



## SAICA GROUP

### Conditions of Purchase and Supply United Kingdom & Ireland

#### 1. DEFINITIONS

- 1.1. In these Conditions of Purchase and Supply the following expressions shall have the following meanings: "the Contract" shall mean the Order and the Conditions of Purchase and Supply; "the Company" shall mean the entity within the SAICA group of companies that has entered into the Order ;"the Supplier" shall mean the person, firm or corporation to whom the Order is addressed and without any limitation to the meaning of the foregoing shall include a person, firm or corporation providing services specified in the Order as well as a person, firm or corporation providing Goods specified in the Order; "Order" shall mean the Order placed by the Company for the supply of those goods and services that are thereby described; "Goods" shall mean the articles of things or any of them described in the Order; "Services" shall mean the work described in the Order; "Site" shall mean the land, grounds, buildings and plant where the Goods are to be supplied or the Services to be carried out.

#### 2. ACKNOWLEDGEMENTS

- 2.1. The Company shall be bound by its Order only:

- (a) If it is placed on the Company's official order form signed by a duly authorized servant or agent of the Company and the Supplier shall accept it within 14 days of the date of the Order by returning to the Company duly signed by one of its servants or agents the form of acknowledgement of order attached to or accompanying the Order.
- (b) On acceptance by the Company of Goods and Services previously ordered by the Company and delivered by the Supplier pursuant to that order.

#### 3. TERMS AND VARIATIONS OF TERMS

- 3.1. By accepting the Order the Supplier shall be deemed to have accepted these Conditions of Purchase and Supply which shall thereupon apply to and govern any Contract between the Company and the Supplier and which shall exclude any other terms or conditions whatsoever emanating from the Supplier. No Goods or Services will be supplied or performed by the Supplier, its employees, agents or representatives except in accordance with these Conditions of Purchase and Supply. The Company shall not be bound by any variation, waiver of or addition to these Conditions except as agreed by the Company in writing and signed on its behalf.

#### 4. INSPECTION AND TESTING

- 4.1. It is expressly agreed that the Company will be entitled to inspect and test the goods during manufacture, processing or storage, if the Company exercises this right the Supplier shall provide or shall procure the provision of all such facilities as may reasonably be required by the Company.
- 4.2. If as a result of any inspection or test under paragraph (a) the Company's representative is of the reasonable opinion that the Goods do not comply with the Order or are unlikely on completion of manufacture or processing so to comply he shall inform the Supplier accordingly in writing and the Supplier shall forthwith take such steps as may be necessary to ensure such compliance. In the event that the Supplier does not forthwith take such steps or in the event that in the reasonable opinion of the Company's representative such steps are ineffective or are unlikely to ensure such compliance the Company may thereupon terminate the Contract without incurring any liabilities or obligations there under.

#### 5. QUALITY AND DESCRIPTION

- 5.1. Subject to Condition 15 hereof all Goods and Services supplied or carried out shall:

- (a) conform as to quantity, quality, design, material, workmanship and description with the particulars stated in the Order;
- (b) conform as to any specification agreed between the Company and the Supplier in writing;
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by the Company expressly or by implication, including but not limited to condition 24 and in this respect the Company relies on the Supplier's skill and judgement;



- (d) be of sound materials and workmanship;
- (e) be equal in all respects to the samples, patterns or specifications provided or given by the Company;
- (f) be capable of any standard of performance specified in the Order;
- (g) if the purpose for which they are required is indicated whether expressly or by implication in the Order or is communicated to the supplier prior thereto by the Company be fit for that purpose and otherwise shall be fit for that purposes as such Goods or Services are generally supplied;
- (h) comply with all applicable statutory and regulatory requirements, including without limitation in relation to the manufacture, labelling, packaging, storage, handling and delivery of the Goods; and be performed with all reasonable care and skill and in accordance with good industry practice using appropriately qualified and experienced persons.

## **6. PRICE AND PAYMENT**

- 6.1. The price of the Goods and Services shall be the price set out in the Order.
- 6.2. The price of the Goods and Services are exclusive of amounts in respect of value added tax (VAT), but includes the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by the Company.
- 6.3. The Company shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and Services.
- 6.4. The Supplier may invoice the Company for the Goods and Services on or at any time after the completion of delivery.
- 6.5. The Company shall pay correctly rendered invoices within 30 days of receipt of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier.
- 6.6. If a party fails to make any payment due to the other under the Contract by the due date for payment (due date), then the defaulting party shall pay interest on the overdue amount at the rate of 2% per annum above Lloyds TSB Bank Plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments the defaulting party disputes in good faith.
- 6.7. The Company may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Supplier against any amounts payable by it to the Supplier under the Contract.

## **7. SAFETY**

- 7.1. The equipment shall be so designed, constructed and supplied as to ensure that upon commissioning and putting into operation it will be in full compliance with all legal requirements.

## **8. RIGHT OF REJECTION**

- 8.1. Without prejudice to the Company's rights under condition 24, the Company may by notice in writing to the Supplier reject or refuse to accept any delivery of the Goods or Services if the Supplier fails to comply with its obligations under the Contract, including without limitation, that the Goods or Services do not comply with condition 4 and condition 5 hereof.
- 8.2. The Company shall when giving notice of rejection or refusal to accept delivery of the Goods or Services specify the reasons therefore and in the case of a rejection, may thereafter return the rejected Goods to the Supplier at the risk and expense of the Supplier.
- 8.3. Any payments that the Company may have made to the Supplier prior to the time when the Company exercises its rights under this condition shall in no way prejudice any of the rights conferred upon the Company under this condition.
- 8.4. Any money paid by the Company to the Supplier in respect of such rejected Goods and Services and the value of any materials (if any) supplied by the Company and used in the manufacture of those Goods shall be repaid forthwith by the Supplier to the Company upon demand and may be recovered by the Company as a debt.



8.5. If the Company exercises its rights of rejection of Goods or Services as aforesaid the Company may without prejudice to any other right which the Company may have against the Supplier, including the right to claim damages, be entitled to purchase elsewhere other Goods or Services conforming as nearly as practicable to those specified in the Order and any additional expenditure over and above the contract price reasonably incurred by the Company in obtaining other goods or services in replacement shall be paid by the Supplier to the Company and shall be recoverable as a liquidated sum.

## **9. INSURANCE REQUIREMENTS**

9.1. In order to insure its Third Party General and Products Liability, the Supplier shall subscribe at its own cost a Third Party Liability Insurance policy with the minimum limit to cover its to cover such heads of liability as may arise under or in connection with the Contract. The policy conditions shall comply with good international standard and shall contain all terms and conditions as are customarily available in the insurance market. The Supplier will also obtain any other compulsory insurance required by local regulations;

9.2. The Supplier shall, on the Company's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance;

9.3. The existence of these insurances will not limit Suppliers/Contractors legal responsibilities. The failure to meet the obligation to obtain necessary insurances will represent a serious breach of contract and will entitle the Company to terminate the contract, without prejudice to any of the Company's rights under the Contract.

## **10. INDEMNITY**

10.1. The Supplier will indemnify the Company against all actions, claims, liabilities, losses, damages, costs and expenses whatsoever, made against or incurred by the Company arising directly or indirectly from any failure on the part of the Supplier to comply with its obligations hereunder or under the Contract.

## **11. DELIVERY**

11.1. In the absence of any agreement to the contrary the Goods shall be delivered by the Supplier carriage paid at such time and place as may be specified in the Order and shall further be unloaded or discharged as may therein be stipulated and time of delivery, unloading and discharge shall be of the essence of the Contract. Delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location.

## **12. VARIATIONS**

12.1. No variation of price, quantity, delivery time or any other stipulation whatsoever contained in the Order will be accepted by the Company unless reasonable written notice has been given to the Company of such a variation and the same is expressly agreed by the Company in writing.

## **13. TAX**

13.1. Where Goods or Services are subject to tax including Value Added Tax the amount legally demandable is to be rendered as a separate item of account, if required by the Company the Supplier will produce evidence of the amount paid or to be paid by them in respect thereof.

## **14. SET-OFF**

14.1. The Company may deduct from any monies due or becoming due to the Supplier any money that may be due from the Supplier to the Company.

## **15. LOSS OR DAMAGE IN TRANSIT**

15.1. The Supplier will be solely responsible for the Goods during transit and will at its own cost insure those Goods against any loss or damage which may occur whilst the Goods are in the custody of the Supplier or whilst they are in transit and until such time as they may have been delivered to the Company and unloaded or discharged at the Site.

15.2. All Goods will be adequately and properly packed and secured and unless otherwise agreed by the Company all packing materials will be supplied free of charge and shall be non-returnable.

15.3. At the Company's option the Supplier will replace free of charge all Goods damaged or lost in transit provided that the Company will give the Supplier written notice of any damage or loss within such time as will enable the Supplier to comply



with the carrier's conditions of carriage as affecting loss or damage in transit or where delivery is made by the Supplier's own transport within a reasonable time but such notice need not be given by the Company before the expiration of 3 days from the discharge or unloading of the Goods.

## **16. HAZARDOUS GOODS**

16.1. Goods which are capable of causing damage to persons or property must be accompanied by information in English in the form of written instructions as to their safe use and handling and as to the precautions to be taken in the event of an accident or emergency. Such goods must be marked by the Supplier with appropriate international danger symbols and must display the name of the material in English. Transport and other relating documents must also include a declaration of the hazard and the name of the material in English and the Supplier shall observe the requirements of all Statutes and Regulations of the United Kingdom and any international agreements to which the United Kingdom is a party relating to the use, packaging, labelling and carriage of hazardous Goods.

## **17. CANCELLATION**

17.1. The Contract may be cancelled in whole or in part at any time by the Company giving the Supplier notice in writing.

17.2. Within a reasonable time of the giving of the written notice of cancellation the Company will pay to the Supplier a fair and reasonable price for all Goods and Services completed and delivered to the Company which comply with the terms and conditions of the Contract at the time of cancellation but the Company shall not in any circumstances be liable to pay to the Supplier any sum in excess of the total contract price specified in the Order for the Goods and Services therein described and the Company shall be entitled to credit for any sums previously paid to the Supplier in respect of those Goods and Services. In no circumstances whatsoever shall the Company be liable for any loss or anticipated loss of profit or loss of contract or for any other loss and damage whatsoever, including consequential losses that may flow from such cancellation.

17.3. Cancellation of the Contract, however arising, shall not affect any of the Company's rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

## **18. STATUTORY REQUIREMENTS**

18.1. The Supplier warrants that the design, construction and quality of all Goods and Services to be supplied under the Contract comply in all respects with all relevant requirements of any statute, statutory rule or order or any other instrument having the force of law which may be in force at the time when the same are supplied.

18.2. The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.

## **19. INFRINGEMENT OF INTELLECTUAL PROPERTY**

19.1. The Supplier shall fully indemnify the Company against any action, claim, demand, costs, charges and expenses arising from or incurred by reason of any infringement or alleged infringement of any letters, patent, design rights, copyright, database rights, domain names, moral rights, service marks, trade mark, trade name, rights and goodwill in trade or business names, rights in know-how, trade secrets and confidential information and any other intellectual property rights whatsoever ("Intellectual Property Rights") protected in the United Kingdom or elsewhere in the world by the use or sale of Goods and Services specified in the Order and against all claims and damages which the Company may incur in any action for such infringement or for which the Company may become liable in any such action. The Supplier warrants that the design, construction and quality of all Goods and Services specified in the Order will not infringe any British or Foreign Intellectual Property Rights.

## **20. PASSING OF PROPERTY AND RISK**

20.1. The property and risk in the Goods shall pass to the Company on completion of delivery at the place of delivery specified in the Order but nothing in this condition shall affect or prejudice any right of the Company to reject the Goods.

## **21. ASSIGNMENT AND SUB-CONTRACTING**

21.1. The Supplier shall not without the consent in writing of the Company assign or transfer the Contract or any part of it to any other person without the Company's written consent.

21.2. The Supplier shall not without the consent in writing of the Company sub-let the Contract or any part thereof. Any such consent shall not relieve the Supplier of any of its obligations under the Contract.



## **22. CONFIDENTIALITY**

- 22.1. The Supplier shall treat the Contract and all designs, drawings, specifications and information supplied in connection therewith and all information relating to the Company's business as confidential and shall not disclose the same to any third party without the Company's written consent except as may be necessary for implementing the Contract and the Supplier shall procure that its employees and other persons to whom it is required to disclose such information in the performance of the Contract shall similarly undertake to keep such information confidential.
- 22.2. The Supplier shall not infringe any Intellectual Property Rights vested in the Company and shall procure similar undertaking from its employees and other persons, firms or corporations to whom it is required to disclose such information in the performance of the Contract.
- 22.3. All patents, dies, moulds, designs, drawings, specifications, equipment, tools, data and other materials supplied by the Company or prepared or obtained by the Supplier for and at the sole cost of the Company ("Company Materials") shall be and remain the property of the Company.
- 22.4. The Supplier shall maintain the Company Materials in good order and condition and insure them against all risk while in its possession or control and on completion of the Contract or as otherwise directed by the Company return the Company Materials to the Company in good order and condition. Should the Supplier fail to return the Company Materials the Company may either withhold payment due to the Supplier until they are so returned or withhold such part of the payment due as may be required to replace the Company Materials or to restore them to good order and condition whichever may be the less expensive.
- 22.5. The Supplier shall not use the Company Materials nor shall it authorize or knowingly permit them to be used by anyone else for or in connection with any purpose other than the supply of the Goods and Services to the Company unless such use is expressly authorized by the Company previously and in writing.

## **23. COMPANY PROPERTY**

- 23.1. The Supplier acknowledges that all Company Materials and all rights in the Company Materials are and shall remain the exclusive property of the Company. The Supplier shall keep the Company Materials in safe custody at its own risk, maintain them in good condition until returned to the Company, and not dispose or use the same other than in accordance with the Company's written instructions or authorisation.

## **24. REPAIR AND REPLACEMENT.**

- 24.1. Upon the Company giving written notice to the Supplier of any defect within a period of 24 months from the later of:

- (a) the date of putting the Goods into service or the date of completion of the Services; or
- (b) from the date of delivery of the Goods

- 24.2. The Supplier shall at its own expense within a period of 14 days from receipt of such written notice repair or replace any Goods or Services or make good any workmanship which are found to be defective. Any Goods repaired or replaced or Services or any workmanship made good shall be subject to the provisions of this condition for a period of 24 months from the date of replacement, repair or making good. The provisions of this condition is without prejudice to any contractual statutory, common law or any other rights or remedies that the Company may have against the Supplier in respect of any such defects including the right to claim damages for any costs, loss or expenses incurred by the Company which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.

## **25. CONTRACTORS ON SITE**

- 25.1. The Supplier, its employees, sub-contractors, agents or representatives carrying out work within the Company's sites shall observe and be bound by the "SAICA Group" Working Regulations for Contractors" and any operating or safety instructions contained therein or otherwise in force during the Supplier's presence on site.

## **26. FORCE MAJEURE**

- 26.1. In the event of war, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, insurrection or military or usurped power the Company shall be relieved of liability incurred under this Contract and under the Order where ever and to the extent to which fulfilment of such obligations is prevented, frustrated or impeded as a consequence of any such event or by any statutes, rules, regulations, orders or requisitions issued by any Government,



Department, Council or other duly constituted authority or plant strikes, lock-outs, breakdowns of plant or any other causes (whether or not of a like nature) beyond the Company's control.

## **27. BANKRUPTCY OR LIQUIDATION**

27.1.If the Supplier enters into any composition or arrangement with his creditors or becomes bankrupt or insolvent or has a receiving order in bankruptcy made against him or (if a corporate body) has a receiver or manager appointed of the whole or any part of its assets or enters into liquidation either voluntary or compulsory other than for the purpose of amalgamation or reconstruction or if any order is made against the Supplier for the preservation safeguarding or regulating the use of the Supplier's property or assets then the Supplier shall forthwith notify the Company in writing and the Company shall be at liberty:

- a) to cancel the Order summarily by notice in writing without compensation to the Supplier, or
- b) to give any such receiver, manager or liquidator or any other person the option of carrying out the Contract.

27.2.The exercise of any of the rights granted to the Company under paragraph (a) of this condition shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Company.

## **28. HEAD NOTES**

28.1.The head notes to these Conditions of Purchase and Supply have been inserted for convenience only and shall not affect their construction.

## **29. Adhesion to the SAICA GROUP's Code of Ethics and Legal Compliance**

29.1.The Contractor (i) declares they have had access to the SAICA GROUP's Code of Ethics and Legal Compliance which was made available to them in:

[https://www.saica.com/filemanager/userfiles/quienes/code\\_en.pdf](https://www.saica.com/filemanager/userfiles/quienes/code_en.pdf)

(ii) declares they have read and understood it's content, and expressly accept its incorporation as part of the present Contract (iii) guarantees that they manage their supply chain in a responsible way through the application and compliance with the measures indicated in the above mentioned document (iv) understands and accepts that SAICA is authorized to audit the Contractor's compliance with the principles of the SAICA GROUP's Code of Ethics and Legal Compliance and (v) understands and accepts that failure to comply with said principles by the Contractor will authorize SAICA to unilaterally cancel the contract and the Contractor will have no right to any kind of compensation related to this cancellation.

## **30. ENTIRE AGREEMENT**

30.1.The Contract constitutes the entire agreement between the Supplier and the Company and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this agreement. No party shall have any claim for innocent or negligent misrepresentation based upon any statement in this agreement.

## **31. WAIVER**

31.1.A waiver of any right or remedy under the Contract by the Company is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default by the Supplier. No failure or delay by the Company to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy by the Company. No single or partial exercise of such right or remedy by the Company shall preclude or restrict the further exercise of that or any other right or remedy by the Company.

## **32. THIRD PARTY RIGHTS**

32.1.No one other than the Company, any entity within the SAICA group of companies or the Supplier shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term or condition of the Contract.



### **33. LAW OF CONTRACT**

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.