

MURRAYWOOD CONSTRUCTION LTD PURCHASE ORDER - CONDITIONS OF CONTRACT

1. General

As used herein the term "Murraywood" shall mean Murraywood Construction Ltd. The term "Supplier" means the person or company to whom this order is addressed, and the term "Goods" shall be construed as meaning the goods, materials or services which the Supplier has contracted to provide.

These conditions shall form the basis of a contract between Murraywood and the Supplier and is personal to the Supplier, and may not be assigned or sublet without Murraywood's consent in writing.

Notwithstanding anything to the contrary in the Suppliers standard conditions or in any tender, quotation, advice note, invoice acknowledgement, letter or any other document issued or sent by the Supplier, these conditions shall apply except as otherwise specifically agreed by Murraywood in writing. No servant or agent of Murraywood has power to vary these conditions orally. If the Supplier shall not have previously accepted these conditions, then delivery by him of the Goods shall constitute such acceptance.

These general conditions shall be subject to such further special conditions as may be prescribed in writing at the time of this order by Murraywood and in the event of any conflict or apparent conflict between the special conditions and the general conditions, the special conditions shall prevail.

The conditions of any contract to which this order relates shall be applicable so far as they are not inconsistent with the terms hereof

2. Liability

No liability will be accepted by Murraywood in respect of any Goods supplied without a written instruction on an official order form, duly authorised on behalf of Murraywood.

3. Quality

All goods and workmanship supplied must be to appropriate specification as required by, and be to the satisfaction of, Murraywood and the Architect, Surveyor or Engineer, where relevant.

4. Deliveries

Deliveries are to be made in accordance with the dates shown on this order, unless otherwise agreed in writing. Where time is stated to be of the essence, late delivery will be regarded as constituting a breach of this contract. The Supplier shall furnish on request such programmes of procurement, manufacture and delivery as Murraywood shall reasonably require, and shall give notice to Murraywood as soon as practicable if such programmes are or are likely to be delayed.

Delivery and carriage of Goods must be free to Murraywood unless otherwise expressly agreed in writing and carriage paid whatever the mode of transit. Where sent by rail or carrier, detailed advice notes must be sent to the place of delivery on the day of despatch.

Any damage suffered or costs incurred by Murraywood as a result of delivery delays will be charged to the Supplier who will indemnify Murraywood against all claims arising out of or in the course of this contract attributable in any way to the execution of this order or any defect or failure in the Goods supplied including any losses, claims or damages sustained or incurred by Murraywood.

5. Risk

The Supplier warrants that Murraywood shall get good and clear title to the goods comprised in this contract at the point when the Goods or any part thereof are first set aside, selected or appropriated by the Supplier for the purpose of this Contract, but will remain at the Suppliers risk as regards deterioration, damage or loss until they are actually delivered to and accepted by Murraywood, irrespective of the method of transportation.

The Supplier shall on request provide evidence that he has paid all manufacturers or other suppliers or subcontractors in respect of monies due to them, prior to delivery of the Goods to Murraywood. If the Goods are not accepted by Murraywood on delivery or are subsequently rejected by it, then title shall thereupon revert to the Supplier.

6. Quantity and Type

Murraywood will not be liable in any respect for any Goods supplied either of the wrong specification or in excess of that stated on the order, and will be entitled to reject any delivery or part of any delivery consisting of insufficient, excessive or incorrect Goods.

Murraywood will endeavour to advise the Suppliers promptly of any shortage, loss or damage, and in the absence of a proper credit note reserve the right to deduct the value thereof from any monies due to the Supplier.

7. Acceptance

A detailed delivery ticket must accompany each consignment of Goods and only a delivery ticket bearing an original signature of Murraywood's duly authorised representative will constitute acknowledgement of delivery thereof subject to the terms of this contract. The signature will not otherwise form evidence of any matter other than simple delivery, nor will such signature be recognised as a variation or extra order without Murraywood's official confirmation in writing.

Notwithstanding the acceptability of any consignment or delivery, Murraywood shall be entitled to reject any goods which are found to be damaged or defective or otherwise not suitable for their purpose, and the Supplier shall immediately remove such defective, damaged or unsuitable goods or materials and replace them with suitable goods or materials, without any further cost to Murraywood.

8. Cancellation

Without prejudice to any other rights or remedies which Murraywood may possess, right is reserved to cancel the whole or any part of this order if during the progress of the works events arise to prevent the performance of the contract for which the goods are required, or if the Supplier fails to comply with any of the conditions of this order. In this event, liability will be limited to amounts due for Goods supplied at the date of cancellation.

Similarly, any breach on the Suppliers part of any form of this contract, either as regards time of delivery or otherwise shall (whether Murraywood have accepted the Goods or any part thereof or not, and whether the title in the Goods has passed to it or not) entitles Murraywood at its discretion, either to treat the contract as repudiated or to treat any such breach as a breach of warranty giving rise to a claim for damages.

Any determination of the contract by Murraywood under this provision shall be without prejudice to any rights of Murraywood which have arisen before the date of termination.

9. Price

The Goods will be paid for at the prices stated on this order, unless otherwise agreed by Murraywood in writing before delivery is made or subsequently at the discretion of its Chief Buyer. If this order is given subject to any rise and fall in labour and/or material costs, notification must be made in writing to the address shown overleaf immediately on the occurrence of any such variations, and Murraywood's written approval obtained thereto prior to execution.

10. Special Goods and Materials

When Goods are manufactured, prefabricated or carried out especially for a contract, Murraywood's liability for payment is limited to such amounts as and when Murraywood themselves receive from the employer or building owner payment in respect of such goods.

11. Set-offs and Contra Charges

Murraywood reserve the right to set-off or deduct from any monies due or becoming due to the Supplier the amount of any actual or contingent costs, claims, damages or expenses which Murraywood may have or are likely to incur in respect of any breaches of this agreement or the supply of any Goods in connection with this or any other contract, or the amount of any outstanding or disputed accounts rendered by Murraywood to the Supplier for materials supplied or services rendered to the Supplier by Murraywood.

12. VAT

Where the goods are subject to value added tax, the amount legally demandable is to be rendered as a separate item of account on a form of VAT invoice acceptable to HM Customs and Excise, and if required the Supplier shall produce bona fide evidence of the amount paid or to be paid in respect thereof.

13. Sale of Goods Act 1979

The Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982, or subsequent amendments to such legislation, shall apply to this contract in so far as the terms and conditions previously mentioned are not inconsistent therewith. The Supplier shall comply with all law and regulations concerning the manufacturing, procuring, purchasing transport and delivery of the contract goods and with the relevant requirements of the Health & Safety at Work Act 1974 or subsequent amendments to such legislation.

14. Guarantee

No limitation of guarantee will be accepted unless specifically agreed in writing by Murraywood. Where a specific or limited period or amount of guarantee is offered subject to observances by Murraywood of certain qualifying conditions, it is a condition of acceptance of this order that any action required by Murraywood under such conditions shall be regularly and formally notified to it in writing at the address given overleaf, failing which the period and value of the guarantee shall operation without any limitation.

15. Payment of your account may be delayed unless:

- (a) All Invoices are priced in the same method as shown on the face of this order.
- (b) All invoices and credit notes quote Murraywood's correct official order number in full together with place of delivery.
- (c) All invoices and credit notes are rendered to the same address as on the face of this order before the 15th of the month following delivery.