

Britplas Companies Suppliers Terms and Conditions

1. In these conditions Britplas Commercial Limited or Britplas Fabrications Limited or Britplas Facades Limited is called "The Company". The party to whom the order overleaf is addressed is called "the Supplier". A third party with whom the Company has entered into a contract for Contract Works is called "the Employer" (which expression includes their respective Directors, Agents, servants, Architects and Supervising Officers) and any such contract is called "the Main Contract". These conditions and the purchase order overleaf are hereinafter together called "these Conditions".
2. (a) The Conditions shall be:
 - (i) Incorporated in and form part of the contract between the Company and the Supplier.
 - (ii) In substitution for and entirely replace any arrangement or agreement between the Company and the Supplier.
 - (iii) Prevail against any terms and conditions contained or referred to in any of the Suppliers documents or correspondence which may form part of or be contained or referred to in the contract between the Supplier and the Company of which these conditions form part and which are consistent (whether wholly or partially) with these Conditions or any of them.(b) For absolute clarity these Conditions form part of the Contract to the exclusion of all other terms and conditions contained in any other contract document or in the Supplier's quotation or in any purchase order, confirmation of order, specification, invoice or in correspondence or any other document provided by the Supplier, all of which are hereby expressly excluded
- (c) The Supplier's liability to the Company in respect of Materials or goods supplied shall not in any way be restricted, limited or excluded.
- (d) No addition to or deletion or variation of these Conditions or any of them shall be of effect unless authorised in writing by a Director of the Company.
3. (a) The Supplier shall be liable to the Company for and/or will indemnify it against all loss or damage whatsoever caused to or sustained by the Company (including and without prejudice to the generality of the foregoing, loss of profit any consequential loss incurred by the Company under or by virtue of any Contracts between the Company and any other party) by reason of any breach of the Supplier of any term, condition or warranty contained, referred to or implied in these Conditions and the Contract of which they form part whether express or implied.
- (b) The Goods or materials, the subject of the Contract of which these conditions form part shall remain at the Supplier's risk until actual delivery is made to the final Destination specified in these Conditions, and notwithstanding that the property therein may have already passed to the Company. (see 5 (d) below)
- (c) Whether conditional or unconditional, acceptance of delivery of the said goods or materials by or on behalf of the Company shall not be deemed to release the Supplier from its liabilities hereunder whether expressed or implied.
4. (a) The Contract of which these Conditions form part may be varied by the Company. No such variations shall vitiate this contract. In such circumstances the Suppliers price shall be subject to adjustment.
- (b) Any provision herein for fluctuation of prices shall be Substituted and governed by any fluctuation provision in the Main Contract.
5. (a) Invoice must be received by the Company from the Supplier before the 28th of the month following the month of delivery takes place. It is a prerequisite that invoices are submitted on time, quoting order number, site and along with proof of delivery. Should this not be strictly adhered to, may result in delay in processing and payment.
6. (b) Credit period to be 30 days (unless otherwise agreed in writing) from the end of the Calendar month following delivery.
- (c) Materials are only to be delivered to and signed for by a Company representative; this is a condition of payment.
- (d) When the Goods are delivered to site for incorporation into the Contract Works, the Supplier accepts that ownership of such Goods then passes to the Company.
- (e) The price payable by the Company to the Supplier in respect of the provision of the goods includes, without limitation:
 - (i) Packaging, packing materials, addressing, labelling, loading, delivery to and unloading at the delivery location, any documentation and information.
 - (ii) Carriage, insurances, transport, all relevant licences, all related costs, and all other costs associated with delivery of the Goods.
7. (a) Time is of the essence as to each provision in these Conditions provided that upon it becoming reasonably apparent that the Supplier is subject to delay he shall forthwith give written notice of a minimum of seven days prior to delivery date overleaf and the Company shall forthwith apply for an extension of time (if so entitled) under the Main Contract and in the event of the same being granted the benefit thereof shall be passed by the Company to the Supplier.
- (b) Subject to the foregoing the Supplier agrees to meet the Company's requirements as to deliveries on site or otherwise and to adhere to any progress or delivery schedule by the Company and to obtain labour and materials in order so to do.
- (c) Key Performance Indicators are to be implemented by the Supplier and details of the performance are to be assessed in accordance with said KPI's at two weekly intervals.
8. Overtime necessary to comply with any requirements of Clause 6 of these Conditions will be the Supplier's liability unless otherwise authorised in writing by the Company.
9. (a) All the provisions of the Main Contract shall be deemed to be incorporated herein as if fully set out herein including the arbitration clause applicable to the Main Contract, and the Supplier shall observe, perform and comply with all of the conditions and obligation thereof on the part of the Company to be observe, performed and complied with so far as they relate and apply to the subject matter of the Contract of which these Conditions form part (or any portion of the same) and are not repugnant to or inconsistent with the express provisions of the same.
- (b) The Supplier shall be deemed to have notice of the provisions of the Main Contract (except the detailed prices of the Employer included in the schedules and bills of quantities) and may inspect the same on reasonable notice to the Company.
- (c) Materials or goods supplied under these Conditions by the Supplier to the Company shall be to the reasonable Satisfaction of the Company and the Employer and in accordance with any specification contained or referred to in the Main Contract and shall conform to any British Standards thereof, prevailing at the time of delivery thereof to the Supplier

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The Supplier shall make good by replacement or otherwise any defect in such materials or goods and shall bear any expenses reasonably incurred by the Company as direct consequence of such defects.

or acquires a direct or indirect interest in the Supplier (and the Supplier warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of the order).

10. Confidentiality means all information (whether written or oral) concerning the business and affairs of either party and/or relating to the Works and/or the site of the Works
- (a) the Supplier shall not, without the prior consent of the Company, take or authorise the taking of any film or photographs of the site of the works for use in any publicity or advertising nor publish alone or in conjunction with any other person any articles, photographs or other illustrations relating to the works or the site of the works or any part of them, nor shall the Supplier disclose to any publication, journal or newspaper or any radio or television programme or any social media platform any information about the works or the site of the works
- (b) Each of the Parties undertakes to the other to keep the Confidential Information confidential both during the term of the Contract and after its expiry or termination for any reason, except to the extent that: the Confidential Information was already lawfully known, or became lawfully known to the relevant party independently
- (c) the Confidential Information was already lawfully known, or became lawfully known to the relevant party independently
- (d) the Confidential Information is in or comes into the public domain other than due to wrongful use or disclosure by the relevant party;
- (e) disclosure or use is necessary by the relevant party in connection with entry into the Contract or for the proper and effective performance of its obligations under the Contract (including disclosure by either party to its insurers and professional advisers); or
- (f) disclosure is required by law to any government, governmental department, agency, regulatory or fiscal body or authority (whether national or foreign).
11. Anti-Bribery Obligations – Compliance with relevant requirements
- The Supplier undertakes and warrants that it shall:
- (a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (the “Relevant Requirements”);
- (b) comply with the Anti-bribery, Corruption and Business Ethics Policies of the Company which are notified to the Supplier from time to time and any relevant industry code on anti-bribery, in each case as the Company or the relevant industry body may update them from time to time (the “Relevant Policies”);
- (c) have and shall maintain in place throughout the term of this order, its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the relevant requirements and the relevant policies and will enforce them where appropriate;
- (d) promptly report to the Company in writing any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Works;
- (e) immediately notify the Company if a foreign public official becomes an officer or employee of the Supplier

12. Assignment. The Supplier shall not assign, transfer, delegate or subcontract any of its rights or obligations under these Conditions without the prior written consent of The Company. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Supplier of any of its obligations hereunder. The Company may at any time assign, transfer or sub-contract any or all of its rights or obligations under the order without The Supplier's prior written consent.
13. Severability. If any term or provision of this order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this order or invalidate or render unenforceable such term or provision in any other jurisdiction.