

In these conditions:

"The Company" means and includes the Company named overleaf its successors and assigns.

"The Order" means the Order contained or referred to.

"The Supplier" means and includes the addressee of the Order and any person who accepts or purports to accept the same.

"The Goods" and "The Services" means respectively the Goods and/or Services referred to in the Order.

"The Contract" means the Contract constituted by the Supplier's acceptance of the Order pursuant to Condition 2.

1 English Law

The construction, validity and performance of the Contract shall be governed by English Law and the Supplier hereby irrevocably submits to the exclusive jurisdiction of the English Courts

2 Offer and Acceptance

(i) The Order constitutes an offer by the Company which it may withdraw at any time prior to the Supplier's acceptance (pursuant to the terms hereof) of the Order. Acceptance of the Order shall take place or be deemed to have taken place on receipt by the Company of the Supplier's written acceptance thereof or by the execution or part execution by the Supplier of the Order. Any such acceptance shall constitute a binding Contract between the Supplier and the Company upon the terms and conditions of and referred to in the Order (including these terms and conditions).

(ii) All suppliers providing materials to BGEN must be verified through Alcumus SafeSupplier. Alcumus SafeSupplier allows suppliers to demonstrate their legal, sustainable, moral and financial credentials to help BGEN assess compliance across the supply chain and ensure documentation is up to date. This ensures that BGEN only work with ethical suppliers who share the same values as us. The SafeSupplier verification produces a risk-based business profile and demonstrates commitment to meeting the highest standards. Any exceptions to this must be signed off by the relevant SBU MD. Exception suppliers do not become fully approved BGEN suppliers and will have limited usage approval based on a specific order.

(iii) No variation or amendments of the Contract shall be effective unless in writing signed by the duly authorised representative of the Company. No goods or services shall be supplied by or on behalf of the Supplier save in accordance with the Order and these terms and conditions.

3 Delay

(i) Time is of the essence for all delivery or completion dates quoted by the Supplier. Notwithstanding that the Supplier's obligations under the Contract shall have otherwise been fulfilled, performance of the Contract shall not be deemed to have taken place until such time as documentation specified in the Order and/or the Contract has been duly furnished to and signed off by a duly authorised representative of the Company.

(ii) If the Supplier fails to supply any goods or services mentioned in the Order within the time stated on the Order, the Company shall, without prejudice to any other rights or remedies, have power to cancel the Order as regards the undelivered goods by notice in writing to that effect.

(iii) The Supplier shall notify the Company forthwith in writing of any circumstances likely to occasion any delay in the performance of the Contract.

4 Packing and Transportation Costs

Same as provided or referred to in the Order the Company shall not be liable for any of the following costs or charges:

- (i) packing crates, cable drums or containers of any description whatsoever, or
- (ii) delivery as stipulated in the Order or loading, unloading or otherwise handling goods
- (iii) Damage, loss or delay in transit
- (iv) Any other costs or expenses if delivery or otherwise associated or connected with the Contract

5 Property Risk and Acceptance

(i) The property and risk in any Goods or Services to be supplied to the Company pursuant to the Contract shall remain in the Supplier until delivery of such goods to the Company has taken place in the manner stipulated in or contemplated by the Order.

(ii) Notwithstanding the Provisions of Section 335 of the Sale of Goods Act 1979, in circumstances where the Goods are to be commissioned by the Suppliers or its agent on the premises of the Company (or else at the Company's request) acceptance of the Goods shall not take place or be deemed to have taken place until such commissioning has been carried out to the complete satisfaction of the Company in all respects.

(iii) Upon acceptance of the goods under 5(i)(ii) they shall become the property of the Company

6 Payment

Payment will be made by the Company in accordance with the terms set out on the order or 60 days following receipt of a valid invoice. The Company reserves the right to deduct from any monies due or becoming due to the Supplier on any account in respect of Goods supplied or services rendered by the Company. Payment of Accounts, other than those requiring certification by an Architect or Consulting Engineer, will be made subject to the right set-off, the month following receipt of goods or services and subject to receipt of a valid VAT invoice less 2.5% discount unless otherwise especially arranged.

7 Breach and Insolvency

In the event of the Supplier committing a material breach of any term or condition of the Contract or becoming bankrupt or entering into a composition with creditors or (being a Company) going into liquidation, either voluntarily or compulsory, the Company may by written notice immediately terminate the Contract and any payments made by the Company to the Supplier under the Contract shall immediately become repayable without prejudice to any other right or remedy of the Company

8 Termination

(i) In addition to its right under Conditions 3 and 7 the Company may terminate the Contract by written notice to the Supplier given at any time in which case the Company (unless at the date of such termination it could have terminated the Contract under Condition 3 or 7) shall be liable to pay a fair and reasonable price to the Supplier:

(a) for Goods and Services already supplied to the Company in accordance with the Contract and finally accepted be it prior to such termination

(b) for finished Goods in respect of which manufacture had commenced at the date of such termination and which the Supplier subsequently delivers to the Company, PROVIDED such goods and delivery would (if the Contract were then in force) conform in all respects with the term thereof.

(ii) The Company shall not be liable for any consequential loss or damages incurred by the Supplier by reason of such termination

(iii) Any termination of the Contract (whether pursuant to this or any other Term and Condition thereof) shall be without prejudice to the rights and remedies of the parties accrued prior to such termination

(iv) The Company may summarily terminate the Contract where the Supplier has committed a material breach of the terms of the Contract which (if capable of remedy) it has failed to remedy within 14 days of notification by the Company of such breach.

9 Industrial Property

(i) In addition to any conditions or warranties implied by Common Law or Statute the Supplier warrants:

(a) that the design, construction, labelling, specification, formulation and quality of Goods shall comply in all respects with any Statute, Statutory Rule or Order of Regulation for the time being in force, and

(b) that the sale or use of the Goods by the Company will not infringe any British or foreign patent, trademark, trade name or registered design nor contravene any Statute Order or Regulation for the time being in force.

(ii) The Supplier shall at all times treat the Order and all designs, drawings, specifications, formulations, receipts and other information supplied by the Company in connection therewith or created (whether by the Company or the Supplier) exclusively for the purposes thereof (and all of which shall remain the property of the Company at all times) as confidential.

(iii) The Supplier shall at all times indemnify the Company against all claims, costs, proceeding or actions by third parties for infringement of the rights of any third parties. The Supplier warrants that it is fully entitled to enter into this Contract and has the full and unencumbered rights to use such intellectual property rights as may be required by this Contract.

10 Assignments

(i) The Supplier shall not without the written consent of the Company assign or delegate the Contract or any rights or obligations thereunder.

(ii) The Company may assign the benefit and burden of the Contract or any part thereof without requiring the consent of the Supplier.

11 Inspection

(i) Without prejudice to the right of the Company to reject Goods or to any other right or remedy of the Company, the Company may (but shall not be obliged to) inspect the Goods during manufacture and before despatch and carry out such tests as are called for in the Order or any specification referred to therein and the Supplier shall allow facilities to the Company's representatives for such inspection and shall notify the Company in writing when the Goods are ready for inspection and testing

(ii) Where the Order comprises a number of similar items and tests carried out by or for the Company would entitle the Company to reject one or more such items the Company may reject all such items other than such as are shown to be satisfactory in tests carried out and/or financed by the Supplier.

12 Specifications and Working Conditions

Notwithstanding any provision or approval of plans, drawing, formulations, recipes or specifications by the Company the Supplier warrants that the Goods are suitable for any purpose notified or apparent from the description and in particular for use in the conditions and situation in which the Goods are to be used.

13 Health and Safety at Work Act

The Goods are to meet the safety requirements of the Health and Safety at Work Act 1974 and no derogation under 5.6(8) thereof is acceptance.

14 Main Contract Condition

This Order is a Subcontract placed under a main Contract or Subcontract held by the Company. Accordingly (and terms and conditions in any Tender or otherwise not withstanding) all conditions, rights and remedies which are or might be operative against the Company under the terms and conditions of the main Contract or Subcontract (or by amendment to the main Contract or Subcontract may hereafter be operative against the Company) including especially any "break clauses" and/or "costing clauses" the ascertainment of a substitution of a fair and reasonable price for any stated price, shall apply to this Order so that the Company shall have corresponding conditions rights and remedies against the Supplier. It is an express condition of the Subcontract Order at no time shall the Company be liable to pay the Supplier a sum greater than that which at the time has been paid to the Company under the Principal Contract. Payment against this Subcontract will only be released 21 days once the Company has been paid the appropriate contract payment and no claim for interest accruing on updated accounts will be accepted.

15 Waiver

The failure on the part of the Company to exercise or enforce any rights conferred on it by the Contract shall not be deemed to be a waiver of any such right nor shall any single or partial exercise of any right or power or further exercise thereof operate so as to bar the exercise or enforcement thereof at any time thereafter.

16 Rights Cumulative

The rights and remedies herein provided for are cumulative and not exclusive of any rights or remedies provided by law

17 Severability

The illegality or invalidity of any of these terms of purchase or any part of these terms shall not affect the legality, validity, or enforceability of the remainder of these terms or any other part or parts of any such terms as the case may be.

18 Specific Indemnity

Without prejudice to any other rights hereunder the Supplier wilfully, promptly and effectively indemnify the Company in respect of any liability of the Company for any expense, loss, loss of profit, damage or delay whether direct, indirect, consequential or otherwise of whatever nature or howsoever caused arising out of otherwise in connection with any breach by the Supplier of any warranty set out herein or implied by law.

19 Personnel

(i) Should the order include for the provision of site services or works of a specialist nature over short durations irrespective of value, the Supplier must ensure that all personnel are fully insured to undertake the works being carried out and that they provide in all instances qualified experienced personnel. The Supplier must also ensure that they provide the company management team with the Health & Safety / Operational Risk Assessments and Method Statements commensurate with the works to be undertaken.

(ii) In all circumstances a supplier/subcontractor or his nominated agent must report to the Site/Project Manager or nominated deputy, prior to commencement of any initial site works or attendance. This requirement is mandatory.

20 Modern Slavery

The Company shall be entitled to terminate its obligations under the contract with immediate effect and without liability on the Company whether in contract, delict (including negligence) or otherwise and to recover from the Supplier all costs or losses resulting from such termination where the Supplier or any person acting on behalf of the Supplier, has committed an offence under the Modern Slavery Act 2015, or where applicable, the Supplier, or any person acting on behalf of the Supplier, fails to comply with its duty to prepare a slavery and human trafficking statement, as prescribed in Part 6, Section 54 of the Act.