

Hazelwood Carpentry Contractors Ltd Purchase Order

Terms & Conditions

The Hazelwood Carpentry Contractors Purchase Order is issued subject to these Conditions, which govern both the Purchase Order and all business dealings between Hazelwood Carpentry Contractors Ltd and the Supplier relating to the Purchase Order. Acceptance of our purchase order is deemed acceptance of the purchase order terms and conditions.

All **invoices & correspondence** relating to the order must:

- bear the Purchase Order number plus any additional number allocated;
- quote your VAT registration number; and
- be addressed to Hazelwood Carpentry Contractors Ltd, the Barn, Main Avenue, Treforest Ind Est, Pontypridd, CF37 5UR or sent electronically to emma@hazelwoodcarpentry.co.uk

Failure to do so may result in delayed processing, acceptance and payment.

Definitions

- The Purchase Order- means the purchase order between buyer and supplier for the purchase of goods and/or services.
- Buyer- the person who buys or agrees to buy the goods from the Seller. (Hazelwood Carpentry Contractors Ltd)
- Supplier- means the party indicated on the face page of the Purchase Order that is contracting with Hazelwood Carpentry Contractors Ltd for the purchase and sale of Goods and/or Services.
- Goods-the articles which the Buyer agrees to buy from the Seller.
- Services-provided by the supplier to the seller
- Price-the price for the Goods and/or services , excluding VAT and any carriage, packaging and insurance costs.
- Conditions- the terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Seller.

- **Delivery of goods and services**

- Supplier shall supply and deliver goods to the buyers preferred destination as stated on the purchase order. Goods shall be protected, packed and loaded at the supplier's expense and materials/goods damaged during transit will be at the supplier's risk and replacement cost. No charges will be allowed for transportation, insurance, storage or handling, packaging etc unless allowed for in the purchase order or otherwise agreed in writing by Hazelwood Carpentry.
- Time is of the essence with respect to the provision of the goods and services all of which should be performed by the applicable delivery date described in the purchase order.
 - The supplier must immediately inform Hazelwood Carpentry if the agreed delivery date cannot be met.
 - Hazelwood Carpentry can at any time up until the delivery date, upon notice, cancel or change a Purchase Order, or any portion of P/O for any reason, including without limitation, for the convenience of Hazelwood Carpentry or due to the failure of the supplier to comply with this purchase order.
 - Title and risk of loss or damage shall pass onto Hazelwood Carpentry upon satisfactory receipt and inspection of goods at the delivery point or as soon as practicable thereafter, unless otherwise agreed by Hazelwood Carpentry in writing.

Hazelwood Carpentry Contractors Ltd Purchase Order

Terms & Conditions

- Good shall be insured by the supplier while in transit to the agreed delivery point.
 - If at any time deliveries under this Contract are suspended due to the happening of a Force Majeure event, then, without prejudice to its rights of termination or cancellation the buyer may at its discretion postpone delivery of the Deliverables for the period of suspension or such longer period as required, in which event the buyers payment obligations shall be postponed for the equivalent length of time.
- **Inspection of goods; Acceptance & Rejection**
 - All goods shall be subject to Hazelwood Carpentry's right to inspect. Hazelwood required 90 days following delivery of goods to the agreed delivery point to inspect the product and upon inspection Hazelwood will either accept or reject the goods.
 - In addition Hazelwood Carpentry will retain the right to reject good in excess of the quantity ordered unless otherwise agreed and or are damaged or defective.
 - In addition, Hazelwood Carpentry shall have the right to reject any Goods that do not conform to the Specification or any term of purchase.
 - Transfer of title to Hazelwood Carpentry of Goods shall not constitute our acceptance of those Goods. Hazelwood Carpentry shall provide Supplier within the Inspection Period notice of any Goods that are rejected, and the reason for rejection.
 - Hazelwood carpentry's inspection or Acceptance or use of the Goods shall not limit or otherwise affect Supplier's warranty obligations. Warranties shall survive inspection, test, Acceptance and use of the Goods or Services.
 - Hazelwood Carpentry will be entitled to return rejected goods to supplier at the supplier expense and risk of loss for a full credit or refund of all amounts paid for the rejected Goods; or replacement Goods to be received within a specified time of Hazelwood Carpentry.
 - Title to rejected Goods that are returned to Supplier shall transfer to Supplier upon such delivery and such Goods shall not be replaced by Supplier except upon written instructions from Hazelwood Carpentry.
 - **Price/Payment Terms.**
 - Payment terms will be detailed in the purchase order document.
 - Prices for the Goods and/or Services will be as detailed in the Purchase Order.
 - Price increases or charges not expressly set out in the Purchase Order shall not be effective unless agreed to in advance in writing by Hazelwood Carpentry. Unless agreed otherwise and stated on the front of the Order all expenses and disbursements are included within the price stated.
 - In the event of dispute Hazelwood Carpentry will pay the undisputed element of an invoice to terms. But have the right to withhold payment of any invoiced amounts that are disputed in good faith until the parties reach an agreement with respect to such disputed amounts. Such withholding of disputed amounts shall not be deemed a breach of this Agreement nor shall any interest be charged on such amounts.

Hazelwood Carpentry Contractors Ltd Purchase Order

Terms & Conditions

- **Service Warranties**

- Supplier shall perform all services exercising a degree of skill, diligence and professionalism, care, prudence, integrity and judgement which would be reasonably expected from a skilled and experienced service/good provider and in accordance with all specifications, guidance, best practise and codes of conduct, laws and regulations as applicable to that supplier.
- using only personnel with the skills, training, expertise, and qualifications necessary to carry out the Services
- Hazelwood Carpentry may object to any of the Supplier's personnel engaged in the performance of Services who, in their reasonable opinion are lacking in appropriate skills or qualifications, engage in misconduct, constitute a safety risk or hazard or are incompetent or negligent, and the consequently, the supplier shall promptly remove such personnel from the performance of any Services upon receipt of such notice, and shall not re-employ the removed person in connection with the Services without the prior written consent of Hazelwood Carpentry.

- **Manufacturer Warranties**

- Supplier shall assign to Hazelwood Carpentry all manufacturer's warranties for Goods, performance specification, product data sheets and OM manuals including those for goods not manufactured by the supplier but supplied via the supply in relation to the purchase agreement, and shall take all necessary steps as required by such third party manufacturers to effect assignment of such warranties to Buyer.

- **Warranty Remedies.**

- In the event of breach of any of the service or manufacturing warranties and without prejudice to any other right or remedy available to Hazelwood Carpentry (including Buyer's indemnification rights hereunder), Supplier will, at Hazelwood Carpentry's option and at Supplier's expense, refund the purchase price for, or correct or replace the affected Goods, or re-perform the affected Services, within Hazelwood Carpentry's reasonable specified notice period to the Supplier of warranty breach. All associated costs, including costs of re-performance, costs to inspect the Goods and/or Services, transport of the Goods from Hazelwood Carpentry to Supplier, and return shipment to Hazelwood Carpentry, and costs resulting from supply chain interruptions, will be borne by Supplier. If Goods are corrected or replaced or Services are re-performed, the warranties will continue as to the corrected or replaced Goods for a further Goods Warranty Period commencing on the date of Acceptance of the corrected or replaced Goods by Hazelwood Carpentry. If Supplier fails to repair or replace the Product within the time periods reasonably required above, Hazelwood Carpentry may repair or replace the Goods at Supplier's expense.

- **CONFIDENTIALITY**

- The supplier acknowledges that the Purchase Order and its subject matter are confidential and shall not be disclosed or publicised to any third party by you for any reason without express prior written consent.

Hazelwood Carpentry Contractors Ltd Purchase Order

Terms & Conditions

- **TERMINATION**

- Without prejudice Buyer shall have the right to cancel the Order and to terminate the Contract if:
- The Supplier commits a breach of this Contract and fail to remedy the breach within 7 days of written notice to do so; or
- becomes insolvent, bankrupt, enter into liquidation, enter into a voluntary arrangement, appoint a receiver or such similar event save for the purposes of a solvent reconstruction or amalgamation.

- **CANCELLATION OR INTERRUPTION**

- The Order may be cancelled by the Buyer at any time prior to acceptance of all the Deliverables, upon written notice to Supplier. In such event, the Buyer will pay the Supplier, in lieu of the price specified on the front of the Order, the direct non-cancellable costs incurred up to that point and any direct non-cancellable costs committed to the performance of the Suppliers obligations hereunder prior to such cancellation provided, however, that the total amount of such costs shall not exceed the price specified on the Purchase Order. The Buyer will not be responsible to the Supplier for any cancellation fees or penalties unless provided for on the Purchase Order or in a separate written agreement in respect of the Purchase Order signed by the Buyer and the Supplier.
- Should Hazelwood Carpentry Contractors Ltd or their clients be effected by a Force Majeure event, it may be required, without incurring any additional liability to the Supplier, to serve notice identifying the relevant event and anticipated delay and altering the date or dates for delivery of the Deliverables until the event or circumstances causing the stoppage, interruption or restriction have ceased. If delivery or performance has been suspended for any such reason payment to the Supplier will be delayed in which event the buyer's payment obligations shall be postponed for the equivalent length of time. If such Force Majeure event continues for a period in excess of 6 months, either party may terminate the Purchase Order by notice in writing with immediate effect.
- In the event of epidemic or pandemic it may be required, without incurring any additional liability to the Supplier, to serve notice of any anticipated delay and altering the date or dates for delivery of the Deliverables until any related interruption or restriction have ceased. If delivery or performance has been suspended for any such reason payment to the Supplier will be delayed in which event the buyer's payment obligations shall be postponed for the equivalent length of time. If such an event continues for a period in excess of 6 months, either party may terminate the Purchase Order by notice in writing with immediate effect.

- **GOVERNING TERMS, LAW AND JURISDICTION**

- The terms included in the Purchase Order and these Conditions, and no other terms, shall govern the Contract and shall prevail over any other terms or conditions referred to orally or in correspondence.

- **Errors**

- Where Products are mis-shipped through the Supplier's error, the Supplier shall accept the return of all open-box Products and provide a full credit.
- We cannot be held responsible for the incorrect scheduling or take off information by the supplier. The supplier will be deemed to have carried out their own internal

Hazelwood Carpentry Contractors Ltd Purchase Order

Terms & Conditions

checking procedure and whilst Hazelwood Carpentry will endeavour to check suppliers, schedule or any other submitted information. Such checking by Hazelwood Carpentry will not infer ownership of the incorrect interpretation of previously supplied information which will remain the suppliers.