

PURCHASE ORDER CONDITIONS

1.0 GENERAL

- 1.1 The terms and conditions of this purchase order take precedence over any conditions in the suppliers quotation, unless previously agreed with the client, Barnes Construction (BC).
- 1.2 These conditions are in addition to the Sale of Goods Act 1979.

2.0 COMMERCIAL & PAYMENT

- 2.1 The rates and prices stated within the purchase order are fixed for the duration of the project unless stated otherwise
- 2.2 The ownership and title in the goods or materials which are the subject of this order shall unconditionally pass to BC on payment.
- 2.3 The payment will be due at the end of the month following the month in which the goods were delivered
- 2.4 The supplier must submit an invoice on this basis
- 2.5 The BC order reference must be clearly stated on all delivery notes, invoices, and other relevant documents.
- 2.6 BC reserves the right to deduct from or set off against any monies due to the supplier, any loss, damage, expense or cost which is incurred due to the supplier not complying with this contract.

3.0 DELIVERIES AND DATES

- 3.1 Time is of the essence under this purchase order. The goods and materials to be supplied must be delivered by the dates stated within the purchase order.
- 3.2 In the event that it becomes necessary for BC to request an alternative delivery date, as much notice as possible will be given to the supplier, who will comply with such request.
- 3.3 The supplier is responsible for safely offloading the goods and materials (unless specifically agreed otherwise) to a location at ground level as determined by the BC Site Management.
- 3.4 The supplier is responsible for ensuring that a delivery note is signed by a member of the BC Site Management team. The signing of the delivery note is proof of delivery only.

4.0 QUALITY

- 4.1 The goods delivered by the supplier shall;
 - .1 Correspond as to description, quality, quantity and conditions to those stated on the purchase order
 - .2 Conform with any sample, pattern, drawing or design approved by BC
 - .3 Be of sound materials and workmanship
 - .4 Meet any standard of inspection or of performance stated or referred to on the order
 - .5 Be fit for any purpose expressly or impliedly made known to the supplier
 - .6 Not be damaged in any way
- 4.2 Following delivery, the goods and materials will be inspected on site to ensure compliance with clause 4.1
- 4.3 Following the inspection, the supplier will be made aware of any issues within a reasonable time, and will immediately arrange the delivery of additional or replacement goods at his own cost as required.
- 4.4 The goods must be as specified within the purchase order. In the event that an equivalent product is provided by the supplier, they must ensure that it is fit for purpose and seek approval from the Main Contractor prior to delivery. There is no obligation on BC to accept any equivalent products.

5.0 PLANT HIRE

- 5.1 The products are accepted on hire subject to complying in all respects with relevant statutory obligations, and having been tested and certificated as suitable and safe for use.
- 5.2 Any vehicles to be used on a public highway must be comprehensively insured, licensed and taxed to comply with current statutory regulations.
- 5.3 The supplier will provide a fully competent and certified operator with operated plant, when requested to do so.
- 5.4 The hire period commences on the date stated on the purchase order, or the date of delivery, whichever is the later.
- 5.5 The hire period terminates immediately upon a written request by BC Management to off hire the plant