



KNIGHTS BROWN CONSTRUCTION LTD

PURCHASE ORDER - TERMS AND CONDITIONS OF ORDER

1. INTERPRETATION

1.1 In these conditions:

Company: Knights Brown Construction Limited (registered in England) under Reg No. 2081940.

Conditions: The standard terms and conditions of purchase set out in this document and (unless the Contract otherwise requires) includes any special terms and conditions agreed in writing between the Company and the Supplier.

Contract: The contract for the sale and purchase of the Goods.

Delivery address: The address stated on the Order.

Goods: The goods (including any instalment of the goods (or any part of them)) described in the Order.

Order: The Company's purchase order to which these conditions are annexed.

Price: The rates or prices applicable to the supply of the goods as stated in the order whether expressed as a rate per unit of supply or a total amount for the stated quantity of units.

Services: The services (if any) described in the Order.

Valid invoice: An invoice from the Supplier that references the order number in full, details the goods that have been properly recorded has received by the Company valued at the rate(s) stated in the order, include VAT (where applicable) at the appropriate rate and includes a statement that as to whether the Supplier employs more than or less than 50 people.

Writing: Includes telex, e-mail, facsimile transmission and comparable means of communication.

2. BASIS OF PURCHASE

2.1 The Order constitutes an offer by the Company to purchase the Goods and/or acquire the Services subject to these Conditions which shall apply to the exclusion of any other terms and conditions (save as expressly varied and confirmed in writing between the parties) to any contract resulting from acceptance of the order.

3. PRICE

3.1 The price of the Goods shall be as stated in the Order and, unless otherwise so stated, shall be:

3.1.1 Exclusive of any applicable value added tax (which shall be payable by the Company subject to receipt of a VAT invoice); and

3.1.2 Inclusive of all charges for packaging, packing, carriage, insurance and delivery of the Goods to the Delivery address and any duties, imports or levies other than value added tax.

3.2 No increase in the Price may be made (whether because of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without prior consent of the Company in writing.

4. TERMS OF PAYMENT

4.1 The Supplier shall be entitled to invoice the company on or at any time after delivery of the Goods and each invoice shall quote the order number in full.

4.2 To identify whether the Supplier is a "smaller business" as defined under the Department for Business, Energy & Industrial Strategy Prompt Payment Code, all invoices must state whether the Supplier employs more than or less than 50 people

4.2.1 Where the Supplier is a "smaller business" as defined under the Prompt Payment Code, a Valid invoice received by the Company shall become due for payment 30 days after receipt by the Company.

4.2.2 Where the Supplier is not a "smaller business" as defined under the Prompt Payment Code, unless otherwise agreed in writing between the parties, a Valid invoice received by the Company shall become due for payment on the later of the end of the month after the month of receipt of a Valid invoice or after acceptance of the Goods by the Company.

4.3 The Company shall be entitled to set off against the Price any sums owed to the Company by the Supplier.

4.4 The Supplier indemnifies the Company against any costs and/or damages incurred because of Goods not complying with the specification and/or because of late or non -delivery of such Goods.



5. DELIVERY

- 5.1 The Goods shall be delivered to the address on the date or within the period stated in the Order in either case during the Company's usual working hours.
- 5.2 The time of delivery of the Goods and/or performance of the Services is of the essence of the Contract.
- 5.3 Where the date of delivery of the Goods is to be specified by either party after the placing of the Order the party so responsible shall provide the other with reasonable notice of the specified date.
- 5.4 An advice note stating the Order number in full must accompany each collection, delivery or consignment of the Goods.
- 5.5 The Goods shall be delivered carriage paid at the risk of the supplier. Unless specifically stated in the Order the Supplier will be responsible for unloading the Goods.
- 5.6 An incomplete delivery shall constitute a breach of contract and the supplier shall indemnify the company against all losses arising from such incomplete delivery.

6. RISK AND PROPERTY

- 6.1 Risk of damage to or loss of Goods shall pass to the Company upon delivery to the Company in accordance with the Order.
- 6.2 The property in the Goods shall pass to the Company upon delivery unless payment for the Goods is made prior to delivery when it shall pass to the Company once payment has been made and the goods have been vested in the Company.

7. REJECTION/ACCEPTANCE

- 7.1 The Company shall be entitled to reject any Goods delivered which are not in accordance with the Contract and shall not be deemed to have accepted any Goods until the Company has had a reasonable time to inspect them following delivery or if later within reasonable time after any latent defect in the Goods has become apparent.
- 7.2 The supplier undertakes to replace any defective goods (Whether the defects are patent or latent) within 5 days of notification by the Company.
- 7.3 Any Goods which the Company rejects must be removed from the Delivery address forthwith at the Supplier's expense and risk.

8. WARRANTY

- 8.1 The Supplier warrants to the Company that the Goods;
 - 8.1.1 be of satisfactory quality (within the meaning if the Supply of Goods and Services Act 1982 subject to the requirements of the Unfair Contract Terms Act 1977 as amended) and be fit for any purpose held out by the Supplier or made known to the Supplier in writing at the time the Order is placed;
 - 8.1.2 will be free from defects in design in material and workmanship;
 - 8.1.3 will correspond with any relevant standard, code of practice, specification or sample; and
 - 8.1.4 will comply with all statutory requirements and regulations relating to the sale of the Goods.
- 8.2 Neither the Supplier nor the Company shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Goods or the Services, if the delay or failure is beyond the party's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond either party's reasonable control;
 - 8.2.1 Act of God, explosion, flood, tempest, fire or accident;
 - 8.2.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;
 - 8.2.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
 - 8.2.4 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees or either the Supplier or the Company or of a third party).

9. INDEMNITY

- 9.1 The Supplier shall indemnify the Company against all liability, loss, damages, costs and expenses (including legal expenses payable on an indemnity basis) awarded against or incurred or paid by the Company including without limitation losses arising from:
 - 9.1.1 breach of any warranty given by the Supplier in relation to the Goods;
 - 9.1.2 any claim that the Goods infringe, or their importation, use or resale infringes the patent, copyright, design right, trademark, or their intellectual property rights of any other person except to the extent that the claim arises from compliance with any specification supplied by the Company.
 - 9.1.3 any act or omission of the supplier or its employees, agents or subcontractors in supplying, delivering and unloading the Goods.

10. TERMINATION

- 10.1 The Company shall be entitled to cancel the Order in respect of all or part only of the Goods and/or the Services by giving notice to the Supplier at any time prior to delivery or performance.
- 10.2 The Company shall be entitled to terminate the Contract without liability to the Supplier by giving notice to the Supplier at any time if;
- 10.2.1 the supplier makes any voluntary arrangement with its creditors (within the meaning of Insolvency Act 1986) or (being an individual or firm) become bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
 - 10.2.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Supplier; or
 - 10.2.3 the Supplier ceases, or threatens to cease, to carry on business; or
 - 10.2.4 the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Supplier and notifies the supplier accordingly.

11. GENERAL

- 11.1 The Order is personal to the Supplier and the Supplier shall not assign or transfer or purport to assign or transfer to any other person any of its right or sub-contract any of its obligations under the Contract.
- 11.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 11.3 If any provision of these conditions is held by any competent authority to be invalid or enforceable in whole or in part the validity of the other provision of these conditions and the remainder of the provision in question shall not be affected.
- 11.4 Any dispute arising under or in connection with these Conditions of the sale of the Goods shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of the Royal Institution of Chartered Surveyors.
- 11.5 The Contract shall be governed by the laws of England.

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