

BRITPLAS COMPANIES SUPPLIERS TERMS & CONDITIONS

1. In these conditions Britplas Commercial Limited or Britplas Fabrications Limited or Britplas Facades Is called "The Company". The party to whom the order overleaf is addressed is called "The Supplier". A third party with whom the Company (or subsidiary of) 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 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) The Supplier's liability to the Company in respect of Materials or goods supplied shall not in any way be restricted, limited or excluded.
(c) 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 not withstanding 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 maybe 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.
 - (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 the Company representative; this is a condition of payment.
 - (d) The goods shall remain the ownership of the Company.
 - (e) The price payable by the Company to the Supplier in respect of the provision of the services includes, without limitation:
 - (i) packaging, packing materials, addressing, labelling, loading & delivery at the delivery location, any documentation and information (if delivery is stated within the order).
 - (ii) carriage, insurances, transport, all relevant licences, all related costs, and all other costs associated with delivery of the Goods.
6. (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.
7. 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.
8. (a) Materials, goods or workmanship supplied under these Conditions by The Supplier to the Company shall be fit for the intended purpose and 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 Specification or System Suppliers guidance documentation, prevailing at The time of delivery thereof to the Supplier.
(b) The Supplier shall make good by replacement or otherwise any defect in such materials, goods or workmanship and shall bear any expenses reasonably incurred by the Company as direct consequence of such defects.