

TERMS AND CONDITIONS OF ORDER

CAREY GROUP – UK AND IRELAND

1. DEFINITIONS

- 1.1. In the following terms and conditions "the Company" refers to Carey Group Ltd including all its wholly or majority owned subsidiaries and "the Supplier" to the other contracting parties.
- 1.2. "Agreement" means the terms and conditions herein together with the Order.

2. GENERAL

- 2.1. These terms and conditions shall prevail and supersede any terms and conditions of the Supplier.
- 2.2. Each Order shall be considered separate from any other Order.
- 2.3. This Agreement may only be varied by the Company in writing on the Order or by separate fully executed Contract originated by the Company and referenced on the Order. Any of the terms and conditions not varied in this way will remain.

3. LIABILITIES

- 3.1. In the event of any goods or services ordered by the Company from the Supplier not being in accordance with the Order, the relevant British Standard specification, current and future Health and Safety legislation and/or manufacturer's information, in any way whatsoever then if required by the Company, the Supplier shall be absolutely liable to replace the goods or services or to reimburse the company for the full invoice price of the goods or services.

4. QUALITY

- 4.1. The Supplier warrants that all goods and services will comply in all respects with any specifications contained herein or referred to in the Order, all relevant British or European standards, regulations, statutes laws and byelaws and shall in all cases be to the Company's reasonable satisfaction and fit for the purpose set out or reasonably expected from this Agreement.

5. DELIVERY

- 5.1. The Company will not accept charges for packing, pallets, carriage, labour, waiting time or any other charges unless authorised by the Order.
- 5.2. The Company reserves the right not to accept any goods delivered in excess of the quantities shown on the Order and that such excess may be returned and all charges in respect thereof will be the responsibility of the Supplier.

6. RISK AND TITLE

The Supplier warrants that the Company shall have free and unencumbered title to the goods ordered under this Agreement but that they shall remain at the Supplier's risk in respect of deterioration damage or loss until they are delivered to and accepted into the custody of the Company at the designated delivery address.

7. QUANTITY AND TYPE

The Company shall have no liability in respect of any goods supplied of the wrong specification or in excess of that stated on the Order and shall be entitled to reject, without liability to make any payment, any delivery or part delivery comprising insufficient excessive or incorrect or otherwise defective goods.

8. CANCELLATION

- 8.1. The parties may only by agreement in writing cancel this Agreement or any deliveries arising thereunder.

Notwithstanding 8.1 the Company reserves the right to cancel the Order or any part of it if delivery is late or not made within the time specified on the Order.

9. PRICE AND PAYMENT

- 9.1. Invoices must be delivered to the Company at its Registered Office by the 7th of the month following date of delivery.
- 9.1.1. Payment will be made 45 days from the end of the month in which delivery is made unless otherwise stated on the Order.
- 9.2. Relevant Order numbers must be clearly shown on all relevant correspondence including proof of delivery and invoices. Failure to do so may result in delays in payment.

10. VAT

Where the goods or services are subject to Value Added Tax the amount that is legally demandable from time to time is to be rendered as a separate item of account on a form of VAT invoice acceptable to HM Revenue & Customs and, if required, the Supplier shall produce bona fide evidence of the amount paid or to be paid in respect thereof.

11. HEALTH, SAFETY AND ENVIRONMENTAL (PLEASE SEE APPENDIX A)

12. ETHICAL STANDARDS

- 12.1. The Supplier is required to provide the Company with goods and services that are consistent with good ethical trading policies and practices. Should the Company be made aware of any bad ethical practices whatsoever in relation to the provision of goods or services mentioned on the Order at any time during their supply then the Company reserves the right to cancel the Order in part or in full with no financial consequence to the Company. The Company shall seek compensation from the Supplier to remedy these circumstances.
- 12.2. The Company has zero tolerance to slavery and human trafficking. To ensure all those in our supply chain comply with our values the Company expects its suppliers to have a natural respect for our ethical standards in the context of their own culture. The relationships with our suppliers are based on the principle of fair and honest dealings at all times and in all ways. The Company specifically expects its suppliers to extend the same principle of fair and honest dealings to all others with whom they do business, including employees, sub-contractors and other third parties as set out in our Ethical Code of Conduct and Anti-Bribery Policies.

13. APPLICABLE LAW

- 13.1. This Agreement and any enforcement thereof shall be governed by the law of England & Wales for all goods and services delivered to an address within the United Kingdom of Great Britain and Northern Ireland in accordance with clause
- Where goods and services are delivered to an address in Republic of Ireland their supply under this agreement shall be governed by the law of the Republic of Ireland in accordance with clause
- 13.2. CLAUSES 13.2., 13.2.1 AND 13.2.2 APPLY WHERE GOVERNING LAW DETERMINED BY CLAUSE 13.1 IS THE LAW OF ENGLAND AND WALES
- 13.2.1 This Agreement (and any non-contractual obligations arising in connection with it) shall be governed by and interpreted in accordance with the law of England and Wales.
- 13.2.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute (including disputes in relation to non-contractual obligations) arising out of or in connection with this Agreement, and the parties hereby submit to the exclusive jurisdiction of the English courts.
- 13.3. CLAUSES 13.3, 13.3.1 AND 13.3.2 APPLY WHERE GOVERNING LAW DETERMINED BY CLAUSE 13.1 IS THE LAW OF THE REPUBLIC OF IRELAND
- 13.3.1 This Agreement (and any non-contractual obligations arising in connection with it) shall be governed by and interpreted in accordance with the Republic of Ireland law.
- 13.3.2 The Republic of Ireland courts shall have exclusive jurisdiction to settle any dispute (including disputes in relation to non-contractual obligations) arising out of or in connection with this Agreement, and the parties hereby submit to the exclusive jurisdiction of the Irish courts.

14 INSOVENCY AND BANKRUPTCY

14.1 If either party shall:

- 14.1.1. Become insolvent or bankrupt; or
- 14.1.2. Have a receiving order or administration order made against it or compound with its creditors; or
- 14.1.3. Being a corporation commence being wound up (not being a member's voluntary winding up for the purposes of reconstruction or amalgamation); or
- 14.1.4. Carry on its business under an administrator or administrative receiver for the benefit of its creditors or any of them then the other party shall have the right to terminate this Agreement forthwith by notice in writing to that party or to the administrator, administrative receiver, liquidator, or to any person in whom this Agreement shall have become vested.

15. FORCE MAJEURE

Neither party shall be in breach of this Agreement or liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from an event, circumstance or cause beyond its reasonable control. If the period of delay or non-performance continues for 30 days, the party not affected may terminate this Agreement by giving 5 days written notice to the affected party.

16. CONFIDENTIALITY DATA PROTECTION

The Supplier shall treat this Agreement and any information it may have received or obtained in relation thereto or arising regarding this Agreement or its negotiation or relating to the business or affairs of the Company as private and confidential and shall not publish or disclose the same or any particulars thereof without the prior consent of the Company.

17. PUBLICITY

Neither party shall without the written consent of the other (the giving of which consent shall be at the sole discretion of that party) advertise, publicly announce, or provide to any other person information relating to the existence or details of this Agreement or use the other party's name in any format for any promotion, publicity, marketing or advertising purpose.

18. ASSIGNMENT AND SUB-CONTRACTING

Neither party shall assign this Agreement or any of its rights or obligations under it without the prior written approval of the other party.

19. THIRD PARTY RIGHTS

A person who is not a party to this Agreement may not enforce any of its terms.

20. SEVERABILITY

No clause, sub-clause or their relevant parts in this Agreement may be held to be unenforceable or void except for the judgement of a court of competent jurisdiction. Should any clause, sub-clause or part thereof be so held to be unenforceable or void the remaining clauses, sub clauses or their relevant parts shall remain in full force and effect to the extent that they are capable of remaining operative having taken account of the said court's decision or judgement.

21. WAIVER

The rights of the Company or the Supplier shall not be prejudiced or restricted by any indulgence or forbearance extended by either party to the other and no waiver by either party in respect of any breach shall operate as a waiver in respect of any subsequent breach.

22. CONFLICT OF INTEREST, FRAUD AND BRIBERY

The Supplier must ensure adequate procedures are in place within their own organisation to prevent incidents of fraud, corrupt gifts and bribery and must be fully compliant with the Bribery Act 2010.

APPENDIX A

Health, Safety and Environmental

1. The Supplier undertakes and warrants that it and its employees, agents and sub-contractors will at all times comply with all health and safety requirements relating to manufacture, procurement, supply, transport and delivery relating to the provision of goods and services under this Agreement. Such requirements include, in addition to statutory laws and regulations, any codes of practice and any British Standards, or their equivalent, relating to health and safety which may be applicable to the performance of this Agreement.
2. The Supplier agrees to fully indemnify the Company and to hold it harmless at all times from and against all actions, proceedings, claims, expenses, awards, costs and all other liabilities whatsoever in any way connected with or arising from or relating to any failure on its part, or those of its employees, agents, representatives, sub-contractors and suppliers, to comply with health and safety legislations, regulations, the Company policies or the directions of the Company's employee when working at or delivering to, remaining upon or otherwise visiting the Company site operations, premises or offices, including without limitation in respect of any leaks, contamination, pollution or spillages.
3. The Company requires its Suppliers to provide their employees with a documented safe system of work, and suitable risk assessment for the activities they will undertake on behalf of the Supplier. Where the driver is required to access the back of the vehicle the Supplier MUST ensure that safe access and egress is provided. The Supplier MUST also ensure that edge protection safety systems are in place to prevent falls from the back of the delivery vehicle in compliance with The Work at Height Regulations 2005 (WAHR) following the Hierarchy of control measures therein, any mechanical aids i.e. forklifts, lifting equipment (this includes tail lifts), and/or lifting accessories MUST conform to Lifting Operations and Lifting Equipment Regulations 1998 (LOLER) and be appropriately certified.
4. The Supplier MUST be an accredited operator and comply fully with and adhere to the best practice, regulations and policies of the Fleet Operator Recognition Scheme (FORS), Work Related Road Risk (WRRR), and Construction Logistics and Community Safety (CLOCS). The Supplier acknowledges and agrees that the Company requires all Suppliers, drivers, operators, employees, personnel, agents representatives and sub-contractors to observe the highest professional standards in respect of health and safety and the relevant legislation in connection therewith including but without limitation working at height, lifting equipment and materials handling.
5. The Supplier is required to provide at the time of delivery and direct to the relevant site or place of delivery, all relevant information relating to the materials or goods supplied in connection with the Control Of Substances Hazardous to Health (COSHH) Regulations 2002. The Supplier shall indemnify the Company against any claim, loss or expense arising directly or indirectly out of the Supplier's failure to comply with any health and safety obligations, policy rules or procedures under this clause 5.
6. The Supplier is required to ensure that the delivery driver has received all appropriate training and copies of all certified CPC/CSCS registration cards shall be produced to the Company for verification on site. Any of the suppliers, employees, delivery drivers or other persons working on behalf of the Suppliers who are unable to communicate in English, may be refused entry to site.
7. The Supplier MUST ensure that all tools provided for use are fit for purpose and suitable for the task and provide evidence of maintenance when required.
8. Drivers are not to take it upon themselves to unload on the public highway unless instructed by the Company and in a controlled zone.
9. All accidents, incidents and near misses involving the Supplier's delivery team MUST be reported to the Company's management PRIOR to leaving the site. All environmental incidents involving the Supplier's activities MUST be reported to the Company management prior to leaving site, any damage or spillage caused MUST be cleared up by the Supplier prior to leaving site to the satisfaction of the Company.
10. The Supplier's drivers are not to leave the authorised loading/unloading area unless they are accompanied by the Company or have undergone the full site induction process.
11. All Timber and Timber-based products MUST be fully compliant with the EU Timber Regulations March 2013.
12. The taking of pictures/videos is strictly prohibited without prior permission from the Company.

13. There is to be no eating drinking or cooking whilst on site, unless this is undertaken in the dedicated welfare facilities.
14. The driver is to refrain from carrying out cleaning, maintenance or repairs whilst delivering their product, unless classed as an emergency, and is required in order to ensure the vehicle is road legal.
15. The Supplier MUST ensure that no driver or employee allows children or pets to accompany them on their delivery/pick up duties.
16. It remains the responsibility of the Supplier and the Suppliers driver to ensure that their vehicle remains free from any debris, aggregates, soil or loose materials, and is safe to return onto the public highway.