

A4 Plus Limited – Supplier Standard Conditions of Contract

General

In these conditions, 'the Company' means A4 Plus Limited. 'the contract' means the agreement, verbal or written, between the Company and the Supplier including all specifications, plans, drawings, patterns, samples and other document which are relevant. 'the Supplier' means the person or Company who by the contract undertakes to perform the supply under Contract. 'the Client' means the customer of the Company. 'the Contract Price' means the price, exclusive of VAT. 'the supply' means all goods and/or services which the supplier is required to provide under the contract and 'the contract' means the agreement, written or verbal, between the Company and the Supplier.

It is agreed that only these conditions shall apply to contracts between the Company and the Supplier and any documents emanating from the Supplier, which contain printed or standard conditions have been and shall be sent by the Supplier and received by the Company on the understanding that they appear on the Suppliers documents because they are printed thereon but have no legal effect whatsoever and the Supplier waives any rights which the Supplier otherwise might have to rely on such conditions.

These conditions shall have effect in place of any other conditions, which may have previously been notified by the Supplier to the Company. No addition or variation to these conditions shall be made or apply, unless expressly agreed in writing by the Company and the Supplier.

Specification

The supply shall be of the quality and sorts described and equal in all respects to the specifications, plans drawings, patterns, samples or any documents, individually or collectively which form part of the contract. Except in so far as may otherwise be indicated by a specification, plan, drawing, pattern, sample or other document the supply shall be strictly in accordance with the latest relevant European Standard Specification (or British equivalent) where such exists, published before the date of the contract, or otherwise shall be to the satisfaction of the Company.

Alteration

The Company reserve the right to alter from time to time the said specifications, plans, drawings, patterns, samples or other documents and as from the date specified by the Company, the supply shall be in accordance with such as altered. The Supplier shall give notice to the Company if such alterations have any effect on the price, date of delivery or any other provision of the contract.

Communication

Under normal circumstances, the Supplier will deal directly with the Company on all matters relating to the contract. If, for any reason, it is necessary for the supplier to deal with the Client, then they shall do so as if they were a full time member of the Company's staff. If delivery is required directly from the Supplier to the Client, then the Supplier must notify the Company, in adequate time, to allow for the Company to send its standard transmittal or approval or sign off sheets to the Supplier prior to despatch of the supply.

In the circumstance where the project requirement stipulates that the Supplier has to provide their supply direct to the Client on the Client's site (On Site Supply), the requirement for a standard transmittal or approval or sign off sheet will not apply.

Inspection

The Company has the right, at reasonable notice, to inspect the work at the Supplier's premises. The Supplier shall hold at the disposal of the Company and make available to it such information and documents as are necessary to determine the progress and status of the work under the contract.

Under normal circumstances, the Supplier will send the supply (or copies thereof) to the Company to allow for appropriate inspection prior to delivery to the Client.

The Supplier is responsible for ensuring that the supply conforms to the contract prior to despatch to any party (Client or Company) and must perform suitable self-checking procedures to enable this.

In the circumstance of direct On Site Supply, it is the responsibility of the Supplier to manage the Quality Control requirements of their supply direct with the Client and the Company has no responsibility for Quality Control

Delivery

Unless otherwise provided by the contract, all packaging supplied by the Supplier is considered non-returnable. Delivery of the supply, properly packed, identified and secured, shall be made by the Supplier at the time or times and at the place or places and in the manner specified in the contract.

The Company's official Job Number must be stated in all correspondence from the Supplier relating to the contract.

The Supplier shall be responsible for any loss or damage during handling, transport and storage of the supply prior to the Company being in receipt of such, which forms the final delivery and hence completion of the contract. In the circumstance where the project requirement stipulates that the Supplier has to provide their supply direct to the Client on the Client's site (On Site Supply), it is usual for the supply to be held by the Client and not provided to the Company.

Supply received from Suppliers, which is found to be non-conforming to the contract specified, are held by the Company to eliminate unintended use or supply to the Client. The supplier will be notified on non-conformance so that repair, re-work, re-supply or other appropriate measures can be taken.

It is agreed that upon successful delivery of the supply by the Supplier to the Company, which is duly inspected and accepted by the Company, then this supply is considered the master copy. If the Supplier hold records and / or identical supply at their premises then this is considered backup, which may be required to be destroyed for reasons of confidentiality.

The supply, which in turn is to be delivered to the Client, must not have the Suppliers name or trademarks visible in any place upon the contents of the supply, to ensure that if the supply, after inspection and acceptance, is delivered immediately to the Client then it will appear as if the Company has performed all aspects of the contract themselves so that the supply will be seen as the Company's and not that of the Suppliers.

Restriction

The Supplier shall not supply its services directly, or through any other person, firm or organisation, to any Client for which it has carried out Contracts via The Company during the previous twelve months.

Confidentiality

The Supplier shall, except by consent in writing, maintain confidentiality in respect of the facts, information, knowledge, documents or any other matters as may have been communicated or conveyed to the Company and Client in respect of the contract. The Supplier shall require their sub-contractors, associates and agents to maintain confidentiality on the same terms.

Patents, Copyright and Design Rights

Whenever performance of the contract involves the use of a patent, copyright or design belonging to a third party the Supplier shall indemnify the Company against any action for infringement, which may be brought against it.

Invoices and Payments

All invoices shall be submitted to the Company at their head office address as specified on the documents of the Contract. Following completion of the acceptance procedures specified or, if none is so specified, after delivery the Supplier is entitled to submit their invoice. Payment is processed at the month end following the date of invoice or in line with agreements made on a per project basis.

Law

Only English Law will govern these conditions, and the Courts of England will have exclusive jurisdiction. All titles and headings shown in these conditions are for convenience only and do not, themselves, form any part of the Contract. If for any reason one clause or sub-clause is not enforceable according to its terms then the others will remain in full force and effect.

Non signature of these terms does not absolve you from the Agreement.

[Enter Company name below]

I confirm I am authorised to sign these Terms for and on behalf of the Supplier

[Sign below]

[Print name below]

[Date below]