

Facilitas FPS: Supplier Terms and Conditions

1. Expressions

Unless the context otherwise requires in these conditions the following expressions shall have the following meanings:

- a) "The goods" means all or any part of the goods or materials or other items to be supplied by the employer by the supplier as specified in the order. The expression will include any variations authorised by the employer in accordance with these conditions.
- b) "The Supplier" means the person or persons or Company named in the order
- c) "The Employer" means Facilitas Property Services, incorporating CFR, Brade and SMC whose registered office is shown on the order
- d) "The Order" means the Purchase order attached to these conditions

2. Specification

The Goods shall be supplied and delivered in accordance with these terms and shall in all respects comply with the order and specification and/or drawings referred to in the order and be to the satisfaction of the Employer.

3. Delivery of Goods

- a) The Goods shall be delivered to the sites specified in the order on the dates or within the periods specified in the order or if no such dates or periods are specified in accordance with instructions issued from time to time by the Employer
- b) The supplier will ensure that the goods are clearly marked as to their description and destination
- c) The Supplier must notify the Employer of any substances that are hazardous or potentially hazardous to health and safety and welfare. Full information is to be prominently displayed on the goods advising of all necessary precautions to be taken when handling and using the goods.
- d) The Employer reserves the right to turn away Goods not delivered in accordance with condition 3(a),(b) and (c) above. Upon arrival at the site the supplier must report to the Employer's representative before unloading the goods. The supplier must obtain the signature of the Employer's representative as proof of delivery. Part delivery will not be accepted.
- e) No invoice will be paid until the employer is satisfied that the goods have been delivered to the site specified on the order. If requested by the Employer the Supplier must produce by way of proof of delivery a copy of the delivery ticket signed in accordance with the above conditions.
- f) Any Goods delivered to the site in excess of the order will not be the Employer's responsibility and will not be paid for.

4. Design of the Goods

- a) If the Supplier has designed the goods for the Employer, the Supplier shall ensure that the design is safe and suitable for the purpose for which is required by the Employer
- b) The copyright in all drawings issued to the supplier by the Employer is owned by the supplier and are not to be used by the Supplier for any other purpose other than the supply of the Goods.

5. Contract Price and Variations

- a) The price to be paid to the supplier for the supply and delivery of the Goods shall be the sum of the rate specified in the Order. The Employer may only vary the Order in respect to the quantity or specification by producing an revised order. Payments of any variations will be in accordance with the revised order.
- b) All monies payable by the Employer to the Supplier under this contract for the supply and delivery of the Goods shall be paid by the Employer to the supplier no later than the end of the month following that the goods were delivered.

6. Responsibility for Materials

Unless otherwise agreed in writing between the Employer and the Supplier the property and risk in the Goods shall remain with the Supplier until the Goods are delivered to the site specified on the Order.

7. Compliance with Rules and Regulations

The Goods must be in all respects be safe and fit and suitable for the purpose for which they are intended and be of good quality, free from any defect and must comply with all requirements imposed by all authorities applicable to the Goods.

8. Inspections

All goods shall be subject to the Supplier's inspections and test at all times during and after manufacture. The Supplier shall furnish without additional charge, all reasonable facilities and assistance for the safe and convenient inspections and tests required by the inspectors. Final inspection and acceptance shall be on the Employer's premises unless otherwise specified

9. Health and Safety and Welfare

The Supplier will comply with the Employer's Health and Safety and Welfare requirements.

10. Guarantees

All guarantees relating to the goods must be forwarded to the Employer and in any event no later than the completion of the works of which the goods form part. Such guarantees are to be valid and effective from the date the goods are delivered.

11. Royalties Patents Copyrights

All royalties or other sums payable in respect of the design, manufacture and supply or use of the goods is deemed to be included in the price specified on the Order. The supplier shall indemnify the Employer against loss liabilities costs claims damages and expenses which may be brought against or incurred by the Employer by reason of the infringement of any patent registered design or trade mark or copyright relating to the design, manufacture and supply or use of the goods and against losses liabilities costs claims damages and expenses which the employer may incur in any such infringement or for which the Employer may become liable in any action.

12. Rectification of Defects

The Supplier will rectify any defects in the goods in accordance with the time periods agreed in the service charter. If the Supplier fails to rectify such defects within the agreed time periods the Employer may without prejudice to any other rights rectify and recover the costs thereof and any other losses or damages from the Supplier. The Supplier will also be liable for costs incurred by the Employer or any other contracted party by it for any remedial work consequential upon any defect in the Goods.

13. Indemnities

Without prejudice to any other provision of these conditions the Supplier shall fully indemnify the Employer against any loss liabilities cost damages and/or expenses arising out of:

- a) The failure of the Supplier, his employees or agents to observe and perform these conditions
- b) Any injury, loss or damage to any person or property caused by the Supplier, his employees or agents in connection with the supply and delivery of the Goods under this contract
- c) Any omission, error or act relating to the Order and caused by the Supplier, his employees or agents
- d) Any detail or detail provided by the Supplier or the Goods not being safe, suitable or fit for purpose for which they are required by the Employer.

14. Insurance

The Supplier shall adequately insure the Supplier, his employees and agents against loss, liabilities, costs, claims and damages or expenses referred to in condition 13. The Supplier shall produce evidence of insurance as and when requested by the Employer.

15. Publicity, Promotions or Advertising

The supplier shall not, without the Employer's prior written consent, issue any news release, advertising, publicity or promotional material regarding the Order.

16. Claims

Should the Employer have a claim or claims against the Supplier pursuant to these conditions, the Employer reserves the right to deduct from any amount due or becoming due to the Supplier the amount of any such claim or claims.

17. VAT

Where the Goods are subject to Value Added Tax the amount legally demandable as VAT is to be shown as a separate item and on a proper valid VAT invoice.

18. Determination

a) The Employer may without prejudice to any other right or remedies determine the appointment of the Supplier under this contract in respect of the whole or any part of the Goods if the Supplier:

- I. Is not executing work on the Goods in accordance with this contract
- II. Fails to proceed with the design or manufacture of the Goods with such speed and in such sequence as in the Employer's opinion is necessary to comply with the dates or periods specified in the Order or issued from time to time by the Employer.
- III. Refuses or persistently neglects to repair, replace or remove defective materials or workmanship from the Goods.
- IV. Is in breach of any of the obligations on the Supplier's part contained herein.
- V. Commits any act of bankruptcy or enters into any arrangement or composition with his creditors or has a receiver appointed or if any execution is levied on his property or obtained against the company going into liquidation.

b) Upon such determination the Employer may forthwith:

- i) Perform itself any work on the Goods not completed by the Supplier
- ii) Take and use the Goods and to complete or arrange to be completed any work on the Goods
- iii) Accelerate the progress of the work on the Goods itself or by the employment of others

c) Upon such determination the Supplier shall be entitled to payment for the Goods completed and delivered in accordance with this contract to the site specified on the Order less all direct, indirect or consequential losses, costs, damages suffered or expenses incurred by the Supplier.

d) In the event of the Employer at any time and for whatsoever reason deciding to change the specification for the Goods, the employer may determine the appointment of the Supplier under this contract in respect of the whole or any part of the Goods. Upon such determination the Employer will pay the Supplier for the Goods already completed and delivered in accordance with this contract to the site specified in the Order. The Supplier will not be entitled to any payment relating to compensation for loss or expense arising from such determination.

19. Assignment

The Supplier shall not assign the benefit of this contract without the written permission of the Employer. Any such permitted assignment will not release the Supplier from the terms and conditions of the contract.

20. Precedence of Conditions

These conditions supersede all other terms and conditions expressed or implied or referred to in the supplier are tender or quote for the goods. No variation of or substitution of these conditions will be binding unless agreed to in writing by both parties.

21. Services and Notices

Any notice required to be served under these conditions shall be properly served in writing by first class post to the party to whom it is addressed at the last known registered office address of the company. The notice is deemed to be served by the day after the day of posting.

22. Arbitration

Any dispute which may arise between the Employer and the Supplier will be referred to arbitration. The matter in dispute will be referred to a sole arbitrator who will be a person agreed by both parties or failing such agreement then the Royal Institution of Chartered Surveyors will be appointed.

23. Rights of Third Parties

For the avoidance of doubt nothing in writing in the contract will confer or purport to confer on any third party or right to enforce the terms of the contract