

## **TERMS AND CONDITIONS OF PURCHASE**

### **1. OFFICIAL ORDERS**

Goods must only be supplied on receipt of an official Purchase Order Form, and the Purchase Order number must be quoted on all advice and packing notes, invoices and packages.

### **2. DOCUMENTATION**

A. Packing Notes/ Delivery notes with full description of item/ items, and corresponding Purchase Order number must accompany all goods.

B. Invoices must be issued referencing Purchase order number and either posted to GWE or emailed to [accounts@gwenergy.co.uk](mailto:accounts@gwenergy.co.uk)

### **3. ELECTROMAGNETIC COMPATIBILITY**

It is a condition of this order that the products you supply conform with the requirements of the electromagnetic compatibility directive and that the CE mark is applied to the product or packaging to indicate compliance.

### **4. RIGHTS OF THIRD PARTIES**

For the avoidance of doubt the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to any term or condition hereof and nothing contained herein shall confer on any third party any benefit or the right to enforce any term or condition hereof.

### **6. DELIVERY**

The time of delivery of goods and the rate of deliveries requested by us are of the essence of this order and we reserve the right of alteration or cancellation in the event of failure to deliver at the specified time and rate, together with all consequential rights. The acceptance by us of any quantity of goods smaller than the specified instalment shall not constitute any waiver of right on our part to cancel the balance of the order. We will deduct from amount of invoice any excess costs resulting from your disregard of our forwarding instructions if any. All deliveries must be carriage paid, unless prior agreement has been made. You shall be responsible at all times for providing proof of delivery of goods originals of which proof may be requested by us at any time and which you shall supply forthwith on receipt of such request.

### **7. PACKAGING**

No responsibility can be accepted or payment made in respect of containers, packing cases, packing materials, cable drums, pallets or stillages but every care will be taken to ensure their return, carriage forward. Returnable packing must be shown as such on all documents.

### **8. ASSIGNMENT OF INTEREST**

The order is placed on the condition that you shall not assign it or any interest therein, including any payment due or to become due with respect thereto, without our prior written consent.

### **9. SET-OFF**

We shall be entitled at all times to set-off any amount owing from you to us or any of our associated companies against any amount due or owing to you with respect to this order.

### **10. REJECTS**

We reserve the right to reject at your expense, the whole or part of any consignment in which defective goods may be found. Deliveries made over the quantities ordered may be rejected or accepted at our option and if rejected will be held at your risk and returned carriage forward.

### **11. PATENTS**

You shall hold us fully indemnified against all claims for damages and for all legal and other expenses and all losses due to infringement of patents, devices or processes embodied therein arising from our purchase of goods from you, whether or not we defend any legal proceedings.

### **12. WARRANTIES**

You expressly warrant that all the materials and articles covered by this order or other description or specification furnished by you will be in exact accordance with such order description or specification and free from defects in material and/or workmanship; and notwithstanding the foregoing warranty, all materials and articles covered by this order shall be fit for the purpose and of satisfactory quality. Such warranties shall survive delivery and shall not be deemed waived either by reason of our acceptance of said materials or articles or by payment for them. Any deviation from this order or specifications furnished hereunder, or any other exceptions or alterations must be approved in writing by our authorised representative. You must undertake to replace any defective goods free of charge or credit us

with the full purchase price. On request by us you shall supply forthwith a Certificate of Conformity to the relevant British Standard for the item(s) the subject of this order.

**13. FORCE MAJEURE**

We reserve the right to suspend acceptance of delivery during any period in which our business may be disrupted by strikes, lock-outs, or other incidents of whatever kind beyond our control.

**14. OWNERSHIP**

Ownership of the goods will be vested in us only after delivery in accordance with this order notwithstanding that the goods are collected by our own transport and you will remain responsible to make good loss or damage to the goods howsoever occasioned at any time prior to delivery. This order is based on the condition that if any of the items in it are at some future date reduced in price or discounts to the trade increased, you will provide us with full compensation for the reduction in value of our total stock holding consequent upon and at the date of such price reduction or increase in trade discounts.

**15. CONSTRUCTION PRODUCTS REGULATIONS ("CPR")**

All products supplied by you which are required to be compliant with the CPR pursuant to BS EN 50575 must be compliant in every respect and you shall ensure that all relevant products will be marked with the correct CE and Declaration of Performance ("DOP") classification on the accompanying label and/or electronically marked in such a way as to readily ensure our compliance with the CPR upon re-sale of such products to our customers.

GWE can return any standard stock items to the supplier at any time and be refunded/debited in full.

Orders not acknowledged or orders received without delivery notes may result in payment delays.