

CONDITIONS FOR MATERIAL ORDERS

1. You are reminded of your obligation to comply with the requirements of Section 6 of the Health & Safety at Work Act 1974, as amended by the Consumer Protection Act 1987. In particular the requirements that articles and substances will be safe and without risk to health at all times and that information about any conditions necessary to ensure that they will be safe and without risk to health is provided.
2. Notwithstanding anything contained herein to the contrary it is understood that other than for hired plant ownership and rights of property and risk in goods transferred to us.
3. No variation to the terms of this order will be accepted without our written agreement, all deliveries will be received strictly on the understanding that the provisions of this order apply.
4. To facilitate payment of the overleaf the order number must be quoted on advice notes, invoices and statements **SEPARATE INVOICES ARE REQUIRED FOR EVERY SITE.**

5. Payments made only on statements.

6. DEFINITIONS

In these Conditions where the context so admits the expressions

"the Purchaser" means McPhillips (Wellington) Limited.

"the Supplier" means the person, firm or company to whom the Order is addressed.

"the Client" means the individual, company or authority for whom the purchaser is carrying out the main contract which embodies the goods or services to be provided by the Supplier.

"the Contract" means the agreement between the Purchaser and the Supplier for the execution of the Order howsoever made.

"the Goods" means the goods, plant, machinery, apparatus, materials, and the like supplied or to be supplied under the Contract.

"the Work" means the supply of materials under the Contract and includes, where the context so admits, work performed by the Supplier.

7. MATERIALS AND WORKMANSHIP

The goods shall be as specified and of the best materials and workmanship.

8. INSPECTION AND TESTING

The Purchaser and his insurers and the Purchaser's client for whom the goods are intended shall be entitled to inspect and test the goods during manufacture whether on the Supplier's premises or the premises of any Supplier and the Supplier shall provide the necessary labour, materials and facilities, therefore such inspection and testing shall not release the Supplier from any obligation under the Contract.

9. REJECTION

The Purchaser may at any time, whether before or after delivery, reject any of the goods found to be inferior or defective or otherwise not in accordance with the Order. This Condition shall apply notwithstanding that the goods have been inspected or tested under Condition 8 hereof, or that the Purchaser has paid for the goods.

10. TIME FOR COMPLETION

The time stipulated for delivery of the goods or, as the case may be, for completion of the Work shall be of the essence of the Contract. In the case of default on delivery or completion by the Supplier, the Purchaser reserves the right to take any necessary action to remedy the situation at the Supplier's expense.

11. DELIVERY OF GOODS

Where the Contract is for supply of goods only, delivery shall occur when the goods have been delivered in good condition at the address stated in the Order at a point stipulated by the Purchaser's representative and a receipt therefore has been given by such representative.

12. REPLACEMENT OF GOODS

Where the Contract is for the supply of goods only, any part of the goods including any part replaced under this Condition, which fails owing to faulty material, workmanship or design, within a period of twelve months from the date it is set to work shall be replaced by the Supplier free of charge but without prejudice to any right or remedy which shall have accrued or shall thereafter accrue to the Purchaser.

13. EXTRAS

No variations of or extras to the Contract shall be carried out by the Supplier unless authorised by the Purchaser on the Purchaser's official Order Form.

14. ASSIGNMENT AND SUB-LETTING

The Supplier shall not, without the consent in writing of the Purchaser, assign, transfer or sub-let the Contract, or any part thereof, or make any Sub-Contract with any person, firm or company for the supply of any portion of the Work. Any such consent shall not relieve the Supplier from any of this obligations under the Contract. The Supplier shall supply the Purchaser with such number of un-priced copies of sub-orders placed by the Supplier as may be requested by the Purchaser.

15. PATENTS

The Supplier shall indemnify the Purchaser against any claim of infringement of letters patent, trade mark, registered design or copyright arising out of the use or sale of the goods and against all costs and expenses occasioned thereby except in so far as such infringement is due to the Supplier having followed a design furnished by the Purchaser.

16. BANKRUPTCY

If, whether before or after acceptance of the Order, the Supplier becomes bankrupt or insolvent or compounds with his creditors or, being a limited Company, commences to be wound up, or if a Receiver is appointed of any part of the Supplier's assets the Purchaser shall be at liberty by notice in writing to cancel the Order or the Contract, as the case may be, without being liable for loss or damage of any kind arising from such cancellation and without prejudice to any right or remedy which shall have accrued or shall thereafter accrue to the Purchaser.

17. FORCE MAJEURE

If deliveries of materials, or work, shall be suspended or delayed as a result of contingencies beyond the control of the Supplier, such as fire, accident or explosion not caused by the negligence of the Supplier or wars, strikes, breakdowns, lock outs, transport difficulties or delays in any other circumstances outside the control of the parties - and performance or completion of the Order within a reasonable time becomes impossible, the Purchaser shall be entitled to terminate the Order by giving notice in writing to the Supplier. Should the Client cancel his order with the Purchaser due to the existence of Force Majeure, the Purchaser reserves the right to cancel his Order with the Supplier. The divisions of costs in respect of the Order up to the end of termination shall be determined by agreement between the Purchaser and the Supplier.

18. FAIR WAGES

The Supplier shall in the execution of the Contract observe and fulfil the obligations upon contractors specified in the Resolution as to Fair Wages passed by the House of Commons on the 14th October 1946.

19. TERMS OF PAYMENT

As previous arrangements or during the second calendar month after the month of invoice. Payment will only be made against a statement.

20. ENGLISH LAW

Except where otherwise specifically agreed in writing by the Purchaser and the Supplier the Contract shall in all respect be treated and construed as an English contract and in conformity with English Law.

21. ADVERTISING AND PUBLICITY

The Supplier shall not without the written permission of the Purchaser publicise or advertise in any way the Works or supplies effected under this Order. Should permission be given the Supplier will comply in respect with restrictions or conditions imposed by the Purchaser and/or the Client.

22. SECRECY

The Supplier shall not use any information, designs or drawings provided by the Purchaser other than for the express purpose for which they are provided.

23. INVOICES

All invoices must be received by the 7th day of the month following to ensure payment.