

# **CREST NICHOLSON STANDARD CONDITIONS FOR THE PURCHASE OF GOODS**

## **1. Definitions**

- 1.1 "the Goods" : the items being purchased as more particularly described in the Purchase Order
- 1.2 "the Specification" : the specification with which the Goods must comply
- 1.3 "the Purchase Order" : the Crest standard purchase order for the purchase of goods incorporating the Conditions, details of the Goods, the Specification, Purchase Price and Schedule of Deliveries together with any amendments agreed between the Purchaser and the Supplier
- 1.4 "the Purchaser" : The Crest company specified on the Purchase Order
- 1.5 "the Supplier" : The party to whom the Purchase Order is addressed
- 1.6 "the Project" : The project identified on the Purchase Order
- 1.7 "Purchase Price" : the price for the Goods to be paid in accordance with the Conditions
- 1.8 "Schedule of Deliveries" : The Schedule setting out when and where the Goods are to be delivered
- 1.9 "Conditions" : the Crest Standard Conditions for the Purchase of Goods

## **2. Formation of Contract**

- 2.1 Upon the Supplier signing and returning to the Purchaser the Purchase Order there will be deemed to be full acceptance by the Supplier of the terms and conditions comprised in the Purchase Order and a binding contract for the supply of the Goods will come into existence.

## **3. Agreement to Buy/Sell**

- 3.1 The Purchaser has agreed to buy the Goods and the Supplier has agreed to sell the Goods on the terms and conditions set out on the Purchase Order.
- 3.2 It is a condition of the Contract that unless stated in the Purchase Order the Goods will correspond in all respects with the Specification.
- 3.3 It is agreed that time will be of the essence in respect of all dates and times in the Contract.

## **4. Cancellation**

- 4.1 The Purchaser may cancel the Contract by giving 7 days written notice to the Supplier.

## **5. Delivery**

- 5.1 The Supplier shall deliver the Goods to the Purchaser in accordance with the terms set out in these Conditions and the Purchase Order.

- 5.2 Delivery shall include the safe transporting of the Goods to the relevant delivery address and the safe unloading, hoisting, distributing and placing in position of the Goods as required by the Purchaser. The Supplier accepts full liability for any damage to the goods occurring prior to completion of the delivery of the Goods.
- 5.3 When effecting delivery the Supplier will ensure that it fully coordinates its work at the delivery address with the work of any other contractors or suppliers working at that address.
- 5.4 Where and to the extent that any facilities, plant, scaffolding or equipment are required to be provided to the Supplier in order that it may comply with its delivery obligations, the Purchaser will instruct on availability, timing and use. The Purchaser will not accept any claims for costs or expenses incurred by the Supplier due to non-availability or breakdown of any plant, scaffolding or equipment to be provided.
- 5.5 The Purchaser does not warrant that delivery of the Goods can be undertaken and completed in one visit. The Purchaser will not accept any claims for costs or expenses incurred by the Supplier due to the necessity for multiple visits.
- 5.6 The Supplier shall be responsible for taking its own particulars and site dimensions and clearing away all rubbish and debris resulting from Delivery and leaving clean all areas affected by Delivery.

## **6. Delivery Dates**

- 6.1 The dates on which the Supplier shall deliver the Goods ("the Delivery Date(s)") as specified in the Schedule of Deliveries attached to the Purchase Order.
- 6.2 On giving of not less than 10 days notice the Purchaser may accelerate or defer the Delivery Date(s) to an earlier or later date as the case may be and the Purchaser shall be responsible for any reasonable additional costs actually incurred by the Supplier in complying with the provisions of such notice issued pursuant to this clause.

## **7. Late/Non Delivery**

- 7.1 In the event that delivery (or any of the deliveries detailed in the Schedule of Deliveries) is not effected by the Delivery Date(s) the Purchaser shall at any time after the Delivery Date(s) be entitled to serve the Supplier with a notice stating that the Contract is to be terminated if delivery does not occur within 7 days of such notice.
- 7.2 In the event that Delivery does not occur in accordance with the Schedule of Deliveries the Supplier acknowledges that time is of the essence for all deliveries and that the Delivery Date(s) were selected to coordinate with ongoing programme(s) of works and accordingly, any delay in the delivery of the Goods may impact upon the ongoing programme(s) of works, causing the Purchaser to incur loss and expense.
- 7.3 The Purchaser shall have the right to set-off any loss or expense incurred under clause 7.2 against the Purchase Price.

## **8. Address for Delivery**

- 8.1 The address to which the Goods are to be delivered for each Project shall be that specified on the Purchase Order or such other address in respect of the Project as the Purchaser notifies to the Supplier in writing from time to time throughout the duration of the Contract provided that the Purchaser shall give the Supplier not less than 48 hours notice of a change in the address for delivery.

## **9. Title to the Goods**

- 9.1 The Supplier warrants that the Goods to be delivered shall be the sole property of the Supplier and not subject to any lien or other incumbrance.
- 9.2 It is agreed that the title to the Goods shall pass to the Purchaser immediately upon the earlier of:
- 9.3 Delivery of the Goods pursuant these Conditions; or
- 9.4 payment for the Goods by the Purchaser to the Supplier provided that nothing in this clause shall in any way detract from or alter the Supplier's responsibility for the delivery of the Goods in accordance with these Conditions.

## **10. Payment**

- 10.1 The Purchaser shall pay the Purchase Price (or where agreed instalments of the Purchase Price) to the Supplier (subject to any set-off provided for by either clauses 7.3 or 16) at the end of the month following the month in which the invoice has been submitted provided the Goods have been delivered and accepted no later than the date the invoice is submitted.
- 10.2 In the event that the Purchaser does not pay the Purchase Price (or, where agreed an instalment) by the date specified in clause 10.1 interest shall be payable on all overdue sums and will accrue on a daily basis at a rate of [ ]% per annum.
- 10.3 In the event that any sums owed by the Purchaser become overdue under the provisions of clause 10.1 the Supplier will not be under a duty to deliver any further instalments of the Goods until such time as the overdue sums have been paid in full by the Purchaser.
- 10.4 Late payment of any sums due under the contract shall not entitle the Supplier to terminate the Contract until sums shall have been overdue for a period of 28 days following which the Supplier will be entitled to serve on the Purchaser a notice requiring payment of all outstanding amounts within 7 days and then if such amounts are still unpaid a further notice terminating the Contract with immediate effect.
- 10.5 The Purchase Price is deemed to be net of any discounts.

## **11. Design Responsibility**

- 11.1 Where the Supplier is required to design the Goods they shall be in accordance with the Specification and shall comply with any relevant statutory requirements.

- 11.2 Any drawings, calculations or samples or builders work details to be prepared by the Supplier are to be submitted to the Purchaser in sufficient time for the Purchaser to obtain the necessary acceptance thereof so as to allow work on site to proceed in accordance with any programme requirements provided any such acceptance shall not release the Supplier from the responsibility otherwise undertaken by him in relation to the provisions of clause 11.1.

## **12. British Standards / Statutory Requirements**

- 12.1 The Goods and the delivery of the Goods shall comply with all relevant EC directives, Acts of Parliament, instruments, rules or orders made under any of the same and the Supplier indemnifies the Purchaser in respect of any breach of such provisions in relation to the Goods or their delivery.
- 12.2 Unless otherwise specified, the Goods, all materials, manufactured articles, workmanship, installations and tolerances shall comply with the latest relevant British Standards and Codes of Practice.
- 12.3 Nothing in this clause shall detract from the Supplier's obligation to comply with clause 3.2 and the Supplier shall inform the Purchaser at once of anything that may prevent such compliance.

## **13. Other Agreements / Site Conditions**

- 13.1 The Purchaser will provide the Supplier with copies of any provisions which impact on the Goods or their delivery and the Supplier shall be deemed to be aware of the effect of such provisions on this Contract.
- 13.2 The Supplier is deemed to have satisfied himself regarding conditions of the site, working spaces, storage space for materials and means of vehicular access and shall bear its own costs and any loss or expense incurred by reason of any lack of knowledge of the foregoing.
- 13.3 Where recycled content is specified by Crest, the Supplier shall provide materials with that specified recycled content. Where the recycled content varies from that specified, the Supplier shall inform Crest and obtain written approval prior to the use of the material in the contract works.

## **14. Crest Quality Assurance, Sustainable Procurement Policy and Sustainable Timber Procurement Policy**

- 14.1 The Purchaser operates a quality management procedure and the Supplier shall produce such information as may be reasonably requested by the Purchaser to confirm that any design, materials, equipment or workmanship relating to the Goods is in accordance with the Specification
- 14.2 As part of its Sustainable Procurement Policy, Crest requires that all materials supplied have been sourced from suppliers who can demonstrate a set of minimum human rights and labour employment standards. For clarity, Crest Nicholson requires that as a minimum supply chain labour employment standards meet International Labour Organisation conventions which can be found at [www.ilo.org](http://www.ilo.org). Crest Nicholson reserves the right to carry out supply

chain audits to ensure this Policy is complied with.

It is the responsibility of the Supplier to advise Crest Nicholson if they require guidance to comply with this requirement.

- 14.3 It is the responsibility of the Supplier to ensure that all its personnel receive statutory employment benefits and that current employment legislation is followed at all times.
- 14.4 As part of its Sustainable Timber Procurement Policy, Crest requires that all wood based products and materials containing wood based products supplied have documentary evidence showing that it has been sourced legally and in accordance with English Law. Crest Nicholson reserves the right to carry out supply chain audits to ensure this Policy is complied with, and will require that forest products supplied have chain of custody certification to Forestry Stewardship Council (FSC) or Programme for the Endorsement of Forest Certification (PEFC) standards.

## **15. Health and Safety**

So far as where the Supplier is present on the Purchaser's site(s) it is a condition of the Contract that the Supplier will:

- 15.1 comply with the Health and Safety at Work Act associated Regulations and Approved Codes of Practice;
  - 15.2 comply with all the Purchaser's requirements affecting the safe conduct of work on the site;
  - 15.3 comply with the Purchaser's "Safety Policy" and Declaration which is available from the Purchaser's head office;
  - 15.4 comply with the Purchaser's "Hard Hat" policy on site; and
  - 15.5 comply with the requirements of the joint Code of Practice "Fire Prevention on Construction Site" and Purchaser's "Site Fire Safety Plan" including provision of its own fire fighting equipment to offices, stores and work areas.
- 15.6 The Supplier's full and ongoing compliance with the Health and Safety requirements referred to in this clause forms an integral element of the contract.

## **16. Set Off**

- 16.1 Notwithstanding any express provisions contained in the Contract it is agreed between the Purchaser and the Supplier that the Purchaser's common law rights of set off are preserved and that in the event that any act or default of the Supplier causes the Purchaser to suffer any loss or damage then the Purchaser shall have the right to exercise such right of set off against any sums from time to time owing under this Contract to the Supplier.

## **17. Priority**

- 17.1 If the Conditions conflict in any way with the Purchase Order and the documents referred to in the Purchase Order then the Purchase Order and the documents referred to in the Purchase Order shall prevail.

## **18. Entire Agreement**

18.1 The Purchase Order supersedes any previous agreement or arrangements between the parties and represents the entire understanding between the parties. All additions, amendments and variations to the Purchase Order shall be binding only if in writing and signed by both the Purchaser and Supplier.

## **19. Third Party Rights**

19.1 Nothing in the Contract confers or purports to confer on any third party any benefit or right to enforce any term of the Contract pursuant to the Contract (Rights of Third Parties) Act 1990.

## **20. Right to Cancel**

20.1 It is agreed that in the event of the supplier failing to comply with these Conditions (in whole or in part) Crest may at their discretion cancel any purchase and have no further liability to the Supplier.

## **21. Governing Law and Jurisdiction**

21.1 The Contract shall be governed and construed in accordance with English law and the parties submit to the jurisdiction of the English Courts.