

## Terms & Conditions

### 1 Meanings, Definitions and Terms

1.1 The "Supplier" (any individual, firm or company) shall supply, and the "W Portsmouth & Co Limited" (W Portsmouth) shall purchase Goods and/or Services in accordance with the quotation and order documentation, which shall form a "contract" and be subject to these Terms and Conditions.

1.2 Except where condition 10 applies, these terms and conditions apply to every order placed by W Portsmouth with the Supplier. No terms and Conditions in or attached to any catalogue, quotation, invoice or other sales literature or document or tender or dispatch/delivery note, which are inconsistent with these terms and conditions or which purport to add to or vary them in any way, shall have an effect unless expressly accepted by W Portsmouth in writing. In the absence of such written acceptance, the Supplier shall be deemed to have withdrawn or waived his terms and conditions and to contract solely on the basis of these terms and conditions.

1.3 Any acceptance of goods and/or services by W Portsmouth shall not constitute or be deemed to constitute acceptance of the Suppliers terms and conditions. The contract shall commence and the Supplier will be contractually bound upon the despatch of a purchase order by W Portsmouth.

1.4 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of order (offer), invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the W Portsmouth.

### 2 Purchase of goods / services

2.1 The Supplier shall ensure that the goods and/or services shall:

- (a) correspond with the quantity, type, sort, quality, and description set out in the purchase order issued by W Portsmouth;
- (b) meet the performance standards and dates specified on the purchase order or notified to the Supplier by W Portsmouth;

- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by W Portsmouth;
- (d) where applicable, be free from defects in design, materials and workmanship and remain so for 12 months after delivery;
- (e) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling, and delivery of the goods and/or services.

2.2 If the goods and/or services do not comply with the W Portsmouth purchase order and/or instructions, W Portsmouth is entitled at its option to either return the goods at the risk of the Supplier; reject the goods and/or services; require the Supplier to re-perform the services or accept the whole or part of the goods and/or services supplied by the Supplier but without prejudice to any rights of W Portsmouth to claim compensation or damages for loss or damage suffered as a result of failure to comply.

2.3 Where some or all of the Goods have been damaged in transit (or have failed to arrive after dispatch by the Supplier) the Supplier shall either repair or replace the Goods in question (at the choice of W Portsmouth) if:

- (a) in the case of damage in transit W Portsmouth has informed the Supplier of the damage within 30 days of receiving the Goods; and
- (b) in the case of non-delivery and where the Supplier has notified W Portsmouth of the intended date of delivery, W Portsmouth has informed the Supplier within 10 days of the notified delivery date that the Goods have not been received.

2.4 If the Supplier fails to deliver the goods and/or perform the services by the date specified in the purchase order W Portsmouth shall be entitled to terminate the contract without notice

### 3 Delivery

3.1 The Supplier shall deliver the Goods to the address for delivery given in the Purchase Order and shall be accompanied by a delivery note prepared by the Supplier marked with the order reference from the Purchase Order. Where applicable, the delivery note shall also specify the means of transport, the place and date of delivery, the number of packages, the content of the packages, the weight and volume of the packages and whether or not the packaging must be returned to the Supplier.

3.2 Where the Supplier requires access to the any premises in order to deliver the Goods:

(a) the Supplier shall agree delivery times with the W Portsmouth in advance (unless agreed otherwise);

(b) the Supplier shall comply with any rules or security requirements applied by the W Portsmouth in relation to access any premises

3.3 Except where otherwise agreed by W Portsmouth, delivery of the Goods shall include unloading the Goods at such place and in such manner as W Portsmouth shall reasonably direct.

3.4 The Supplier shall deliver the Goods on or (where agreed) before the date or dates given in the Purchase Order. Unless the Purchase Order states otherwise, the time of delivery is of the essence as set out by these conditions and any failure to deliver the Goods by the date (or at the time) given in the Purchase Order shall entitle W Portsmouth to give the Supplier notice terminating the Contract with immediate effect

3.5 Where delivering to a construction site W Portsmouth require all delivery vehicles to be accredited with a minimum of Bronze FORS Standard to ensure levels of safety, efficiency and environmental awareness are in place.

#### 4 Installation

4.1 Where the Purchase Order requires the Supplier to install the Goods:

(a) the Supplier shall make no delivery of plant, materials or equipment and shall not commence any installation work without the prior consent of W Portsmouth

(b) the Supplier shall carry out the installation work diligently and with reasonable skill and care

(c) the Supplier shall comply with W Portsmouth's requirements relating to access to and use of the premises and shall co-ordinate its work with any other employee or contractor who is carrying out work; and

(d) shall keep all areas clean and tidy at all times and shall remove all plant and unused materials when the installation work is complete

4.2 W Portsmouth shall have the power at any time during any installation works to give notice to the Supplier requiring:

(a) removal of any materials which are hazardous or noxious or not in accordance with the contract

- (b) removal and re-execution of any installation work or any Goods which are not in accordance with the contract

## 5 Price, payment and set off

5.1 The price for the goods and/or services shall be the price set out in the Supplier's quotation current at the date of acceptance by W Portsmouth or at issuance of purchase order by W Portsmouth and shall be inclusive but not limited to the costs of packaging, insurance, and carriage of the goods and/or provision of the services. No extra charges shall be effective unless agreed by W Portsmouth.

5.2 In respect of goods, the Supplier shall invoice W Portsmouth on or at any time after completion of delivery. In respect of services provision, the Supplier shall invoice W Portsmouth in full, monthly, or quarterly as agreed with W Portsmouth. The valid VAT invoice must contain the purchase order reference and shall include such supporting information required by W Portsmouth to verify the accuracy of the invoice.

5.3 W Portsmouth will, unless stated elsewhere pay the invoiced amounts within 60 days of the date of a valid and correct invoice to a bank account nominated in writing by the Supplier. All payments shall be made to the Supplier as indicated on the form of acceptance or invoice issued by the Supplier.

5.4 W Portsmouth may, without limiting its other rights or remedies, set off any amount owing to it by the Supplier against any amount payable by W Portsmouth to the Supplier

## 6 Indemnity and Insurance

The Supplier shall hold and keep W Portsmouth indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by W Portsmouth due to or arising out of the performance of the contract or any breach by the Supplier of these terms and conditions or any term or obligation implied by law or any statutory provision that may be in force from time to time. The Supplier shall at all times have sufficient insurances in place and provide written evidence to W Portsmouth upon request.

## 7 Confidentiality

The Supplier shall treat all confidential information belonging to W Portsmouth as confidential and safeguard it accordingly, and shall not disclose any confidential information without the prior written consent of W Portsmouth.

## 8 Termination

In addition to clause 2.4 and 9.1, if at any time after the commencement of the contract the Supplier commits: a material or persistent breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days after receiving notice of the breach; commits a material breach which cannot be rectified, then W Portsmouth may terminate the contract with immediate effect.

## 9 Generally

- 9.1 Force majeure: Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under the Contract if and to the extent such delay or failure is caused by an event or circumstance, which is beyond the reasonable control of that party, which by its nature could not have been foreseen by such a party or if it could have been foreseen was unavoidable. If such event or circumstances prevent the Supplier from supplying the Goods and/or Services for more than 4 weeks, W Portsmouth shall have the right, without limiting its other rights or remedies, to terminate this Contract with immediate effect by giving written notice to the Supplier.
- 9.2 Assignment and subcontracting: The Supplier shall not assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of W Portsmouth.
- 9.3 Notices: Any notice or other communication required to be given under or in connection with this Contract shall be in writing and shall be delivered to the other party by prepaid first-class post (or via email correspondence)
- 9.4 Any variation, including any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by W Portsmouth

## 10 Terms and Conditions

These terms and conditions shall be governed by and construed in accordance with English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales, unless W Portsmouth specifies different terms and conditions in its tender or quotation documentation or some other contract entered into by the parties. If different terms and conditions are specified by W Portsmouth, those terms and conditions will override these.