. GOVERNING LAW

The Contract shall be governed by English law and the parties submit to the non-exclusive) jurisdiction of the English Courts.