



CONDITIONS OF ORDER PART ONE

GENERAL

In case of conflict or variance between these Conditions and the Suppliers Conditions these Conditions shall prevail unless expressly otherwise agreed by us in writing.

INSURANCE

The Supplier shall insure with an office of repute (a) against his liabilities to his workmen under the Workman's Compensation Act and kindred Acts and (b) against his liabilities in respect to damage and/or injury to persons and/or property occasioned by his negligence or negligence on his part of his servants and will keep such insurance in force and produce to us at any time on demand the policies and the receipt for the current premium and will indemnify us the keep us indemnified against such liabilities.

PATENT

The Supplier shall indemnify us against all actions, claims and demands in respect of patent or other rights arising for or in connection with good supplies or work delivered or performed by the Supplier.

INSPECTION

We shall be at liberty at all reasonable times to inspect the goods or the entire work or any part thereof at any time during its manufacture and to require making good, amendment or alteration of anything which is defective or does not comply with the terms of the order and to reject any goods or work of which we may reasonably disapprove. The Supplier shall forthwith make good, amend or alter as so required and any goods or work so rejected shall be immediately executed afresh by the Supplier to our reasonable satisfaction. The exercise of our rights as above shall not imply any acceptance of the goods or work or operate to relieve the Supplier of a liabilities under the terms and conditions of the order.

DELIVERY

Time of delivery is reckoned from the date of our official order unless otherwise specially agreed in writing. We reserve the right to completely or partially cancel any order should the time of delivery be exceeded except by force majeure.

GUARANTEES

The Supplier shall be and remain liable under any warranty or condition implied by law or unsafe attached to the goods supplied under this order to any liability under any express warranties or condition stipulated by us.

PART TWO
SUPPLEMENTARY CONDITIONS TO ORDER
(SUBCONTRACTORS)
APPLYING TO ANY ORDER INVOLVING SITE WORK

1. No part of this order shall be sublet without written permission of the Company.
2. This order is placed as a subcontract to a main contract or subcontract held by the Company and in accordance with the terms and conditions thereof which are open to inspection by appointment.
3. The said terms and conditions shall apply to this subcontract and shall confer upon you the same rights, obligations and remedies as those conferred in the main contract upon the Company itself and you shall stand in relation to the Company in respect of all matters arising from your work as the Company stands in relation to the Employer or the main Contractor.
4. The method of payment and the determination of price fluctuations shall accordingly be those provided for in the said terms and conditions.
5. You shall indemnify and save harmless the Company against:
 - (a) Any breach, non-observance or non-performance by you of the said terms and conditions.
 - (b) Any act or omission on your part or that of your employer or agents which may involve the Company in any liability to the employer (or the Main Contractor) under the said terms and conditions.
 - (c) Any actions brought against us by any person whether under statute or common law arising from any negligence or breach of duty on your employees or agents.
 - (d) Any loss or injury sustained by any of your employees whilst engaged on the contract work.

Providing that nothing in this clause shall impose any liability upon you for any negligence or breach of duty in the part to the employer, the main contractor, the Company or of their respective servants and agents nor create any privity of contract between you and the Employer, the main contractor or any other subcontractor.

6. We shall not be held responsible for the unloading or the safe keeping of subcontractors' plant or material or the supply of electricity, tackle, fuels, tools and telephone facilities unless agreement at the time of acceptance of this order has been arranged. All plant is to be supplied by the subcontractor.
7. Variations to contract (variation order / variation instruction or change order) will only be assessed with supporting documentation; a before and after drawing detailing the change in scope, scheduled material and labour breakdown (add and omit) and any associated impact to programme recorded. Only variations agreed in writing before being undertaken will be reviewed for payment at an agreed sum.
8. Payment will be raised 50 days after agreement of your monthly valuation and invoice submittal. For the purposes of fixing valuation dates the first interim valuation / invoice date is month end. The date for that interim payment is then 28 days after the valuation date. The final date for payment is 14 days after the interim payment date. The date for making a payment application / invoice should be 7 days prior to the interim valuation date. A payless notice can be issued up to 7 days before the interim

payment date, the subcontractor will then have 5 days to adjust the valuation / invoice in order to meet the interim payment date.

9. 5-Point PPE must be worn at all times on sites. Indoor Climate Systems will provide hard hats and hi vis vests once which will be signed for on site. If these are lost, a charge will be made for replacements.
10. Insurances must be sent to andrea_m@indoorclimate.co.uk for uploading to the contract file.
11. Subcontractors are expected to have a senior point of contact on site for co-ordinating site issues.
12. Any health and safety warnings given more than once to the same company will result in a £250 fine per following occurrence.
13. A weekly meeting will be set up for the supply chain where a senior member of the subcontractors' team will be expected to attend unless otherwise agreed with the PM.