

CREST NICHOLSON STANDARD CONDITIONS FOR THE PURCHASE OF GOODS

1. Definitions

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

2. Formation of Contract

- 2.1 On the earlier of the Supplier accepting the Purchaser's Purchase Order or 5 (five) working days after delivery by the Supplier, the terms and conditions included herein will be deemed to be fully accepted by the Supplier and a binding contract for the supply of the Goods will come into effect.
- 2.2 The terms and conditions of any sub-contract, consultant or direct or indirect supply agreement will prevail over these Conditions.
- 2.3 If the Conditions conflict with the Purchase Order and the documents referred to in the Purchase Order, then the Purchase Order and the documents referred to in it will prevail.

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 and in these Conditions.
- 3.2 Unless stated in the Purchase Order, the Goods will correspond in all respects with the Specification.

4. Cancellation

- 4.1 The Purchaser may cancel the Purchase Order by giving 7 (seven) days' written notice to the Supplier.

5. Delivery

- 5.1 The Supplier will deliver the Goods to the Purchaser in accordance with the terms set out in these Conditions and the Purchase Order. The Supplier will be responsible for ensuring that the Goods are clearly marked in accordance with any Order or Specification.
- 5.2 The Goods will be properly packed and secured in such a manner as to reach their destination undamaged and in good condition. Delivery will include the safe transportation of the Goods to the relevant delivery address and the safe unloading, hoisting, distributing and placing in position as required by the Purchaser. The Supplier accepts full liability for any damage to the Goods occurring prior to completion of their delivery.
- 5.3 When delivering the Goods, the Supplier will ensure that it fully

coordinates and cooperates with 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 will be responsible for taking its own particulars and site dimensions, clearing away all rubbish and debris resulting from delivery and leaving clean all areas affected by delivery. Crest Nicholson will not be obliged to return any packaging materials for the Goods to the Supplier. Where available, the Supplier will provide a take-back scheme for leftover materials, packaging and protection.

6. Delivery Dates

- 6.1 The dates on which the Supplier will deliver the Goods ("the Delivery Date(s)") will be specified in the Schedule of Deliveries attached to the Purchase Order or agreed in writing. The Purchaser will be under no obligation to accept delivery of the Goods before the specified Delivery Date or time, but reserves the right to do so.
- 6.2 On giving of no 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. The Purchaser will be responsible for any reasonable additional costs actually incurred by the Supplier in complying with the provisions of such a notice issued under this clause 6.2.

7. Late/Non-Delivery

- 7.1 In the event that delivery is not effected by the Delivery Date(s) the Purchaser will, at any time after the Delivery Date(s), be entitled to serve the Supplier with a notice stating that the Purchase Order is to be terminated if delivery does not occur within 7 (seven) days of such notice.
- 7.2 The Supplier acknowledges that time is of the essence for all deliveries and that any delay in the delivery of the Goods may cause the Purchaser to incur loss and expense.
- 7.3 The Purchaser will 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. From time to time, the Purchaser may notify the Supplier of another address for delivery relating to the Project. This notice will be given in writing.

9. The Goods

- 9.1 The Supplier will ensure that the Goods will:
 - correspond with their description and any applicable Specification;
 - be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended or updated from time to time) and fit for any purpose held out by the Supplier or made known to the Supplier by the Purchaser; and
 - where they are manufactured products, be free from defects in design, material and workmanship and remain so for 24

months after delivery.

- 9.2 The Supplier warrants that the Goods to be delivered will be the sole property of the Supplier and not subject to any lien or other encumbrance.
- 9.3 It is agreed that the title to the Goods will pass to the Purchaser immediately upon the earlier of:
- Delivery of the Goods pursuant these Conditions; or
 - Payment for the Goods.

10. Payment

- 10.1 The Purchaser will 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 the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time.
- 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 will not entitle the Supplier to terminate the Contract until sums will have been overdue for a period of 28 days. Following a period of 28 days, the Supplier will be entitled to serve the Purchaser a notice requiring payment of all outstanding amounts within seven (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 will be in accordance with the Specification and will comply with any relevant statutory requirements.
- 11.2 Any drawings, calculations, samples or builders' work details prepared by the Supplier must be submitted to the Purchaser in sufficient time for the Purchaser to obtain the necessary acceptance thereof. Any such acceptance will not release the Supplier from the responsibility otherwise undertaken by them under clause 11.1.

12. British Standards / Statutory Requirements

- 12.1 The Goods and the delivery of the Goods will comply with all relevant EC directives, Acts of Parliament, instruments, rules or orders made under any of the same. The Supplier will indemnify the Purchaser for any breach of such provisions relating to the Goods or their delivery.
- 12.2 Unless otherwise specified, the Goods, all materials, manufactured articles, workmanship, installations and tolerances will comply with the latest relevant British Standards and Codes of Practice.
- 12.3 Nothing in this clause will detract from the Supplier's obligation to comply with clause 3.2, and the Supplier will inform the Purchaser immediately 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 that impact on the Goods or their delivery.
- 13.2 The Supplier is deemed to have satisfied themselves regarding conditions of the site, working spaces, storage space for materials and means of vehicular access. The Supplier will bear its own costs, expenses or loss incurred by reason of any lack of knowledge of the foregoing.
- 13.3 Where recycled content is specified by the Purchaser, the Supplier will provide materials with that specified recycled content unless it has obtained written approval from the Purchaser.

14. Crest Nicholson Policies & Code of Conduct

- 14.1 The Purchaser operates a quality management procedure and the Supplier will produce such information as may be reasonably requested by the Purchaser to confirm that any design, materials, equipment or workmanship relating to the Goods are in accordance with the Specification.
- 14.2 The Supplier will adhere to, and act in accordance with, Crest Nicholson's Supply Chain Code of Conduct as updated from time to time. A copy of the latest version will be available during the term of these Conditions from Crest Nicholson's website at <http://www.crestnicholson.com/legal-information/supply-chain>.
- 14.3 It is the responsibility of the Supplier to advise Crest Nicholson if they require guidance to comply with the requirements set out in this clause 14.

15. Health and Safety

- 15.1 At all times, the Supplier will comply with all relevant Health and Safety Laws, including the provisions of the Health and Safety at Work Act 1974 and the current Construction (Design and Management) Regulations insofar as they relate to the Contract. It will be the Supplier's responsibility to ensure its employees, personnel, agents and sub-contractors comply with all relevant Health and Safety Laws.

16. Set-Off

- 16.1 From time to time, the Purchaser will have the right to deduct, withhold or set-off against any sums owing to the Supplier.

17. Entire Agreement

- 17.1 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 will be binding only if in writing and signed by both the Purchaser and Supplier.

18. Third Party Rights

- 18.1 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.

19. Right to Cancel

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

20. Governing Law and Jurisdiction

- 20.1 The Conditions shall be governed and construed in accordance with English law and the parties submit to the jurisdiction of the English Courts.