

Exclusion of Seller's Terms and Conditions to be absolute save as to Price

In accepting this purchase order of goods and materials the Seller accepts the Special Conditions set out below as part of the Contract of Sale for the goods and materials described on the face of this purchase order and hereby accepts that these Special Conditions will prevail over any terms of the Seller whether given in previous dealings or in writing before or following the placing of this purchase order

These Special Conditions are in addition to Realtime Civil Engineering Ltd ("the Company") statutory rights.

Only orders for goods and materials that are placed on official purchase orders of the Company shall be binding.

Quoted Price, Quantities and Third-Party Rights

The Quoted price of the Seller shall be deemed to include the cost of delivery and unloading, all royalties, charges and commissions and/or other sums (to whoever payable) in respect of the extraction, manufacture and use of any goods or materials provided under this Contract of Sale.

The Seller shall indemnify the Company against all claims, demands and proceedings arising from any infringement of any patent, copyright, licence or other right (including title) of any nature whatsoever in respect to the goods and materials provided under the Contract of Sale. In the event of any injunction or distress being served or levied in respect of such matters or any third-party rights which restrict the use, adaptation or incorporation of such goods or materials into the principal contract the Seller shall without prejudice to any other rights or remedies of the Company replace such goods or materials with others as may be approved by the Company without further cost.

Quality and Right of Rejection

The Company reserves the right to reject any goods or materials without charge by the Seller where such goods or materials do not meet the reasonable satisfaction of the Company or any architect, consultant engineer or other representative of the Employer of the Company under the principal contract. The Seller at their request may inspect a copy of the appropriate principal contract

The Seller shall observe in all respects the terms and conditions of the principal contract relevant to the goods and materials supplied as if the Seller were a party to the principal contract.

Right of Cancellation and Programme

The Company reserve the right of cancellation of the whole or part of the goods or materials making up this order up to the time of delivery.

The Seller is required to make delivery in accordance with the Company's works programme as notified with this order and should notify the Company of any inability to comply with such programme requirements immediately on the placing of this order or on such inability becoming apparent.

Consequential Loss

Where goods and materials are supplied that are not in accordance with the Contract of Sale the Seller accepts liability for the Company's proven consequential loss in respect of such goods and materials.

In the absence of such notification in accordance with clause 10 above and failure to meet the Company's programme the Seller accepts liability for the Company's proven consequential loss.

Insurance

To the extent that this purchase order relates to works to be executed by the Seller, the Seller shall maintain the following insurances:

Employer's liability insurance covering liability for death and personal injury, the Policy to be endorsed to indemnify the Company as principal.

Third Party insurance (including damage by fire, flood and explosion) with an indemnity of at least £20,000.00 of any one claim such claims to be unlimited in any period of cover and the policy endorsed to indemnify the Company as principal.

The Seller shall provide proof of such insurance cover to the Company within one week of the acceptance of this particular order.

Carriage and Delivery

All supplier and subcontractor vehicles above 3.5 tonnes delivering to all sites must achieve FORS (Fleet Operator Recognition Scheme) Silver Standard. The project traffic marshals will be advised that unless these standards are met then the vehicle will be turned away from site. All contractor vehicles should clearly display the FORS Badge.

The Seller while effecting delivery of goods and materials to the Company on premises either wholly or partly occupied by the Company or upon any road or footpath adjacent to such premises shall indemnify the Company in respect of all actions, claims or damage arising from the death or injury to any person or damage to property in the event of such death personal injury or damage to property being cause directly or indirectly by breach of any duty imposed by statute, common law or otherwise on the part of the Seller and their servants and agents.

The Seller in supplying goods and materials under this purchase order shall be responsible for safe delivery of the goods and materials to the Company in an undamaged state and deliver and off load at a point as directed by the Company. Any carrier employed by the Seller in respect to delivery will be the agent of the Seller and not that of the Company.

A delivery note must accompany all goods and materials supplied to the Company. Invoices in respect of such goods and materials shall be rendered to the Company as early as possible following the time of dispatch. Such Invoice to clearly show the Company's order number and name of the principal contract and delivery address.

Payment

Payment by the Company will be made within number of days specified (i.e. 90, 60, 45 or 30 days) on official Materials Order.

Rev	Date	Comments
001	05.06.14	First Edition
002	01.03.19	IMS Update New Header/Footer
002	01.03.20	Annual review – no changes
002	01.03.21	Annual review no changes