

## Terms of Supply

### Definitions

The Company - J Chaplow & Sons Limited.

The Purchaser - the company, partnership or individual to whom the company is to supply goods and services.

The goods - the goods and services to be purchased from the Company.

Delivery date - the date that the Company notifies the Purchaser that it intends to deliver the goods and services to be purchased.

The contract - the agreement between the Company and the Purchaser for the supply of the goods.

1. The Company will supply the goods on the terms and conditions set out below. These terms and conditions of sale will bind the parties to the exclusion of any other terms unless agreed in writing between the parties.
2. The price for the company's goods and services will be that agreed between the parties.
3. Estimates will be valid for the period set out or for three months if not specified. They may not be relied on thereafter.
4. Changes arising from additional works on site.

The Company reserves the right to charge for additional works required of it on site.

### 5. Payment

- a) The Company will raise invoices for its goods and services as agreed with the Purchaser.
- b) The Company's invoices will fall due for payment on issue.
- c) The Purchaser will pay the Company's invoices within 21 days of receipt of the same (the Final Date for Payment)

### 6. Suspension of supply and services

In the event that the Purchaser fails to pay sums properly due to the Company, the Company may issue a notice requiring payment sums due to it within 7 days and indicating that it will suspend the supply of the goods if payment is not made within that time.

### 7. Consequences of Suspension

In the event that the Company suspends the supply of the goods then the company will not be responsible for any loss to the Purchaser arising from the suspension of the supply of the goods.

### 8. Termination of the agreement

- a) In the event that
  - a. the Purchaser fails to pay sums properly due to the Company
  - b. The Purchaser fails to take delivery of the goods within 7 days of a notice requiring it to do so

Then the Company can serve a notice specifying the default and requiring rectification of the same within 7 days.

- b) In the event that the specified default is not rectified within 7 days of the service of a notice served under 8 (a) above then the Company may at any time thereafter terminate its contract with the Purchaser by written notice.
- c) In the event that the Purchaser
  - a. Passes a resolution to be wound up
  - b. Has a winding up order made against it
  - c. Enters into an arrangement with creditors

The Company can by notice terminate the agreement forthwith.

### 9. Consequences of termination.

- a) In the event of the termination of the Company's contract with the Purchaser then
  - i. The Company's obligations under the contract are terminated
  - ii. The Company, may seek to recover all losses arising from the termination of its contract with the purchaser.

- iii. The Company will have no liability for any loss howsoever arising to the Purchaser from the termination of the Company's contract with the Purchaser.

10. Interest on late payments.

The Company will charge simple interest on late payment of its invoices at the rate of 5% over the base rate of Barclays Bank Plc at the time the payment fell due.

11. Limitation of liability

- a) The Purchaser will notify the Company within 5 days of delivery of any defects in the goods supplied.
- b) The Company will be entitled to inspect any alleged defects in the goods within 5 days of receiving notification of the same.
- c) The Company will be entitled to put right any alleged defects in the goods or if that is not possible to replace the goods at its own expense
- d) Nothing in these conditions excludes or limits the Company's liability for death or personal injury .
- e) Subject to the above, the Company's liability to the Purchaser arising from the supply of its goods and services shall be limited to the contract price for the goods and services supplied.
- f) The Company shall not be liable to the Purchaser for any pure economic loss, loss of profit, loss of business, loss of goodwill, loss arising from delay or any claims for consequential loss arising out of or in connection with the contract

12. Force Majeure

The Company shall have no liability under this agreement if it is prevented from or delayed in performing its obligations under this agreement or from carrying on its business by acts, events, omissions arising from circumstances beyond its reasonable control, such circumstances to include, but not being limited to strikes, lock outs, or other industrial disputes (whether involving the party's workforce or not), failure of a transport network, act of God, war, riot, civil commotion, malicious damage, terrorist act, epidemic, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood storm or default of suppliers or sub-contractors.

13. Dispute resolution

- a) Either party may refer any dispute arising out of the contract to an adjudicator appointed by the Royal Institution of Chartered Surveyors at any time.
- b) Any adjudication will be conducted according to The Scheme for Construction Contracts (England and Wales) Regulations 1998 ("the Scheme") or any revision of the Scheme in force at the time either party serves a Notice of Adjudication.
- c) The parties can refer any dispute to the courts of England and Wales

14. Notices

- a) Any notices to be given under this agreement shall be in writing and given by actual, recorded or special delivery or by fax.
- b) Notices shall be served at the party's usual place of business.
- c) Where given by recorded or special delivery it shall, subject to proof to the contrary, be deemed to have been received on the Second Business day after posting.
- d) When given by fax and upon receipt of a successful proof of transmission the notice will be deemed served on the date of transmission if received before 4pm or on the following business day if received after 4pm.

15. Contracts (Rights of Third Parties) Act 1999

Nothing in this contract confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.

16. Reckoning Periods of days.

Where under this agreement an act is required to be done within a specified period of days after or from a specified date, the period shall begin immediately after that date. Where the period would include a day which is a Public Holiday in England that day shall be excluded.

17. Applicable Law

This agreement shall be governed by and construed in accordance with the law of England.