1. Definitions: In these Conditions the following definitions shall apply:

*"the Contractor" shall mean Concrete Repairs Limited.

*"the Main Contract" shall mean the contract between the Contractor and his Employer ("the Employer") under which the Contractor is to carry out certain works and for which the materials or goods are required.

*"the Order" shall mean the document issued by the Contractor to the Supplier with these Conditions forming the terms and conditions of the Contract or any alteration to the Order.

*"the Site" shall mean the site where the materials or goods are to be delivered as indicated in the Order.

*"the Supplier" shall mean the company, firm or individual providing the materials or goods whether acting through an agent or otherwise and to whom or whose agent the Order is addressed.

2. The Contract: The Order and these Conditions shall together constitute the contract ("the Contract") between the Contractor and the Supplier.

3. Materials or goods to be supplied and the price thereof: The materials or goods to be supplied by the Supplier to the Contractor hereunder and the prices to be paid therefor are as shown in the Order subject to the Conditions, which Conditions shall govern the Contract to the exclusion of all other terms subject to which any offer or quotation from the Supplier is stated to be accepted by the Contractor.

4. Alteration of Order: The Contractor shall be entitled to amend or alter the quantity or type of materials or goods stated in the Order at any time without any liability for any costs or incidental to the Supplier thereby.

5. Quality of Goods: The materials or goods (including manufacturing, storing, testing and packaging) shall comply with all particular requirements detailed in the Order and with all relevant British and European Standards and Codes of Practice or specifications and shall be of sufficient quality and fit for the purpose for which the Contractor intends to use such materials or goods and none of the materials or goods supplied or parts thereof shall be generally known or suspected within the construction or engineering engineering industry at the time of supply to be deleterious to health and safety or to the durability of the Project in the particular circumstances in which they are to be used and shall be in accordance with the guidance in the publication on the control of dust published by Reference in the Health and Safety at Work, etc. Act 1974 regarding the COSHH Regulations.

6. Delivery: Delivery of the materials or goods shall be made to the Site in accordance with the programme indicated in the Order and at the time or times specified in the Order or in the case of the latter if none after 8 a.m. and before 4 p.m. on weekdays only. The Supplier shall unless otherwise agreed also undertake to unload the materials or goods. The Supplier shall produce a delivery ticket to the Contractor for signature by the Contractor confirming delivery of the materials or goods and the Contractor shall not be liable for any loss or damage to the materials or goods whilst in transit and unloaded from the Site.

7. Compliance with Contractor's procedures etc.: The Supplier shall comply and shall ensure that any employee agent or sub-contractor employed by the Supplier for the purpose of delivering and off-loading the materials or goods to the Site shall comply with all applicable procedures and policies (including health and safety procedures and policies) when delivering materials or goods to the Site and shall comply with the directions and instructions of the Contractor in relation thereto and in all other respects subject to the terms of the Contract.

8. Alteration of Order: The Contractor shall be entitled to amend or alter the quantity or type of materials or goods stated in the Order at any time without any liability for any costs or incidental to the Supplier thereby.

9. Delivery of the materials or goods shall be made to the Site in accordance with the programme indicated in the Order and at the time or times specified in the Order or in the case of the latter if none after 8 a.m. and before 4 p.m. on weekdays only. The Supplier shall unless otherwise agreed also undertake to unload the materials or goods. The Supplier shall produce a delivery ticket to the Contractor for signature by the Contractor confirming delivery of the materials or goods and the Contractor shall not be liable for any loss or damage to the materials or goods whilst in transit and unloaded from the Site.

10. Health and Safety assessments etc.: The Supplier shall provide a certificate that the materials or goods delivered to the Site are in accordance with the Occupational Safety and Health Act 1984 and shall have the appropriate protective clothing including safety helmets and safety footwear and high visibility clothing and shall have all necessary and suitable equipment. The Contractor's Site is a designated hard hat site.

11. The Contractor accepts no responsibility or liability for any unauthorised personnel of the Supplier entering the Site or for such personnel entering the Site or for any potential hazards to health and safety arising from such access.

12. The Supplier shall be liable for any loss or damage to the materials or goods occurring in or during unloading until the Contractor has taken delivery and for all the acts or omissions of any of the employer's agents or sub-contractors or materials or goods in carrying out the delivery and off-loading or the Contractor shall be liable for any loss or damage to the materials or goods occurring in or during unloading notwithstanding that the Contractor's employees, servants or agents may be in or undertake such unloading.

13. Insurance: The Supplier shall have and maintain insurances including employers', public and product liability insurances in an amount and for a period sufficient to cover the Supplier's liabilities hereunder including his liabilities in respect of the materials or goods supplied to the Contractor and in particular but not limited to in respect of any damage or loss of the materials or goods before the Contractor has taken delivery of the materials or goods as set out under clause 16 or any damage to the materials or goods during delivery or off-loading on the Site or during leaving the Site. The Supplier shall if so required by the Contractor produce documentary evidence of such insurances.

14. Payment: Once a consignment of materials or goods has been delivered to the Site an invoice therefore at the price or prices set out in the Order (unless varied under clause 25 and if so the price or prices as so varied) shall be sent by the Supplier to the Contractor at his Head Office, immediately by email to (c@concrete-repairs.co.uk). Unpaid invoices will be subject to interest at 8% per annum from the due date until paid. The Contractor shall maintain a register of the Supplier's invoice dates and amounts due and the Supplier shall not make any claim or demand for payment until the invoice amount has been paid in full. Any invoice paid into a bank account or otherwise transferred to a third party will not prejudice the rights of the Supplier under the Contract.

15. Payment: The Contractor may set off all or any loss and/or expense which it may incur by reason of the Supplier's breach or failure to carry out the terms of the Contract against any sums due to the Supplier from the Contractor or any other contract between the Contractor and the Supplier. Any set off pursuant to clause 24 shall only be made after seven (7) days' notice to the Supplier.

16. Notice of deficiencies: Where the Contractor has notified the Supplier that tests or checks under clause 14 are required, the Supplier shall carry out such tests or checks and in respect of delivery pursuant to clauses 10 and 11 shall be confirmed in writing by the Contractor to the Supplier. The Contractor may reject any material or goods or part or parts thereof if after inspection or testing they are found to be defective or not in accordance with the requirements of the Contract. The costs of any further tests required as a result shall be borne by the Supplier.

17. Insurance: The Contractor shall have and maintain insurances including employers', public and product liability insurances in an amount and for a period sufficient to cover the Contractor's liabilities hereunder including his liabilities in respect of the materials or goods supplied to the Contractor and in particular but not limited to in respect of any damage or loss of the materials or goods before the Contractor has taken delivery of the materials or goods as set out under clause 16 or any damage to the materials or goods during delivery or off-loading on the Site or during leaving the Site. The Supplier shall if so required by the Contractor produce documentary evidence of such insurances.

18. Copyright/License: The copyright in all drawings, plans, specifications and any other documentation provided by or on behalf of the Contractor to the Contractor shall remain vested in the Contractor or whoever prepared such documents on its behalf and the Supplier shall have no licence to copy or show such documentation for the purposes of the Contract but shall supply at the Contractor's cost, facilities, assistance, labour and materials reports or other documentation as may be required for the Contractor to verify the results of the results of such tests or checks. The Contractor may reject any material or goods or part or parts thereof if after inspection or testing they are found to be defective or not in accordance with the requirements of the Contract. The costs of any further tests required as a result shall be borne by the Supplier.

19. Payment: Once a consignment of materials or goods has been delivered to the Site an invoice therefore at the price or prices set out in the Order (unless varied under clause 25 and if so the price or prices as so varied) shall be sent by the Supplier to the Contractor at his Head Office, immediately by email to (c@concrete-repairs.co.uk). Unpaid invoices will be subject to interest at 8% per annum from the due date until paid. The Contractor shall maintain a register of the Supplier's invoice dates and amounts due and the Supplier shall not make any claim or demand for payment until the invoice amount has been paid in full. Any invoice paid into a bank account or otherwise transferred to a third party will not prejudice the rights of the Supplier under the Contract.

20. Changes in prices: Should the Supplier wish to vary any price for the materials or goods specified in the Order he shall so inform the Contractor by written notice and the price shall be varied only if the varied price is confirmed by the Contractor in the Order in writing or in a revised Order issued by the Contractor to the Supplier.

21. Other changes or variations: Any alteration or variation to these Conditions including those in respect of the quantity of type of materials or goods pursuant to clause 4 and in respect of delivery pursuant to clauses 10 and 11 shall be confirmed by the Contractor to the Supplier by a revised Order issued by the Contractor to the Supplier.

22. Defects: Making good: The Supplier shall at his own expense make good replacement or otherwise any defects in the materials or goods which appear on or before expiry of any Defects Liability Period under the Main Contract or if not applicable then within a reasonable period after the materials or goods have been delivered to Site but the Supplier shall not be entitled to reimbursement of any costs or other losses or compensation as a result of such variation.

23. Termination: The Contractor may at any time forthwith terminate the Contract by written notice to the Supplier. In the event of such a notice the Contractor shall be liable for any payment outstanding in respect of any materials or goods delivered to Site but the Supplier shall not be entitled to reimbursement of any costs or other losses or compensation as a result of such variation.

24. Termination for breach: In the event of any breach of the Contract by the Supplier the Contractor may forthwith terminate the Contract by written notice to the Supplier.

25. Accrued rights: Termination of the Contract shall not prejudice or affect the accrued rights or claims of either party to the Contract.

26. Set off: The Contractor may set off all or any losses and/or expenses which it may incur by reason of the Supplier's breach or failure to comply with any of the terms and conditions of this Contract or any other contract with the Supplier. Any set off pursuant to clause 24 shall only be made after seven (7) days' notice to the Supplier.

27. Assignment/ sub letting: The Contractor shall not without the prior written consent of the Contractor sublet or assign or in any way otherwise transfer or dispose of any of its rights or obligations hereunder or any part thereof to any third party.

28. Severability: If any provision of the Contract is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract shall not be affected thereby. If, as a result of any severability hereunder, the Supplier shall be entitled to any consequential loss or damage or any part thereof.

29. Third party rights: Nothing in the Contract confers or purports to confer on any third party any benefit or right to enforce any term of the Contract pursuant to the Contractors (Rights of Third Parties) Act 1999.