



Coombes Forestry Ltd - Standard Purchase Terms for Goods & Services

Please supply undermentioned goods/undertake the following work, subject to the Purchase Conditions, and instructions hereon and over. If you cannot comply with this order kindly advise the undersigned immediately.

The Purchase Conditions shall prevail to the exclusion of any terms or conditions endorsed upon, delivered with or contained in the Supplier's quotations, acknowledgments or acceptances of orders, specifications or similar documents, or which are implied by trade, custom, practice or course of dealing, and the Supplier waives any right which it otherwise might have to rely on such terms or conditions.

1. INTERPRETATION

In these clauses where the context admits:

"Coombes Forestry Ltd", "Coombes Group Limited", "Coombes" or "CFL" means Coombes Forestry Ltd (registered in England under company number 06844342) whose registered office is at 6 New Buildings Farm, Winchester Road, Petersfield, England, GU32 3PB, its successors and permitted assignees.

"Contract" means the agreement between Coombes Forestry Ltd and the Supplier which incorporates these Purchase Order Conditions and the requirements set out in the Purchase Order together with any documents referred to or supplied therein.

"Design" means where the Purchase Order states the Supplier is to Design the Goods, or any component or element of the Goods, the Supplier is to Design the Goods in accordance with these conditions and the Contract.

"Goods" means the Goods and/or plant and/or equipment and/or materials to be supplied as set out and/or generally described in the Purchase Order or may be reasonably inferred from the Purchase Order.

"Manufacturer" means the manufacturer of the goods which may or may not be the Supplier of the Goods.

"Place of Delivery" means the Site or such other place(s) where goods are to be delivered as may be notified to the Supplier.

"Purchase Order" means the Coombes Purchase Order used to order Goods from the Supplier.

"Purchaser" means Coombes Forestry Ltd

"Price" means the fixed price for the supply of Goods set out in the Purchase Order.

"Site" means the place(s) where Goods are to be installed or used as stated in the Purchase Order.

"Specification" means the specification, drawings, samples and/or patterns (if any) referred to or described in the Purchase Order in accordance with which the Goods are to be supplied.

"Supplier" means the person(s), organisation or entity identified on the Purchase Order and to which the Purchase Order is made and undertake(s) to supply the Goods, including any successors and/or permitted assignees.

"Warranty Period" means 12 years from the date on which the Goods are actually delivered, or if in separate consignments the date of delivery of the latest consignment or the period provided by the Supplier or manufacturer of the Goods, whichever is the longer.

2. QUALITY

a) Without prejudice to or limitation of Coombes's statutory rights, the Goods supplied shall comply in all respects with the Specification. Where no Specification, in full or in part, of any Goods or component or element of the Goods is referred to in the Purchase Order then the Goods, including any component or element shall comply with the relevant British Standard, British Standard Code of Practice, Building Regulations, Local Authority Standards, Coombe's Standards and Railway Group Standards, whichever is the higher standard of quality.

b) All Goods supplied by the Supplier shall be fit for the purpose intended as indicated by the Purchase Order or as may be reasonably inferred therefrom. Unless stated in the Purchase Order otherwise, all Goods shall be new and free from any defects.

c) The Supplier shall test the Goods during and following manufacture in accordance with applicable industry standards and/or the Specification to ensure that the Goods are in accordance with the Contract and fit for purpose. The Supplier shall give adequate notice when testing is to occur to the Purchaser to enable the Purchaser, should it so wish, to witness the testing of the Goods. Testing and witness testing of the Goods is deemed included in the Price. The Supplier shall, where necessary or where requested by the Purchaser, supply certificates of grading.

d) The Supplier shall fully comply with the Construction Products Regulations 2011 and shall ensure that all Goods supplied to the Purchaser have CE marking, where required and that the Declaration of Performance ("DoP") is available on request.

e) The Supplier shall, upon request of the purchaser, supply samples at no cost to the Purchaser.

f) The Supplier shall satisfy himself and ensure that no Goods, materials or substances are generally known or suspected of being deleterious themselves or in combination with other goods, materials or substances within the construction industry or by the Supplier's trade including substances which have been referred to by the B.R.E. as being hazardous to health and safety or to durability of the Goods or materials or substances which are not in accordance with current British Standards Specifications and Codes of Practice have been incorporated in the Goods to be supplied under the Purchase Order.

3. INTELLECTUAL PROPERTY RIGHTS

a) The Supplier warrants that the supply by the Supplier and the use by the Purchaser or any other user of the Goods does not and will not infringe any patent, copyright or trademark or any like property right of any third party.

b) The supplier shall indemnify the Purchaser against all loss, damage, costs and expenses for which the Purchaser is or becomes liable as a result of any infringement or alleged infringement by the Supplier of any third party's intellectual property rights.

c) The Supplier grants the Purchaser an irrevocable, royalty-free, exclusive licence to use and reproduce drawings, samples, models, tests or any other information supplied by the Supplier.

d) Any Specifications, plans, drawings, samples, designs or equipment supplied by the Purchaser to the Supplier in connection with the Contract shall remain the property of the Purchaser and shall be treated as confidential and shall not be published or disclosed to any third party or used by the Supplier (except for the purposes of the Contract) save with the consent in writing of the Purchaser.

4. DELIVERY

a) The Supplier shall deliver the Goods in accordance with the instructions shown on the Purchase Order and any specified delivery date and time of delivery shall be of the essence of this contract. The Purchaser will be under no obligation to accept or pay for quantities of Goods delivered in excess or in advance of the quantity, date or rate (as appropriate) stipulated by such instructions.

b) Unless otherwise provided in the Purchase Order, no charge shall be made by the Supplier for packing cases and materials or for delivery to the specified place of delivery.

c) Unless otherwise provided in the Purchase Order, the Goods shall be unloaded by the Supplier. Where any access to the bed of any vehicle is required by either the Supplier or Purchaser or their personnel during the delivery then the Supplier shall be responsible for the provision and erection of safe access and edge protection in compliance with all legislation including but not limited to the LOLER and PUWER regulations.

d) Each delivery shall be accompanied by a delivery advice note which must clearly show the quantities being delivered and the Purchaser's Purchase Order number. In addition, where relevant, Data/Hazard sheets covering all substances delivered (including Hazard Data Sheets required under The Control of Substances Health and Regulations (COSHH) 1994), together with assessments of risks and information on instructions and training requirements shall be submitted. All Goods shall be supplied with the relevant test certificates, manufacturers or Supplier's literature and operating instructions.

e) If the Supplier suffers delay to the Design, manufacture or delivery of the Goods by reason of fault of the Purchaser, the Purchaser shall extend the time or times of Design, manufacture and delivery as may be appropriate in the circumstances.

f) The Purchaser shall be entitled to inspect the Goods at all reasonable times prior to delivery. The Supplier shall make all necessary arrangements to enable the Purchaser to inspect, test and examine the Goods.

- g) The Supplier is deemed to have knowledge of the Place of Delivery and/or Site including any details of access and restrictions thereof and, unless stated otherwise in the Purchase Order, is deemed to have included within the Price for delivery of the Goods taking account any and all restrictions to the Place of Delivery or Site.
- h) In making delivery of the Goods the Supplier shall comply with all legislation, byelaws, local byelaws and the like and the Purchaser's site rules applicable to the Site or Place of Delivery. Such site rules are available on request from the Purchaser. Request for such site rules must be made no later than 7 days prior to delivery of the Goods.
- i) The Purchaser may postpone the date for delivery of the Goods to the Place of Delivery or Site to a later date than set out in the Purchase Order by written or verbal communication to the Supplier. The Supplier shall not be entitled to a change to the Price for such postponement instigated by the Purchaser.
- j) The Supplier shall abide and comply with the Purchaser's site rules (it being the Supplier's responsibility to request in advance of any delivery such site rules from the Purchaser) and shall ensure that all of the supplier's personnel, including lorry drivers must wear suitable Personal Protective Equipment ('PPE') in accordance with the applicable standards where the delivery is taking place.
- k) The Supplier shall have the following in place:
1. A written formal safe system of work whilst unloading/loading Goods on or adjacent to any Purchaser Site or place where the Purchaser requests delivery. The Suppliers safe system of work must be specific, relevant and proportional to the task and be held by the Supplier's personnel delivering the Goods, including any delivery subcontracted by the Supplier.
 2. Where lorry mounted cranes are required for the Supplier's delivery of the Goods, the Supplier shall provide a lifting plan, risk assessment, written appointment of Lift Supervisor, Certificate of Thorough Examination and qualifications of the driver(s) slinger(s), signaller(s) which shall be in the possession of the Supplier's personnel delivering the Goods.
- l) The Supplier shall comply with all the Purchaser's policies, including the Purchaser's traffic management plans, use specified routes and relevant booking procedures where advised.
- m) The Supplier shall ensure that it or any subcontractor it employs who operates HGV vehicles for delivery to the Purchaser shall:
1. Be signed up the CLOCS Memorandum of Understanding and become a CLOCS champion to demonstrate commitment to the Standard and measures to be taken to improve the management of road related risk. Additional information is available at CLOCS website <http://WWW.clocs.org.uk>
 2. Partake in vehicle compliance checks at locations in line with the CLOCS Standard
 3. Hold UK wide minimum FORS Silver accreditation covering all operating centres. FORS website <http://www.fors-online.org.uk>

5. INVOICES

Invoices should be addressed to Unit 6 New Buildings Farm, Winchester Road, Petersfield, GU32 3PB, or, if no supporting documentation is attached, original computer-generated pdf invoices can be emailed to accountspayable@coombesgroup.com. Unless otherwise agreed in writing, invoices must be dated and issued no earlier than the delivery date of each consignment of Goods and must show any applicable trade or settlement discount, the Purchaser's Purchase Order number and the delivery advice note number.

6. PAYMENT

- a) Without prejudice to its rights under clause 8 and clause 15 the Purchaser shall, in respect of Goods which have been properly supplied and delivered in accordance with these conditions and for which the Purchaser has received a valid and correct invoice, pay the price in the Purchase Order to the Supplier in respect of that invoice no later than 30 days from receipt. If the Supplier's invoice does not comply with the requirements of clause 5 and clause 9, the Purchaser shall be under no obligation to pay the same.
- b) If any sum under the Contract is not paid by the final date for payment then, without prejudice to the parties' other rights under the Contract, that sum shall bear simple interest from the final date for payment until payment is made in full at a rate of 2% per annum above the Bank of England Base Rate current at the date that a payment under this Contract becomes overdue. The Supplier is not entitled to suspend deliveries of the Goods as a result of any sums being outstanding.
- c) The Purchaser shall not use a factoring agent to collect any debts owed to the Purchaser from the Supplier without the prior written consent of the Purchaser.
- d) The Purchaser may exercise a right of set-off against any sums due from the Purchaser to the Supplier under this or any other Purchase Order as set out in clause 15 below.

7. QUALITY ASSURANCE

- a) The Supplier shall give the Purchaser's representatives access at all reasonable times to its premises and allow them to inspect its quality systems and production methods and, if requested, to inspect, examine and test the Goods both during and after their manufacture and the materials being used in their manufacture.
- b) Any costs incurred by the Supplier in arranging compliance with the quality standards required by the Purchaser shall be borne by the Supplier.

8. REJECTION, REPLACEMENT AND CANCELLATION

- a) Without prejudice to or limitation of its statutory rights the Purchaser may, at any time, notwithstanding the use or continued use by the Purchaser of the Goods after any right to reject them has arisen, reject by notice in writing (without liability to Coombes) any Goods which, in the reasonable opinion of the Purchaser, are not of satisfactory quality and/ or fit for their purpose and/ or in accordance with the Specification and/ or the Purchase Order.
- b) The Supplier shall remove rejected Goods within 7 days of receipt of the Purchaser's notice of rejection, failing which the Purchaser may (at its sole option) deliver them to the Supplier, in either case at the Supplier's cost and risk.
- c) Where such rejected Goods form part of a series of consignments, nothing in these conditions shall prevent the Purchaser from accepting subsequent consignments if the Goods contained within such subsequent consignments are acceptable to the Purchaser.
- d) Without prejudice to the provisions of this clause 8 and clause 13, the Purchaser may elect to cancel this Purchase Order in whole or part by written notice to the Supplier. In such event the Purchaser's sole liability to the Supplier shall be to make payment to the Supplier of any Goods properly supplied and delivered prior to the Purchaser's written notice of cancellation, in accordance with the rates set out in the Purchase Order.
- e) Following delivery of any Goods, should the Purchaser request that the Supplier restock such Goods, the Supplier shall use its best endeavours to restock such Goods at the cheapest possible price to the Purchaser.

9. VALUE ADDED TAX

All prices indicated shall be exclusive of Value Added Tax (VAT). The Supplier shall, if registered for VAT, supply a valid VAT invoice. The Supplier shall provide further information as may reasonably be required in relation to any such invoice.

10. WARRANTY

- a) Without prejudice to the Purchaser's other rights and remedies, if during the Warranty Period any defect occurs in any of the Goods due to the material, workmanship or design of the Goods not being in accordance with the Contract or any applicable statutory or regulatory standards, the Supplier shall as soon as practicable and in any event within a reasonable time as stipulated by the Purchaser replace or repair such defective Goods at its own expense.
- b) Goods replaced or repaired under clause 10 a) shall be subject to a full Warranty Period commencing on the actual date of delivery of the repaired or replaced Goods and clause 10 a) shall apply and continue to apply for the Warranty Period.
- c) Where the Supplier provides written guarantee for the Goods supplied or any element or component of the Goods, such guarantee shall be made out in favour of the Purchaser or if directed by the Purchaser made out for the benefit of a third party or parties.

11. TITLE, RISK AND INDEMNITY

- a) Title in the Goods will pass to the Purchaser upon delivery of the Goods to the Place of Delivery, save where the payment (either in whole or in part) is made for the Goods prior to their delivery, or where the Purchaser has supplied materials to be incorporated in the Goods, in which cases clause 11 b) shall apply.
- b) Where this clause 11 b) applies (without prejudice to the Purchaser's rights under clauses 8) and 10) title to the Goods shall vest in the Purchaser from the date of payment or part payment by the Purchaser or commencement of their manufacture, whichever is the earliest, and title to

all materials and other items which the Supplier shall acquire or allocate for incorporation in any of the Goods shall vest in the Purchaser from the time they are so acquired or allocated.

c) The Goods shall be at the Supplier's risk until they are delivered to the Place of Delivery notwithstanding that payment may have already been made and title passed to the Purchaser, and the Supplier shall be responsible for any loss or damage and for arranging and paying for their storage, handling and insurance.

d) The Supplier shall be liable for and shall indemnify and hold harmless the Purchaser against any loss, liability, expense, claims or proceedings whatsoever arising out of, under or by reason of the Contract for the supply of Goods and to the extent that the same is due to any negligence, breach, or statutory duty, omission or default of the Supplier.

e) The Supplier shall at all times insure the Goods to the full replacement value until delivery and acceptance of the Goods by the Purchaser. The Purchaser may request and the Supplier shall provide evidence of such insurance policies and current premium receipts.

12. STATUTORY AND OTHER REGULATIONS

a) The Supplier shall comply in all respects with the law and all rules, regulations, byelaws, codes etc either local or national applicable to the country where the Goods are to be delivered or put in use or operation and though any country in respect of their transportation. The Supplier shall be responsible for all costs in compliance with this clause.

b) The Supplier shall ensure that the Goods are suitably packed and identified at the time of their delivery with reference to the hazards attached to them in accordance with statutory requirements. The Supplier shall ensure that the Goods are suitably protected to ensure they reach the Site or Place of Delivery in perfect condition and capable of being appropriately stored.

c) In the event the Supplier is provided with personal data in respect of any of the Purchaser's employees or is to process personal data under the terms of the Purchase Order, then the Supplier shall fully comply with the General Data Protection Regulations 2018 (GDPR) and other relevant Data Protection Regulation, including but not limited to:

1. ensuring personal data is only processed as necessary for the purposes of the particular Purchase Order;
2. maintaining security of the personal data by ensuring confidentiality and the appropriate technical and security measures are in place;
3. informing the Purchaser of any data breaches affecting any of its employees; and
4. shall assist the Purchaser with its obligations in complying with Data Protection Regulations

13) TERMINATION

a) in the event of:

(i) the passing by the Supplier of a resolution for its winding-up or the making by a court of competent jurisdiction of an order for the winding-up of the Supplier or a bankruptcy order; or

(ii) the making of an administration order in relation to the Supplier or the appointment of an administrative receiver; or

(iii) the Supplier making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally,

The Purchaser may, without prejudice to any other power of termination or to any rights or remedies it may have, terminate the Contract forthwith by written notice and the Supplier shall indemnify the Purchaser against all costs, expenses and damages for which the Purchaser becomes liable arising from such termination.

b) Without prejudice to the Purchaser's rights to obtain replacement Goods under clauses 8 and 10, if:

(i) the Supplier commits any material breach or series of breaches which amount to a material breach of the Contract and fails to remedy such breach within 14 days of being given written notice to do so by the Purchaser; or

(ii) the Supplier fails to perform its obligations under the Contract with due diligence or to comply with the specified delivery dates, the Purchaser may forthwith terminate the Contract by written notice and shall thereupon be entitled:

- To return to the Supplier at the Supplier's own risk and expense any of the Goods already delivered but which cannot in the Purchaser's opinion be effectively or commercially used by reason of the non-delivery of Goods still undelivered, and to recover any payments made to the Supplier in respect of the Goods returned; and

- To recover from the Supplier any additional direct cost reasonably incurred by the Purchaser in obtaining other Goods in lieu of those so returned and those not delivered because of the termination of the Contract.

c) Termination of the Contract shall not prejudice or affect any right or remedy which has accrued or shall accrue thereafter to the Purchaser.

d) The Purchaser may, in addition to any other power it may have, at any time by written notice to the Supplier forthwith terminate the Contract. In such circumstances, the Supplier shall only be entitled to payment for Goods already delivered to the Place of Delivery at the date of such termination plus the nett cost of any material and work in progress, which shall be made available to the Purchaser if required, that the Supplier cannot utilise elsewhere. The Supplier shall not be entitled to payment of any other loss (including, without limitation, loss of profit or contribution to overhead) and/ or damage arising from such termination.

14. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

a) The Contract shall be governed by and construed in accordance with English law and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of the Contract shall be subject to the jurisdiction of the English courts.

b) No claims shall be brought under the Contract after the expiry of 12 years from the date of delivery of the Goods (or, in the case of Goods replaced under clauses 8 or 10, from the date of delivery of such replacement Goods).

c) If any dispute arises between the Supplier and the Purchaser which cannot be resolved amicably either party is at liberty to refer the dispute to adjudication in accordance with Part 1 of the Scheme for Construction Contract England and Wales to have the dispute decided temporarily until finally decided by the Courts of England and Wales or by agreement of the parties. The President or Vice President of the Chartered Institute of Arbitrators shall be requested by the referring party to nominate an adjudicator to decide the dispute.

d) In the event any one or more of these Purchase Order Conditions are invalid, the remainder shall remain in full force.

15. SET-OFF

Without prejudice to the Purchaser's other rights and remedies, the Purchaser may deduct from any sums due to the Supplier under the Contract an amount equivalent to any sum due from the Supplier to the Purchaser (whether such sums are due to the Purchaser under the Contract or under any other agreement between the Supplier and the Purchaser or due at common law) and may also deduct any sum of money that is recoverable from or payable by the Supplier under the Contract from any sum due or which at any time thereafter may become due under any other agreement between the Purchaser and the Supplier. Without prejudice to the above, pending final agreement between the Supplier and Purchaser of the amount of loss or damage suffered by the Purchaser, the Supplier shall pay or allow the Purchaser such sum as the Purchaser shall in good faith estimate as the amount of such loss or damage.

16. WAIVER

No failure to exercise or delay in exercising any right, power or remedy under or in connection with the Contract shall operate as a waiver thereof, and no single or partial exercise of any right, power or remedy shall preclude any further or other exercise thereof, or the exercise of any other right or remedy.

17. CONFIDENTIALITY

All information obtained by the Supplier in the course or conduct of the Contract, including the existence of this Contract shall be held confidential and shall not be divulged by the Supplier to any third party save to the extent necessary to supply the Goods and then only on the basis that the recipient of such information shall be bound by similar confidentiality obligations to those undertaken by the Supplier.

18. RIGHTS OF THIRD PARTIES

No person other than those persons who are parties to this agreement; or their respective successors in title and/ or assignees; shall have any rights to enforce any term of this Contract, whether or not any such term expressly or impliedly purports to confer any benefit upon such person.

19. VARIATIONS

- a) The Purchaser may, by written instruction to the Supplier, order a change or alteration to the quantity, quality, type, Specification or amount of the Goods (herein after a 'Variation').
- b) If not agreed prior to the issue of a Variation Instruction by the Purchaser, the Supplier and Purchaser shall agree any addition or reduction of the Price with reference to the original Purchase Order and Contract. Failing agreement between Supplier and Purchaser the Price shall be determined by the Purchaser on a fair and reasonable basis taking into account the original Contract.
- c) No Variation shall vitiate this Contract. The Supplier shall not undertake to supply any varied Goods except upon the written instruction of the Purchaser.

20. ENTIRE AGREEMENT

The Contract constitutes the entire agreement between the Supplier and Purchaser as to the terms upon which the Goods shall be supplied and delivered and supersedes any previous agreements relating to the subject matter of the Contract. Any other terms, whether written or verbal (including without limitation any terms and conditions contained in the Supplier's order forms, tender, conditions, correspondence or delivery notes) are expressly excluded.

21. DESIGN

In addition to the obligations set out elsewhere in the Contract, where the Purchase order requires the Supplier to Design the Goods, the Supplier shall also be obligated and comply with the provisions of this clause as set out below:

- a) The Supplier shall provide all necessary drawings (in both electronic (format to be notified to the Supplier) and paper form) and documentation, including where necessary how the Goods will integrate with any other Goods or surrounding construction. The Supplier shall ensure that the Design of the Goods are fit for the purpose intended.
- b) Where the Purchase Order requires the Supplier to Design the Goods such Designs shall be submitted to the Purchaser for acceptance prior to manufacture. The Purchaser's acceptance shall not in any way relieve the Supplier of any of its obligations to ensure compliance with the provisions of the Contract.
- c) The Supplier shall effect or have in place and maintain professional indemnity insurance for a period of 12 years from the date of delivery of the Goods. The minimum level of cover to be maintained shall be £5 million.
- d) The Supplier shall within 14 days of the Purchaser's request enter into a collateral warranty in favour of third parties identified by the Purchaser on terms no more onerous than those in force between the Purchaser and the Supplier under this Contract. The cost of supplying such warranties shall be deemed to be included in the Price.
- e) The Supplier shall indemnify the Purchaser against all loss, expense, liabilities, claims and proceedings as a result of the Supplier's late supply of its designs, samples, specifications or other information it is required to provide.

22. ASSIGNMENT AND SUB-CONTRACTING

The Supplier shall not assign the benefit of the Contract or sub-let all or any part of the Contract without making written request with details of the intended sub-letting or assignment and receipt of written consent of the Purchaser.

23. QUANTITIES

Where the quantities contained in the Purchase Order are stated as being approximate the Purchaser gives no guarantee that the full approximate quantity will be taken up and the Purchaser shall only pay and be required to pay for Goods actually taken up.

24. ORDER OF PRECEDENCE

- a) In the case of ambiguity or discrepancy between any documents incorporated in the Contract, such ambiguity or discrepancy shall be resolved by giving effect first to the Purchase Order and these Purchase Order Conditions for the Supply (and where stated, the Design) of Goods and Plant.
- b) The terms of this Purchase Order shall be unconditionally accepted by the Supplier's undertaking to deliver Goods, whether evidenced in writing or otherwise and any terms or conditions at variance with these Purchase Order Conditions, contained in any quotation, written acceptance or delivery note or any other format issued by the Supplier shall be null and void and of no effect.

25. DRUGS AND ALCOHOL TESTING

The Purchaser is committed to ensuring the health and safety of all employees, subcontractors, suppliers and visitors and has very strict Drugs and Alcohol Policy. The Purchaser will undertake screening randomly, at inductions and following and safety incident or potential safety incident to detect the presence and/or misuse of drugs and/or alcohol on personnel, employees, subcontractors, suppliers, visitors etc. If the Supplier's personnel are found to be in breach of the Purchaser's Drugs and Alcohol Policy (available upon request) or refuses to give consent to such screening the Purchaser shall have the right to refuse access to the Site for such personnel.

26. CODES OF CONDUCT AND CFL POLICIES

The Supplier shall comply with the Purchaser's policies and codes of conduct, including but not limited to its anti-bribery and corruption policies, Modern Slavery Act policies and Lone Working policies. The Purchaser's policies and codes of conduct are available upon request.

27. PLANT HIRE

Where the Purchase Order is for plant hire, the provisions of the Coombes Terms and Conditions for the Hiring of Plant (available upon request) shall take precedence.

28. RESPONSIBLE RESOURCING

The Supplier shall comply with the Purchaser's Sustainable Procurement Policy (available upon request)

29. HAZARDOUS SUBSTANCES/DANGEROUS GOODS

- a) If any of the Goods set out in the Purchase Order or constituent parts thereof, are classified under the category of Dangerous Goods in any relevant legislation, the Supplier must ensure the Purchaser is advised as the nature of the Dangerous Goods. The Supplier's shipping specification and the delivery advice must contain full details of such Dangerous Goods and in the case of airfreight the Supplier must also quote the relevant I.A.T.A number.
- b) Where any substance being supplied under this Purchase Order is hazardous to health as defined in the Control of Substances Hazardous to Health Regulations 1999 (SI 1999 No.437), and any amendment thereto, the Supplier shall separately identify any such substances upon delivery to the Purchaser. The Supplier shall, at the time and place of every delivery to the Purchaser, provide hazard data sheets on the safe storage, handling and usage of all such substances supplied under this Purchase Order and the subsequent disposal of any waste arising therefrom.
- c) If the total quantity of such substances covered by this Purchase Order is to be delivered in several consignments, each consignment is to be accompanied by the information required by this clause.

30. PROVISION OF SERVICES

Should the Purchase Order require the Supplier to provide any service (including any service deemed to be a construction contract in accordance with Section 104 and 105 of the Housing Grants, Construction and Regeneration Act 1996 as amended by the Local Democracy, Economic Development and Construction Act 2009) associated with the provision of Goods then the Supplier is to separate the prices for the Goods from the services and the provisions of the services shall be undertaken and payment made for the services under the Purchaser's standard Sub-Contract conditions (the 'Sub-Contract') which can be found at [INSERT]. Under the aforementioned Sub-Contract provisions the following shall apply:

The Supplier under the Purchase Order shall be deemed to be the Sub-Contractor under the Sub-Contract.

Clause 1: the Sub-Contract Works shall be as set out in the Purchase Order

Clause 2: the Sub-Contract Documents shall be all such documents (including but not limited to drawings, specifications, bills of quantities etc) as set out or referenced in the Purchase Order

Clauses 5.1 to 5.3: the dates for commencement and completion shall be as set out in the Purchase Order. If not such dates are included in the Purchase Order the default provisions of the Sub-Contract shall apply. Any Other Specific provisions shall be as set out in the Purchase Order.

Clauses 6.1 and 6.2: The Lump Sum and/or rates shall be as set out in the Purchase Order.

Clause 6.3: The prices shall be fixed for the duration of the services provided.

Clause 6.4: Valuation dates shall be Monthly.

Clause 6.7: The Due Date shall be 14 days from the Valuation Date.

Clause 6.8: The Final Date for Payment shall be 30 days from the Due Date

Clause 6.9: Retention shall be 5%

Clause 6.10: Discount shall be as set out in the Purchase Order

Clause 7: Any Daywork Rates shall be as set out in the Purchase Order.

Clause 8.1: Shall be a minimum of £5,000,000

Clause 8.2: Shall be a minimum of £5,000,000

Clause 8.3: Shall be for the full replacement value

Clause 8.4: Shall be a minimum of £2,000,000.

Clause 9: Shall be deleted and replaced with the following: The Sub-Contract Order shall be unconditionally accepted by the Sub-Contractor undertaking to deliver Goods as the Supplier under the Purchase Order or undertaking the service under the Sub-Contract, whether evidenced in writing or otherwise and any terms or conditions at variance with the Sub-Contract Conditions, contained in any quotation, written acceptance or delivery note or any other format issued by the Supplier shall be null and void and of no effect.

The provision of the Goods shall remain to be bound by these Purchase Order Conditions.

31. FRAMEWORK AGREEMENT

Where the Supplier and Purchaser have entered into a Framework Agreement that encompasses the Goods set out within the Purchase Order, the provisions of the Framework Agreement shall take precedence over these Purchase Order Conditions.