

# CONNEX OFFSITE LTD

## TERMS AND CONDITIONS 2024

### 1. GENERAL

All orders by or on behalf of the Company for goods or materials or for the execution of works or services and any variation or amendment thereof are given or made subject to these Conditions; any other term or any condition put forward by the Contractor which are inconsistent with these Conditions shall be void unless specifically agreed in writing by the Company. The following definitions shall apply:-

"the Company" shall mean Connex Offsite Ltd

"the Contractor" shall mean the supplier or seller

"the Contract" shall mean and include all obligations arising subsequent to the issue of the order attached hereto and any agreed condition or various thereto.

### 2. ASSIGNMENT

The Contractor shall not assign or sublet all or any part of the Contract normally attributable to the Contractor's manufacture or supply without the Company's consent in writing. Any permitted assignment or subletting shall be made subject to the Contract and the Contractor shall provide copy orders of such permitted sublet work.

### 3. PROGRAMME

Time is to be the essence of the Contract so far as concerns the delivery or completion dates shown in the purchase order. Completion of the Contract by delivery of the goods or completion of the services by the stipulated date is essential. The Contractor must notify the Company immediately of any circumstances which might conceivably affect completion. In the event of non-compliance with delivery or completion dates, the Company shall have the right to cancel the order or any part thereof and the Contractor shall be liable for any damages or loss suffered or incurred by the Company by reason of such non compliance. The Contractor shall pay to the Company liquidated damages for each week or part of the week for any delay to the due delivery or completion dates. The Contractor shall not be under any liability for failure to perform any obligation under the Contract to the extent that the performance is prevented, frustrated, hindered or delayed by war, insurrection, riot, fire, floods, strikes, lock-outs or Government intervention or any cause reasonably beyond the control of the Contractor. Notice of any force majeure claim must be given promptly and confirmed to the Company in writing or by telefax or telex within three days of the event.

### 4. STANDARD OF SUPPLY

All goods and/or services shall:

- (i) Conform as to quality and description with the Purchase Order.
- (ii) Be of sound material and workmanship
- (iii) Conform with any sample, pattern, drawing or design approved or supplied by the Company
- (iv) Conform to any specification, drawing or sample specified in the Purchase Order and subject thereto be the best of their kind and of first class workmanship.
- (v) Be capable of any standard of performance specified in the Purchase Order.
- (vi) Be fit for the purpose for which they are required.
- (vii) Comply with the relevant requirements of common law and any statute, statutory rule, or order or other regulation having the force of law which may be in operation on delivery in particular but without prejudice to the generality of the foregoing the Contractor

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undertakes to comply in every respect with the requirements of the Health and Safety at work, etc. Act 1974.

- (vii) Where the goods or materials are required for inclusion in works which the Company is the Main Contractor or Subcontractor, the goods or materials shall be to the satisfaction of the Company and the Architect/Engineer or supervising officer named in the Contract.
- (viii) The Contractor hereby warrants that the sale to and the use by the Company of goods or materials shall not infringe any British or foreign patents.

### 5. INSPECTION

- (1) It is hereby acknowledged by the Contractor that this Order has been placed pursuant to a Contract between the Company and its Employer. Any requirements concerning evidence of compliance to specifications, quality records, test or inspection reports, safety appraisals, work or method statements and the like notified by the Company to the Contractor shall be met within a reasonable time and the Contractor hereby indemnifies the Company against any foreseeable loss or damage arising from a breach of this undertaking. The Contractor hereby grants the Company the right to visit by prior appointment during normal working hours the Contractor's premises where the goods or materials are being manufactured, fabricated or stored to make such inspections as are considered necessary by the Company in connection with its Quality Assurance procedures. The Company's representatives may be accompanied by the representatives of the Employer.
- (2) If as a result of any inspection or test the Company's representatives are of the reasonable opinion that the goods do not comply with the Contract or are unlikely on completion of manufacture so to comply they shall inform the Contractor in writing and the Contractor shall take such measures as may be necessary to ensure compliance.

### 6. GUARANTEE AND DEFECTS LIABILITY

Notwithstanding anything done or omitted to be done on the part of the Company which would otherwise constitute or be deemed to constitute acceptance of the design, goods or materials and/or works or services and without prejudice to any other right of the Company, if any fault in design, materials or workmanship shall occur within a period of twelve months after the goods or materials have been brought into service on the contract, due to the design, goods or materials, work or services not being in accordance with the Contract and, if notice thereof is given by the Company as soon as reasonably practicable, the defective design, goods or materials shall, at the option of the Company, either be replaced or the defective workmanship or services made good at the expense of the Contractor as directed by the Company. Any goods or materials replaced or any defective workmanship or services made good shall be guaranteed for a further period of twelve months.

### 7. PATENTS

The Contractor shall indemnify the Company against all claims made against the Company and all liability in respect of any claim made by any Third Party for any infringement of letters, patent, registered design, trade mark, copyright, know-how, licence or any similar rights in respect of the manufacture, sale and/or use of any goods, materials or process comprised in the Contract for the performance thereof and for all costs and expenses incurred by the Company in connection therewith. The Contractor warrants there is no infringement of any such rights and that all licences or other permits necessary for the performance of the Contract have been granted.

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### 8. CONFIDENTIAL INFORMATION

Any drawings, specifications or technical information, etc. associated with the order and issued to the Contractor for the purposes of performing the Contract shall be regarded as confidential and shall not be published or disclosed to any third party or used by the Contractor otherwise than for the Contract, unless agreed in writing by the Company. Such items shall remain the property of the Company and shall be returned to the Company after the completion of the Contract. The Contractor shall be responsible for the safe custody of all such items supplied.

### 9 OWNERSHIP OF MATERIALS AND WORK IN PROGRESS

Where payment is to be made by instalments all work done and all goods or materials intended for the completion of the Contract, wherever the same shall be, shall, after payment of the first instalment applicable to such work and/or materials, be deemed to have been unconditionally appropriate to the Contract and shall become the absolute property of the Company, free from all debts, contracts and engagements on the part of the Contractor who shall, as soon as practicable, place an identifying mark on the various parts of the work and on all materials ordered or intended for the Contract. Without prejudice to the foregoing, all materials and work in progress shall be at the Contractor's risk until all works specified in the Contract have been completed in accordance with the Contract. In the case of materials or workmanship not subject of payment by instalments, the property in these materials or workmanship shall pass to the Company on delivery to the specified place of delivery.

### 10. COMPANY' S MATERIAL

Where the Company issues goods or materials free of charge to the Contractor, such goods or materials shall be and remain the property of the Company and shall be maintained by the Contractor in good order and condition. The risk in such goods and materials shall be the Contractor's and shall be insured accordingly. Where there are surplus goods or materials these shall be disposed of in accordance with instructions from the Company.

### 11. PACKING AND DELIVERY

- (1) All goods and materials must be properly and securely packed at the Contractor's expense prior to delivery. The Contractor will be responsible for damage arising as a result of improper packing.
- (2) Any goods lost or damaged in transit or unloading (unless carried out solely by the Company) shall forthwith be replaced by the Contractor at no cost to the Company.
- (3) Any goods and/or materials which are hazardous shall be marked with the appropriate international danger symbols and the name of the goods or materials. The Contractor shall observe all international agreements relating to the packing, labelling and carriage of hazardous goods.
- (4) Goods are to be supplied only against the Company's printed order and the order reference number is to be used on all delivery notes, invoices and other documents relating to this order.
- (5) All goods or materials delivered to the Company must be signed for by the Company or its duly authorised agent on its behalf. Such signature denotes acknowledgement of delivery only and does not imply acceptance of quality of such goods or materials.
- (6) Whoever signs for the goods in accordance with paragraph 11 (5) above has no authority to amend the conditions of the Company's order (pursuant in particular to paragraph 11(7) below).
- (7) Any items or conditions in the Contractor's quotation or put forward by the Contractor after the date of this order shall not form part of the Contract unless expressly accepted in writing by the Company and signed by the signatory on the face of this order.

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### 12. ADDITIONS AND VARIATIONS

The Company shall not be liable to pay for or be responsible for any additions or variations to the order, unless the Company has confirmed the same in writing and has agreed to:-

- (1) any consequential addition to or deduction from the purchase price and/or
- (2) any variation to the delivery or completion date.

No terms expressed or implied on any future correspondence shall undo any of these conditions.

### 13. LABOUR AND PLANT

- (i) The Contractor shall indemnify the Company for all loss, damage, claims, demands or liability and all costs and expenses incurred in connection therewith arising from any act, neglect, default or breach of statutory or other duty on the part of the Company or of any servant or agent of the Company in the course of lending or providing use or assistance of any loaned plant or labour at the request (express or implied) of the Contractor, his subcontractor or agent or of any employee of any of them.
- (ii) The Contractor shall be responsible for the insurance, preservation and safe custody of his own plant, equipment and stores at all times.
- (iii) All cleaning up consequent on the Contractor's work shall be carried out by the Contractor. All rubbish shall be cleared away promptly to the satisfaction of the Company.

### 14. SAFETY

The Contractor, his subcontractors and agents and all employees of such persons whilst engaged upon work at any premises of the Company or while on any contract for the Company for any reason shall at all times observe and be bound by the rules, regulations and procedures for the time being applicable to the employees of the Company at that place and shall in all respects fulfil, comply with and observe all statutory obligations, orders, bye-laws and other requirements applicable to that place.

In particular, statutory obligations arising under the Health and Safety Legislation shall be complied with in the performance of this Contract.

### 15. THE CONTRACTOR SHALL INDEMNIFY THE COMPANY IN RESPECT OF:-

- (i) any and all loss, damage or expense suffered by the Company in consequence of any negligence or breach of statutory or other duty on the part of the Contractor, his subcontractor or agent or any servant of any of them in any way arising out of or connected with the performance of the Contract or any defect in or incorrect assembly of any goods or work supplied or executed under or for the purpose of performing the Contract notwithstanding the same may have been inspected and/or accepted by the Company.
- (ii) all claims made against the Company by any third party including any servant or personal representatives or dependants of any servant of the Company for any such negligence or breach of duty or defect or incorrectness as aforesaid.
- (iii) all claims made against the Company by any servant or agent of the Contractor or by any servant or agent of any subcontractor or by the personal representatives or dependants of any such servant or agent for or in respect of the death of or of any damage, loss or personal injury incurred or suffered by such servant or agent or any third party, in each case unless due to the negligence of the Company.
- (iv) all legal and other costs howsoever incurred by the Company in connection with any such loss, damage or claim as aforesaid.

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- (v) any loss, expense, action, costs, demands or claims made by a third party and arising out of the purchase and/or proper use or resale of the goods by the Company.

### 16. BANKRUPTCY AND LIQUIDATION

If a receiving order is made against the Contractor or if the Contractor shall enter into an arrangement or composition with its creditors or if the Contractor shall go into liquidation voluntarily or otherwise (except for the purposes of amalgamation or reconstruction) or if a receiver or manager of the Contractor shall be appointed, then the Company shall have the right to cancel the Contract forthwith without compensation to the Contractor. The exercise of this right of cancellation shall be in addition to any other right of action or remedy of the Company.

### 17. LAW AND ARBITRATION

Whatever the nationality, residence or domicile of the Contractor or wherever the address to which the goods or materials are to be delivered is situated, this Contract is governed by the Laws of Northern Ireland. Note that any disputes arising from orders placed with a Supplier domiciled or in residence in states other than Northern Ireland, or where the supplier is of a nationality of a State other than Northern Ireland, the dispute is to be referred to arbitration in accordance with the LCIA rules of arbitration. The Lex Causi and Lex Arbitri are to be in Northern Ireland, with any hearings held in Northern Ireland

Nothing in this agreement shall confer or purport to confer upon any third party any benefit or right against the Company or Contractor.

### 18. PAYMENT

- (1) Payment terms are to be net 30 days from month end, invoice not to be issued prior to receipt of all goods from the Contractor to the Company, unless otherwise stated in this order.
- (2) Payment as regards both timing and amount shall be subject to compliance with all of these conditions by the Contractor, and the Company shall be entitled to deduct from any payment otherwise due under this or any other contract between the Contractor and the Company any costs, loss or damage suffered by the Company arising from the failure of the Contractor to comply with this Order or these conditions.
- (3) The Contractor may not assign any benefit or burden under this Order or factor any payments it may be entitled to receive under this agreement.

### 19. INSURANCE

- (1) The contractor is to maintain Employers Liability and Public Liability, Product Liability, Latent Defects and Professional Indemnity insurance all at a minimum value of £5M or the equivalent value in other currency at the time of the execution of the Order.