

General Purchase Order Terms & Conditions

No terms or conditions other than those expressed within this document or written within the Company's Purchase Order shall be incorporated into any agreement unless expressly agreed to by all parties.

Prices

Prices quoted by the Supplier should be fixed and must include delivery and packaging. Daniel Charles Construction will not accept a variable price quotation.

Payment

Daniel Charles Construction terms of payment in respect of goods and/or services supplied will be 60 days from receipt of invoice unless an agreement is in place that states otherwise.

Delivery

Supplier's should aim to deliver and unload the goods to the point of delivery stated in the Company's order not later than the date agreed. In the event the Supplier fails to deliver the goods or supply the services by the date specified in the order, or subsequently agreed, then the Supplier should look to compensate Daniel Charles Construction an amount of whatever loss, expense or damage that they have suffered or shall suffer because of the delay. Daniel Charles Construction may deduct the amount of any loss expense or damage from any monies due or to become due to the Supplier and any shortfall shall be payable by the Supplier.

Documentation

All correspondence from the Supplier should note a Daniel Charles Construction order number. All Invoices and Statements should show the VAT rate charged and the Supplier's VAT Registration number.

All goods must be labelled in accordance with the Classification Packaging and Labelling provided by the manufacturer. Relevant product data sheets should be supplied at the time of delivery or if requested at the time of order.

Where any substance supplied has a Maximum Exposure Level (MEL) or Occupational Exposure Limit (OEL) full details of these must be supplied.

Defective Goods and/or Services

If the goods or services of any part of the order are found to be defective at the time of delivery or performance or at any time thereafter within 12 months of the date of delivery the Supplier will rectify or replace the goods and/or services at the Supplier's own expense. All terms and conditions of this Agreement shall apply to any such rectification or replacement.

Daniel Charles Construction have the right to reject goods if they are unsatisfactory for the intended use. This will in no way be detrimental to the rights of Daniel Charles Construction as the Consumer.

Cancellation

Daniel Charles Construction will be entitled to cancel its order in respect of the goods and/or services at any time prior to delivery by giving verbal/written notice of cancellation to the Supplier. Should such a cancellation incur direct costs to the Supplier then we will reimburse the Supplier in respect of any direct costs and/or loss incurred however, we will not be liable to any further or greater extent.

Visits

The Company shall be entitled to make reasonable visits to any Suppliers premises for the purpose of inspecting work in progress subject to the Company giving to the Supplier not less than 48 hours' notice of such visit.

Confidentiality

The Supplier will hold all information as confidential, details, specifications, drawings or any other matter relating to the goods and/or services to be supplied.

Anti-Corruption

Daniel Charles Construction are committed to zero tolerance in relation to corruption and bribery. The supplier will need to comply with our anti-bribery policy, which can be provided upon request. In brief:-

Suppliers should not engage in corrupt activity and are expected to use reasonable due diligence to ensure that its Directors and employees have not and shall not engage in any corrupt activity.

Suppliers will implement and maintain sufficient procedures to comply with its undertaking and to prevent any associated person from engaging in any corrupt activity and/or any conduct that would cause an offence under the Bribery Act 2010.

Suppliers should have provisions in place between itself and its sub-contractors, consultants and suppliers to prevent any corrupt activity and to comply with the Bribery Act 2010.

Reasonable evidence can be requested by Daniel Charles Construction of a Suppliers compliance in this respect.

Anti-Slavery

The Supplier will comply with and use all reasonable endeavours to ensure that their supply chain complies with all applicable anti-slavery and human trafficking laws, regulations and official guidance, including the Modern Slavery Act 2015.

Equality & Diversity

The Supplier will perform its obligations under the agreement in accordance with:

“All applicable Equality Law, whether in relation to race, sex, gender reassignment, age disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise”.

Daniel Charles Construction’s Equality and Diversity Policy will be provided to the Supplier from time to time and can be found on our website.

Suppliers should comply with the provisions of the Human Rights Act 1998 in the performance of this agreement and undertake or refrain from undertaking such acts as to assist in compliance with Daniel Charles Construction’s obligations under the Human Rights Act 1998.

Dan Ingall

Managing Director