

PURCHASE ORDER CONDITIONS

- No account will be recognised by us unless covered by a written order from us on our official order form.
- Unless otherwise agreed in writing the goods ordered shall be delivered to the address stated at the seller's risk. The property in the goods shall pass when they are delivered to the address stated and are signed for by our authorised servant or by an agent appointed by us, provided that a carrier shall not be regarded as an agent for this purpose.
- Unless otherwise agreed in writing, the price stated in our order shall include the cost of delivery to the address stated and the cost of all inspections and tests which may be required by us or the Engineer or Superintending Officer. All goods delivered pursuant to this order shall be accompanied by a delivery note which shall be delivered with the goods at the address stated.
- All goods supplied or work executed against any order are to comply with the stipulated Specification and are to be of the best materials and workmanship, and are to be to the entire satisfaction of ourselves and the Engineer or Superintending Officer. All such goods supplied and all work executed to our order must comply with any statutory or other requirements imposed by Law. All goods supplied shall be clearly and conspicuously labelled and shall be accompanied by any appropriate instructions for use. Access is to be given by you to enable us or the Engineer or Superintending Officer to inspect the goods at all stages of manufacture and to execute or to witness tests.
- The seller shall undertake to commence delivery at such time as we shall reasonably require and shall complete delivery by the required date. Unless otherwise agreed in writing time shall be of the essence of the Contract so far as delivery dates are concerned. In the event of delay on the part of the seller in commencing or completing delivery we shall without prejudice to other rights and remedies available to us be entitled to terminate the Contract forthwith without further liability on our behalf by giving notice in writing to the seller and the seller shall thereupon be responsible for the costs and expenses incurred by us as a result of the delay and in obtaining alternative supplies of the goods. We further reserve the right to refuse to accept delivery or pay for goods delivered after the required date.
- We bring to your notice that the goods ordered are for incorporation into the works of the Main Contract named in the order. The Main Contract is subject to liquidated damages for delay and delay in the supply of goods could render us liable for liquidated damages for delay and/or liable for damages for breach of Contract.
- The seller shall make good by replacement or otherwise at our option any defects in the goods supplied or work executed and shall bear the cost of any expenses incurred by us for the consequences of such defects.
- No increase in price in respect of any goods or work ordered by us over the price stated in our order shall be recognised unless that increase has been confirmed by our written variation order.
- The seller shall indemnify us in respect of all claims against us in connection with the goods arising from any actual or alleged infringement of any letters patent, registered design, or trade mark and any expense whatsoever incurred by us in connection therewith.
- Before entering any premises or Contract site in order to perform the terms of any Contract between us either for the supply of goods or execution of work the seller shall provide and maintain in full force and effect Employers Liability insurance and adequate Public Liability insurance. The seller and his employees, agents and visitors enter such premises or site at their own risk and we will accept no liability for any claims or losses whatsoever which are not attributable to our wrongful act or default. The seller shall fully and effectually indemnify us from and against all claims, demands and liabilities whatsoever and howsoever arising from or in consequence directly or indirectly of such entry unless such claim, demand or liability shall be attributable to our wrongful act or default. The said Policies are to be endorsed with the usual indemnity to Principals clause to cover both us and our Employers and produced for our inspection together with receipts of the premiums upon request.

- We have a Safety Policy which is enforced on all sites and suppliers, sub-contractors, their agents and employees are required to conform strictly to this Policy. A copy of the Policy is available for inspection by prior appointment at our Head Office, Divisional Offices and Sites.
- The seller shall not sub-let or assign all or any part of this order without our written authority.
- If any goods supplied against this order are dangerous or hazardous to environment or health under the C.O.S.H.H. or any other regulations, you are to advise us in writing: a) to our Company Secretary at our registered offices b) with the delivery advice note for every consignment, and c) with the packaging of the goods.
- Any plant hired against this order shall be subject to the current general conditions for the hiring of plant issued by the Construction Plant-Hire Association (known as the CPA conditions). In the event of conflict between the CPA conditions and those of the owner the CPA conditions shall prevail.
- We operate a Quality Management system meeting ISO 9001 and reserve the right to apply the relevant requirements of that system to this order. We further reserve the right to verify conformance with this order of goods or services at source or upon receipt.
- We have an environmental policy which is adopted on every site and we expect our sub-contractors and suppliers to be able to produce evidence of their positive management of environmental effects as identified in ISO 14001.
- We pay accounts by BACS transfer. In order to facilitate this, please provide the following information: Bank Account Name, Name and Address of Bank, Bank Sort Code Number and Bank Account Number.
- The law of the country applicable to the Main Contract shall apply to this order.
- The seller shall not discuss goods supplied or work executed against our order with representatives from the media or press without our prior written consent.
- The above Conditions shall apply to all orders placed by us. Any stipulations, conditions, or terms in the seller's quotation or acceptance of our order which conflict with any of the above conditions, or in any way qualify or negate the same, shall not apply.
- This agreement is made for the benefit of the BAM contracting party and of any entity that directly or indirectly controls, is controlled by, or is under common control with, that party. Notwithstanding any other term of this agreement, each such entity shall have the benefit of, and be entitled to enforce, the terms of this agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.