



CONDITIONS OF PURCHASE

1. **DEFINITIONS.** "the company" means Thomas Armstrong Construction Ltd;
"the supplier" means the person or persons firm or Company detailed on the order and to whom the order has been issued to, whether this is by email (or other agreed digital format) or by printed copy; "this Order" means the Order as presented; "the Goods" means the materials, machinery, equipment, articles or things or any of them specified in this order.
2. **ORDER.** This order constitutes an offer on the part of the Company which must be accepted in writing by the Supplier or by the delivery of the goods. The Company accepts no responsibility for goods supplied without a written order. Order numbers must be quoted on all acknowledgements, delivery notes, invoices and related correspondence. The Company may issue the order to the supplier by the following means: Printed copy by fax or post, digital copy by email or other agreed digital format'.
3. **ACCEPTANCE.** Acceptance of this order will be deemed to bind the Supplier to these conditions and the goods shall be supplied by the Supplier in accordance therewith. In the case of any conflict between these conditions and those of the Supplier these conditions will prevail.
4. **PRICE.** This order shall not be executed at a higher price than that stated on the front hereof unless the Company's acceptance in writing, bearing an authorised signature, has first been obtained
5. **DELIVERY.** All goods to be carriage paid unless otherwise agreed in writing. No charge will be accepted for packing or cases but such will be returned, if required, at the Suppliers risk and expense. The Supplier recognises that late delivery may cause the Company consequential loss, such as inability on the part of the Company to meet other contractual commitments, and agrees to pay liquidated damages in compensation for such loss.
6. **DESCRIPTION & SPECIFICATION.** The goods shall:
 - i. Conform as to quantity, quality and description with the particulars stated in this order.
 - ii. Be of sound materials and workmanship.
 - iii. Be equal in all respects to supplies and/or samples (if any) previously submitted by the Supplier and approved by the Company.
 - iv. Be capable of any standard of performance specified in this order.
 - v. If the purpose for which they are required is indicated in this order either expressly or by implication, be fit for that purpose.
 - vi. Be CE marked, where applicable, to conform to the Construction Product Regulations (CPR) 305/2011/UE.
7. **REJECTION.** The Company reserves the right to reject the goods in the event of any breach of the provisions of Clause 6 hereof and in such case the goods shall be held at the Suppliers expense and shall not count as having been delivered unless the Company elects to make the goods fit for purpose in which event the Supplier shall have to pay to the Company the cost of so doing.
8. **INDEMNITY.** The supplier will indemnify the Company against the following:
 - i. Loss or damage or injury whatsoever and whenever arising caused to the Company or for which the Company may be liable to third parties, due to defective workmanship or unsound quality of the goods.
 - ii. Claims in respect of death or injury howsoever caused to any of the employees of the Supplier or to any employees of any agent or sub-contractor of the Supplier while in or about the Company's sites or workings or other places of business.
 - iii. Consequential loss or damage sustained by the Company or for which the Company may be liable as a result of the failure of the Supplier to supply the goods in accordance with the terms of this order and these conditions.



9. **INSPECTION OF GOODS.** Duly accredited representatives of the Company shall be allowed to inspect the goods at any stage of manufacture on giving the Supplier reasonable prior notice.

10. **DOCUMENTATION.**
 - i. All correspondence must quote the Company's order number.
 - ii. All invoices must be sent to Workington Road, Flimby, Maryport, Cumbria, CA15 8RY and must quote the Company's order number.
 - iii. All statements must be sent to Workington Road, Flimby, Maryport, Cumbria, CA15 8RY.
 - iv. All invoices and statements must show separately the VAT rate and the amount of VAT charged and the Supplier's VAT registration number

11. **FORCE MAJEURE.** In the event of strikes, accidents, bankruptcy or other unforeseen contingencies causing a delay on any of our contracts, we reserve the right to suspend, reduce or modify the order.

12. **PAYMENT.** Payment unless otherwise specified overleaf will be no later than the last day of the month following the month in which the Supplier invoice is received by the Company.

13. **PROPERTY & RISK.** The property and risk in the goods shall pass to the Company on delivery but without prejudice to any right of rejection.

14. **ASSIGNMENT.** The Supplier shall not assign or sub-contract the whole or part of this order without the written agreement of the Company.

15. **BANKRUPTCY.** If the Supplier shall become bankrupt or insolvent, or have a receiving order made against him, or compound with his creditors, or being a corporation, commence to be wound up, not being a members voluntary winding up for the purpose of reconstruction or amalgamation, or carry on its business under a receiver for the benefit of its creditors or any of them, the Company shall be at liberty either;
 - i. to terminate the contract forthwith by notice in writing to the Supplier, or to the receiver or liquidator, or to any person in whom the contract may become vested; or
 - ii. to give such receiver, liquidator or other person the option of carrying out the contract subject to his providing a guarantee for the due and faithful performance of the contract.

16. **CONFIDENTIALITY.** The Supplier shall hold as confidential information, details, specifications, drawings and any other matter relating to the goods or services to be supplied in anyway whatsoever and shall not disclose the same or any of the same to any other person except such of his employees and permitted sub-contractors and suppliers as may be necessary for the performance of his obligations under this contract. All documents and drawings containing such information and any copies thereof shall upon completion of the contract, or its termination for any reason, be returned to the Company.