

# Material Purchase Order Conditions

The acceptance of this order implies the acceptance of the following:

1. The Company (HOCHTIEF (UK) Construction Limited or a HOCHTIEF (UK) JV Company) will not be bound by any orders or variations not given or confirmed on their official printed order forms duly signed by an authorised official of the Company.
2. The Supplier means the organisation or entity contracted to provide the goods and services identified in the material purchase order.
3. Should the Company's business be stopped, interrupted or restricted by riot, lockout, strike, fire, explosion or any other cause beyond the Company's control, the Company are at liberty, without compensation to defer the date or dates of any goods or materials due for delivery, or work to be done, until the stoppage, interruption or restriction has ceased. Goods or materials suspended in this manner are not to be charged to the Company until deliveries are actually made.
4. The Company reserves to itself the right to cancel or curtail the order at any time without compensation even though part fulfilment may have been accepted by the Company if:
  - a. The goods and materials to be supplied, or work called for, is not delivered or completed by the date or dates specified or agreed upon.
  - b. The materials or goods or work done do not strictly comply with the description, specification and drawing related thereto.
  - c. For circumstances beyond the Company's control, anticipated work is cancelled, postponed or reduced.
5. All documents supplied to you shall remain the Company's property and such documents must be treated as confidential and not be disclosed to any third party.
6. All goods and materials must be delivered carriage paid to the Company's delivery address given during normal working hours, unless otherwise stated. No payment will be made for cases or packing charges unless specifically stated.
7. Neither this order nor any part of it may be sub-contracted or assigned without first obtaining the Company's permission in writing which will not be unreasonably withheld.
8. All Suppliers are to immediately indemnify the Company against any loss, damage costs or expenses or any claims thereof by third parties arising from the act, omission or negligence of the Suppliers in the execution of the contract.
9. Materials are to be supplied in accordance with the specification provided by the Company. In the event that no specification is provided then as a minimum requirement only, materials to be in accordance with:-
  - a. The Building Regulations current at the time of order
  - b. Appropriate Local Authority Standards
  - c. Relevant BSS and BSCoP publications or equivalent European Standards.
10. The Company is committed to reducing the amount of waste generated on all of their projects as well as increasing the amount of waste diverted from landfill. The Supplier is required to help the Company achieve this commitment by adhering to the requirements set out in the "Statement of Contractor Requirements WRAP".
11. The Supplier will reimburse the Company any loss, damage, costs or expense suffered or incurred by the Company as a result of any defect in or failure of workmanship, goods or materials supplied, or from any failure to supply timeously.
12. The Supplier shall submit invoices in duplicate monthly to reach the Company's office not later than the tenth of the month following the month of delivery.
13. Any terms and conditions sought to be incorporated by the Supplier, whether before, as part of, or after submitting the quotation and whether before or after this order shall be of no effect unless and to the extent expressly agreed in writing by the Company. Signing for receipt of goods on the supplier's pro-forma will not signify acceptance by the Company of the supplier's terms and conditions or alter the terms of this order.
14. In respect of any goods, materials or supplies offered and quoted the Company reserve the right of inspection in the Supplier's works prior to despatch and acceptance.
15. Deliveries shall be made in consignments of such size as will suit the Company's requirements and shall conform to the site programme or as otherwise agreed with the Company. The Supplier shall despatch with each consignment of goods or materials a delivery note bearing the Supplier's name, our order number and setting out the quantity and description of goods or materials being delivered.
16. No variation shall vitiate this contract, but the Supplier will not undertake any varied or extra work, supply of varied goods or materials, except upon the Company's written instructions.
17. The articles, goods or services contracted for herein are understood to be for the use of this Company or its affiliated businesses or their agents, and deliveries and shipments shall be made as directed by the Company

in their absolute discretion and may be incorporated in the Company's products or subjected to further processes of manufacture as they may elect and in no event shall any claim for royalty or other additional compensation be made by the Supplier, by reason of such use or manufacture.

18. Control of Substances Hazardous to Health Regulations 2002 (COSHH), or any amendment or re-enactment thereof, must be complied with in all respects. Data/Hazard Sheets covering all substances provided by you, together with assessments of risk and information on instructions and training requirements shall be submitted prior to commencement of work on site allowing adequate time for inspection and comment.
19. Registration, Evaluation, Authorisation and restriction of CHemicals (REACH) EU Directive No 1907/2006, or any amendment or re-enactment thereof, must be complied with in all respects. Registration or exemption certification must be provided with deliveries.
20. All goods delivered shall be accompanied, where applicable, with the appropriate test certification and any other necessary certification in accordance with all regulatory requirements and/or specifications. This includes any and all specifications issued by the Company.
21. The Supplier is required to take account of reasonably foreseeable circumstances in which their products might be stored, prepared, installed or otherwise used and maintained and actually provide Health and Safety information with the product rather than simply make it available. The Company has placed or will place reliance upon the Supplier as to the kind, quality, quantity of goods, materials and work supplied all carried out as being 'fit for the purpose' and being of merchantable quality and fully in accordance with the requirements of the Contract.
22. Those Suppliers associated with products and services where design implication covering such installation occurs will be expected to enter into a warranty agreement with the employer. Design calculations and drawings prepared by the Supplier shall be checked by a qualified external Architects/Engineers Practice who shall carry a Professional Indemnity Policy. Prices are deemed to include constructing the work in the sequence required by the design as expressed in the contract documents but shall otherwise be at the Company's discretion.
23. The quantities on this order are extracted from the Bill of Quantities and will be confirmed or amended by site who will also notify the required delivery programme.
24. All materials supplied under this order shall comply with the requirements of the project quality plan. Where proprietary materials are being supplied then as a condition of supply the manufacturer shall provide a full Technical Specification and also Certification that material supplied complies in all respects with this specification.
25. The supplier shall give the Company a minimum of 30 days prior written notice of any proposed price increase together with satisfactory evidence for justification.
26. The supplier shall be responsible for all royalties, licence fees or other sums payable in respect of supply or use of any patented articles, processes or inventions or any other item which is the subject of copyright or other protected right.
27. The law of England and Wales shall be the proper law applicable to the order and any dispute or difference hereunder shall be subject to the jurisdiction of the English Courts.
28. The goods, material or any part thereof delivered to, placed on or adjacent to the delivery address by the Supplier shall become the property of the Company and shall not be removed except for use on the Contract Works unless the Company has consented in writing.