

Terms and Conditions for the Purchase of Goods and Services

1. Definitions

In the context of these Conditions:

- i. The word "Buyer" means Built Offsite Ltd (company number 5395228) whose registered office is at London House, Shawbury Business Park, Shrewsbury, SY4 4EA, and includes its successors or assigns.
- ii. The word "Supplier" is the Company, Firm, Person or Corporation who supply the Goods or Services to the Buyer.
- iii. The word "Agreement" means these terms and conditions together with the Purchase Order.
- iv. The words "Purchase Order" means the standard Buyer document which includes or is attached to a statement of work describing the Goods and/or Services to be provided by the Supplier and which provides a maximum value payable to the Supplier.
- v. The words "Confidential Information" mean all information which is disclosed before or after the date of this Agreement by one party to the other however conveyed and which relates to the business affairs of the party disclosing it including, products, operations, processes, plans or intentions, developments, trade secrets, know how, design rights, market opportunities, personnel, customers and suppliers of the party disclosing it, and all information derived from the above.
- vi. The words "Intellectual Property Rights" means all the patents, registered and unregistered designs, copyrights, registered and unregistered trademarks, trade secrets, moral rights, know-how, and all other forms of intellectual property wherever in the world enforceable, including any applications or renewals relating to any of the same.
- vii. The words "Supplier's Personnel" means any employee or contractor supplied by the Supplier to deliver Goods and/or provide Services (as defined in the Purchase Order).
- viii. The word "Week" shall be seven consecutive days.
- ix. The word "Site" means locations either owned or leased by the Buyer / Goldfoster Ltd (company number 05387578) and any third party site onto which Built Offsite Ltd / Goldfoster Ltd has been invited to carry out works.

2. General

- a. These terms and conditions plus any other supplementary project specific terms appended hereto shall apply to all contracts for the supply of Goods and/or Services by the Supplier pursuant to one or more Purchase Orders.
- b. The Purchase Order sets out the Goods and/or Services to be supplied together with the price payable and any other terms agreed between the parties and included in the Purchase Order. All Purchase Orders shall be subject to these terms and conditions.
- c. No changes or variations to these terms and conditions or any Purchase Order shall be effective unless agreed in writing between the parties.
- d. In certain circumstances the Buyer's site manager may indicate that the Supplier should carry out additional Services to those specified in the relevant Purchase Order. In such circumstances, where the relevant Services will take longer to complete than the remainder of the working day upon which such instruction is given (the "Instruction Day"), then the Supplier must contact the Buyer and have such instructions confirmed in a separate Purchase Order. Where the Supplier fails to follow the process set out in this paragraph, then the Buyer shall be under no obligation to pay for additional Services undertaken after the end of the Instruction Day.

3. Price and Payment

- a. The price and any taxes and expenses for the Goods or Services shall be as specified in the Purchase Order.
 - b. Invoices shall be produced by the Supplier and sent to the Buyer in accordance with the terms set out in the Purchase Order. The Buyer shall pay for the Goods and/or Services 30 days following the later of:
 - i. the end of the month in which the Goods and/or Services are satisfactorily supplied; or
 - ii. the end of the month in which the Supplier's invoice is received.
- In no cases shall the time for payment be of the essence of the Agreement.
- c. The Buyer shall not be responsible for any expenses, charges or price other than those set out in the Purchase Order.
 - d. In the event of late payment by the Buyer, the Supplier shall be entitled to charge the Buyer interest at the rate of 2% per annum above the base rate of the Bank of England, from the date when payment becomes due from day to day until the date of payment. The Supplier's right to charge interest in accordance with this clause replaces any other right to interest that may exist, including any right to charge interest in accordance with the Late Payment of Commercial Debts (Interest) Act.
 - e. If the parties agree that the Supplier is to provide Goods, Services or resources in addition to those specified in a Purchase Order, then such Agreement will be documented in a further Purchase Order, which will be a separate Agreement between the Buyer and Supplier.
 - f. Once a Purchase Order has been agreed by the Buyer the price for the Goods and/or Services shall be fixed.
 - g. Where the Buyer is required to withhold any part of a payment by reason of any taxation scheme (including but not limited to the CIS tax scheme) then the Supplier acknowledges payment less any deduction required by relevant taxation authorities as full and proper payment of the relevant invoice.

4. Warranty

- a. The Supplier warrants and guarantees that all Goods and/or Services supplied under this Agreement shall be free from any defects, patent or latent, in material and workmanship, conform to any applicable specifications and drawings and will be free from design defects (other than where the design drawings were supplied to the Supplier by the Buyer) and in every aspect suitable for the purposes intended by the Buyer, as to which the Supplier hereby acknowledges that it has had due notice. The approval of the Buyer of any designs provided by the Supplier shall not relieve the Supplier of its obligations under any provision contained in this clause.
- b. The Supplier's obligations under this clause shall extend to any defect or nonconformity arising or manifesting itself within its warranty period not less than 12 months from supply, acceptance or commissioning, whichever is the latest or other such longer period as may be stipulated on the Purchase Order.
- c. Where there is breach of any warranty contained in this clause 4 by the Supplier, the Buyer, without thereby waiving any rights or remedies otherwise provided by law or

elsewhere in this Agreement, may require the Supplier to repair or replace the defective Goods and/or provide additional Services at the Supplier's risk and expense or repay the price or part of the price relating to the defect to the Buyer within one week of the defect being notified to the Supplier.

- d. Items repaired or replaced, and any additional services provided, shall then be subject to these terms and conditions in the same manner as those originally delivered under this Agreement. If the Supplier refuses or fails promptly (and in any event within one week of notice to do so) to repair or replace items, or re-deliver the Services, when requested under this provision, the Buyer may itself, or through an agent or sub-contractor, or otherwise, repair, replace or re-deliver any item or Service itself and the Supplier agrees to reimburse the Buyer for any reasonable costs or expenses incurred.

5. Delivery

- a. Delivery of the Goods and/or Services shall be made to or at the delivery location specified on the Purchase Order or any other location as the Buyer may direct. Unless otherwise agreed carriage shall be paid for by the Supplier without modification to the Purchase Order value. Any time agreed between the parties for such delivery or completion of Services (as stated in the Purchase Order) shall be of the essence of the Agreement. Should the Goods and/or Services not be delivered by the required date, the Buyer may, by written formal notice, be entitled to cancel this part of the Agreement.
- b. Where the Buyer cancels the whole or part of the Agreement in accordance with clause 5a:
 - i. all sums payable by the Buyer in relation to the whole or part of the Agreement cancelled shall cease to become payable;
 - ii. all sums paid by the Buyer in relation to the whole or part of the Agreement cancelled shall be repaid by the Supplier immediately; and
 - iii. the Buyer shall be entitled to recover damages from the Supplier for any loss caused as a result of the Supplier's failure to deliver the Goods or complete the Services or as a result of the cancellation of the whole or part of the Agreement.

6. Title

- a. The Supplier warrants that it has good title to the Goods and that it will transfer such title as it may have in the Goods to the Buyer pursuant to clause 6b.
- b. Title in the Goods will either pass to the Buyer when the Goods are unconditionally appropriated (by either party or with the consent of either party) in accordance with this Agreement, or on delivery to the Buyer, whichever occurs first. Goods requiring post-delivery commissioning, or where Services are being provided, will remain the responsibility of the Supplier until such commissioning and/or Services have been carried out, approved and accepted by the Buyer.

7. Risk

- The Goods and/or Services will be and shall remain as the Supplier's risk until such time as both:
- i. they are delivered to the Buyer (at his discretion and in accordance with commissioning requirements as detailed within section 6b); and
 - ii. are found to be in accordance with the requirements of this Agreement.
- It shall be the duty of the Supplier at all times to maintain an adequate level of insurance over the Goods and/or Services and, on request from the Buyer, to assign to the Buyer the benefits of such insurance.

8. Inspection of Goods

- a. The Buyer may (but shall not be obliged to) inspect the Goods and/or Services upon delivery or if applicable on commissioning.
- b. Where the Goods are damaged, or there are shortages or variances in the order, the Buyer shall notify the Supplier. The Buyer may reject the supplied Goods (whether damaged, varied, short or otherwise) and the following provisions shall apply:
 - i. the Supplier shall collect the damaged Goods from the Buyer at the Supplier's expense;
 - ii. during the period between delivery of the Goods to the Buyer and collection by the Supplier, the Buyer shall not be liable for any loss or further damage caused to the damaged Goods;
 - iii. all sums payable to the Buyer in relation to the damaged, missing or variant Goods shall cease to become payable;
 - iv. all sums paid by the Buyer in relation to the damaged, missing or variant Goods shall be repaid by the Supplier immediately; and
 - v. the Buyer shall be entitled to claim damages from the Supplier for any losses caused to the Buyer as a result of the Goods being damaged, in short supply or variant;
- c. Where the Services have not been provided satisfactorily, the Buyer shall notify the Supplier and the following provisions shall apply:
 - i. request for Services to be rendered again at the Supplier's expense;
 - ii. all sums payable to the Buyer in relation to the unsatisfactory Services shall cease to become payable;
 - iii. all sums paid by the Buyer in relation to the unsatisfactory Services shall be repaid by the Supplier immediately; and
 - iv. the Buyer shall be entitled to claim damages from the Supplier for any losses caused to the Buyer as a result of the unsatisfactory Services.
- d. If the Buyer so requests, the Supplier shall immediately replace damaged, missing, variant or unsatisfactory Goods and, where applicable, re-deliver Services at the Supplier's expense or the Buyer shall be entitled to cancel, without notice, the whole or any unexecuted part of the order and the rights referred to in clauses 5b and 5c shall apply.
- e. Where there is an excess of Goods in relation to the order the Buyer may reject the excess Goods by notice in writing to the Supplier and the following provisions shall apply:
 - i. the Supplier shall collect the excess Goods from the Buyer at the Supplier's expense;
 - ii. during the period between delivery of the Goods and collection by the Supplier, the Buyer shall not be liable for any loss or damage caused to the excess Goods; and
 - iii. no sum shall be due to the Supplier for the excess Goods. Any sums paid by the Supplier in relation to the excess Goods will be repaid to the Buyer immediately.
- f. The Buyer may accept excess Goods by notifying the Supplier of such acceptance and the price of the excess Goods shall be payable by the Buyer.
- g. The Supplier shall repair or replace free of charge, Goods damaged or lost in transit upon receiving notice to that effect from the Buyer.

- h. The Buyer's signature on any delivery note of the Supplier is evidence of the number of packages received only and not evidence of the correct quality of Goods received or that the Goods are in a good condition or of the correct quality.
- i. The Buyer reserves the right, at its sole discretion, to determine whether the Goods are damaged, missing, variant, or whether any Services are unsatisfactory.

9. Supplier's Obligations

- a. The Supplier warrants, represents and undertakes that:
 - i. all Services performed under this Agreement shall be performed with all due skill and care, in good and workmanlike manner and otherwise in line with best practice within its industry ("**Best Industry Practice**");
 - ii. the Supplier personnel will possess the qualifications, professional competence and experience to carry out such Services in accordance with Best Industry Practice;
 - iii. the Services will not in any way infringe or violate any Intellectual Property Rights, trade secrets or rights in proprietary information, nor any contractual, employment or property rights, duties of non-disclosure or other rights of any third parties; and
 - iv. it has full capacity and authority to enter into this Agreement and that it has or will obtain prior to the commencement of the Services, any necessary licenses, consents and permits required of it for the performance of the Services.
- b. The Supplier warrants that all Goods and/or Services supplied are fit for the purpose for which they are intended, and that the Goods and/or Services will meet all statutory requirements, including but not limited to:
 - i. Building Regulations
 - ii. Building Control requirements
 - iii. Fire Officer requirements
 - iv. DDA requirements
 - v. Food hygiene regulations
 - vi. Health and Safety at Work Act
 - vii. Applicable Building Bulletins and any other industry regulatory bodies
- c. The Supplier shall provide the Buyer with such progress reports, evidence or other information concerning the Services as may be requested by the Buyer from time to time.
- d. The Supplier shall be responsible for maintaining such insurance policies in connection with the provision of the Services as may be appropriate or as the Buyer may require from time to time.
- e. The Supplier shall procure that the Supplier personnel take all reasonable steps to safeguard their own safety and the safety of any other person who may be affected by their actions, and the Supplier agrees to indemnify and keep indemnified the Buyer from all and any liabilities, obligations, costs and expenses whatsoever arising from any loss, damage or injury caused to the Buyer or any third party by the Supplier's Personnel.

10. Status and Liabilities

- a. All orders which include the provision of Supplier's Personnel are placed on the express understanding that the Supplier holds and will make available on request all relevant CIS documentation. Under no circumstances will any payments be approved or made until such time as certification has been provided to our accounts department. Any contractor unable to satisfactorily fulfil this requirement should advise Built Offsite Ltd or Goldfoster Ltd immediately on receipt of a Purchase Order.
- b. All Supplier's Personnel, whether delivering to any Buyer's site and/or working on any Buyer's site shall strictly adhere to all company rules, specifically but not exclusively all health and safety requirements. Requests by relevant company employees for the provision of suitable method and risk statements must be complied with. Non-compliance in these areas may result in immediate removal from company sites and employment of others completely at the Supplier's expense.
- c. It is expressly understood that neither the Supplier nor the Supplier's Personnel have the authority to act as agent for the Buyer or to contract on the Buyer's behalf.
- d. The Supplier's Personnel shall at no time be deemed to be employed or otherwise engaged by the Buyer.
- e. The Supplier shall be responsible for paying the Supplier's Personnel and for making any deductions required by law in respect of income tax and national insurance contributions or similar contributions relating to the provision of the Services. The Supplier agrees to indemnify the Buyer in respect of any claims that may be made by the relevant authorities against the Buyer in respect of tax demands or national insurance or similar contributions relating to the provision of the Services by the Supplier.
- f. Payment of any invoice is subject to obligations of the Buyer to withhold any payment that they are obliged to withhold in accordance with the CIS tax scheme, unless appropriate proof can be supplied to confirm that the Supplier has issued payment of this amount to HMRC.
- g. The Supplier shall, and shall procure that the Supplier personnel shall, comply with all applicable statutes, rules and regulations in providing the Services, including all immigration and employment requirements imposed by any applicable jurisdiction, and the Supplier shall indemnify and hold harmless the Buyer from damages arising out of any failure to do so.

11. Termination

- a. The Buyer may terminate this Agreement for any reason by providing 15 days prior written notice to the Supplier.
- b. The Buyer may terminate this Agreement with immediate effect by providing written notice to the Supplier if:
 - i. the Supplier or the Supplier personnel commit any material or persistent breach of this Agreement;
 - ii. the Supplier fails to or refuses after written warning to procure that the Supplier personnel provide the Services properly required of them in accordance with this Agreement;
 - iii. the Supplier passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or
 - iv. the Supplier is declared insolvent, or convenes a meeting of or makes or proposes to make an arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets

12. Indemnity

The Supplier agrees to indemnify the Buyer against all claims, costs and expenses which the Buyer may incur and which arise, directly or indirectly, from the Suppliers breach of any of its obligations under this Agreement.

13. Intellectual Property Rights

All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Buyer, and the Supplier shall do all that is reasonably necessary to ensure that such rights vest in the Buyer by the execution of appropriate instruments in the making of Agreements with third parties.

14. Confidentiality

- a. Subject to the remaining provisions of this clause 14, each Party (the "**Recipient**") shall keep (and shall procure that its directors and employees shall keep) secret and confidential any Confidential Information disclosed to it by or on behalf of the other (the "**Discloser**").
- b. Notwithstanding clause 14. a., the Recipient shall not be prevented from using any general knowledge, experience and skills not treated by the Discloser as confidential or which do not properly belong to the Discloser and which the Recipient may have acquired or developed at any time during the term of the Agreement.
- c. Notwithstanding clause 14. a., the Recipient shall not be prevented from using the information or material referred to in clause 14. a. above to the extent such information or material comes into the public domain otherwise than through the default or negligence of the Recipient.
- d. Notwithstanding clause 14. a., either party shall have the right to communicate any information concerning the other party to any Government department, regulatory body or any other form of enforcement authority or as may be required by law.
- e. This clause 14 shall survive termination or expiry of this Agreement.

15. Data Protection

- a. To the extent that the Supplier provides any personal data (as the same is defined in the Data Protection Act 1998) to the Buyer, it hereby warrants that it has all necessary rights and consents from the relevant data subjects to disclose such personal data to the Buyer and for the Buyer to use such data for any reasonable purpose associated with this Agreement.
- b. To the extent that the Supplier is provided with any personal data (as the same is defined in the Data Protection Act 1998) in respect of which the Buyer is a data controller, then:
 - i. The Supplier shall only store and process such data in accordance with any instructions issued by the Buyer;
 - ii. The Supplier shall apply appropriate technical and organisation security measures to ensure such data is not: (A) lost; (B) corrupted; or (C) disclosed to any third party without the Buyer's prior written consent; and
 - iii. The Supplier shall not transfer or otherwise make such personal data available outside the European Economic Area.

16. Force Majeure

The Buyer shall not be liable for any delay or failure to perform any of its obligations under this Agreement if the delay or failure results from events or circumstances beyond its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, flood or industrial disputes, and the Buyer shall be entitled to a reasonable extension of its obligations.

17. Relationship of Parties

Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in this Agreement shall be deemed to construe either of the parties of the agent of the other.

18. Agreement

The Supplier shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior consent of the Buyer.

19. Severability

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid legal or unenforceable provision eliminated.

20. Waiver

No failure by the Buyer to enforce any of these terms and conditions shall constitute a waiver of its rights hereunder.

21. Notices

Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Purchase Order or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

22. No Third Parties

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

23. Entire Agreement

This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

24. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.