

## Tandem Property Asset Management LLP Purchase Terms and Conditions

<b>1</b>	<b>DEFINITIONS</b>	<b>2.2</b>	The Order shall be deemed to be accepted on the earlier of:
	<b>Business Day</b> a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.	<b>2.2.1</b>	the Supplier issuing written acceptance of the Order; or
	<b>Commencement Date</b> has the meaning given in clause 2.2.	<b>2.2.2</b>	any other act by the Supplier consistent with fulfilling the Order, including (but not limited to) corresponding with regards to or commencing provision of the Services or arranging, corresponding with regards to or delivering the Goods,
	<b>Conditions</b> these terms and conditions as amended from time to time in accordance with clause 14.9.		at which point and on which date the Contract shall come into existence (Commencement Date).
	<b>Contract</b> the contract between the Customer and the Supplier for the supply of Goods and/or Services set out in the Order and provided in accordance with these Conditions.	<b>2.3</b>	These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
	<b>Customer</b> Tandem Property Asset Management LLP (registered in England and Wales with registered number OC419269) as agent for the customer whose details are set out in the Order.	<b>2.4</b>	All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.
	<b>Delivery Location</b> has the meaning given in clause 4.2.2.	<b>3</b>	<b>SUPPLY OF GOODS</b>
	<b>Goods</b> the goods (or any part of them) set out in the Order.	<b>3.1</b>	The Supplier shall ensure that the Goods shall:
	<b>Goods Specification</b> any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.	<b>3.1.1</b>	correspond with their description and any applicable Goods Specification;
	<b>Mandatory Policies</b> any health and safety or other policies as are notified to the Supplier by the Customer from time to time.	<b>3.1.2</b>	be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer, expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgement;
	<b>Order</b> the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form.	<b>3.1.3</b>	where they are manufactured products, be free from defects in design, materials and workmanship and remain so for 12 months after delivery; and
	<b>Services</b> the services to be provided by the Supplier under the Contract as set out in the Service Specification.	<b>3.1.4</b>	comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
	<b>Service Specification</b> the description or specification for Services set out in the Order.		
	<b>Supplier</b> the person or firm from whom the Customer purchases the Goods and/or Services.	<b>3.2</b>	The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations,
<b>2</b>	<b>BASIS OF CONTRACT</b>		
<b>2.1</b>	The Order constitutes an offer by the Customer to purchase Goods and/or Services from the Supplier in accordance with these Conditions.		

consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.

## **4 DELIVERY OF GOODS**

**4.1** The Supplier shall ensure that:

**4.1.1** the Goods are properly packed and secured in such manner as to enable them to reach their destination undamaged and in good condition;

**4.1.2** each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

**4.1.3** it states clearly on the delivery note any requirement for the Customer to return any packaging material for the Goods to the Supplier. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.

**4.2** The Supplier (whether itself or via a reputable courier service provider) shall deliver the Goods:

**4.2.1** on the date specified in the Order or, if no such date is specified, then within 5 days of the date of the Order or on such other date as may be agreed in writing between the Customer and the Supplier;

**4.2.2** to the location set out in the Order or as instructed by the Customer before delivery (Delivery Location); and

**4.2.3** during the Customer's normal hours of business, or as instructed by the Customer.

**4.3** Delivery of the Goods shall be completed once the Goods, having been delivered in accordance with clause 4.2, have been unloaded at the Delivery Location (which shall only be evidenced in the form of a delivery note or other receipt signed on behalf of the Customer and shall be retained by the Supplier).

**4.4** The Supplier (whether itself or via a reputable courier service provider) shall not deliver the Goods in instalments without the Customer's prior written consent. Where it is agreed that the Goods are delivered by instalments, they

may be invoiced and paid for separately. However, failure by the Supplier (whether itself or via a reputable courier service provider) to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Customer to the remedies set out in clause 6.1.

**4.5** Title and risk in the Goods shall pass to the Customer on completion of delivery in accordance with clause 4.3.

## **5 SUPPLY OF SERVICES**

**5.1** The Supplier shall supply the Services to the Customer in accordance with the terms of the Contract.

**5.2** The Supplier shall meet any performance dates for the Services specified in the Order or that the Customer notifies to the Supplier and time is of the essence in relation to any of those performance dates.

**5.3** In providing the Services, the Supplier shall:

**5.3.1** co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;

**5.3.2** perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;

**5.3.3** use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;

**5.3.4** ensure that the Services will conform with all descriptions, standards and specifications set out in the Service Specification;

**5.3.5** provide all equipment, tools and vehicles and such other items as are required to provide the Services;

**5.3.6** use the best quality goods, materials, standards and techniques, and ensure that all goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation and design;

**5.3.7** obtain and at all times maintain all licences and consents which may be required for the provision of the Services;

<b>5.3.8</b>	observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises;	<b>6.2.3</b>	to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
<b>5.3.9</b>	comply with any additional obligations as set out in the Service Specification or the Order; and	<b>6.2.4</b>	to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
<b>5.3.10</b>	not do or omit to do anything which may cause the Customer to be in breach of any legislation, statute, regulation or rules.	<b>6.2.5</b>	to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute goods from a third party; and
<b>6</b>	<b>CUSTOMER REMEDIES</b>	<b>6.2.6</b>	to claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier's failure to supply Goods in accordance with clause 3.1.
<b>6.1</b>	If the Supplier fails to deliver the Goods by the applicable date or to perform the Services by the applicable date, or both, the Customer shall, without limiting or affecting other rights or remedies available to it, have any one or more of the following rights and remedies:	<b>6.3</b>	If the Supplier has supplied Services that do not comply with the requirements of clause 5.3.4 then, without limiting or affecting other rights or remedies available to it, the Customer shall have one or more of the following rights and remedies:
<b>6.1.1</b>	to terminate the Contract with immediate effect by giving written notice to the Supplier;	<b>6.3.1</b>	to terminate the Contract with immediate effect by giving written notice to the Supplier;
<b>6.1.2</b>	to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;	<b>6.3.2</b>	to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services (if paid);
<b>6.1.3</b>	to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods and/or services from a third party;	<b>6.3.3</b>	to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
<b>6.1.4</b>	to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered; and	<b>6.3.4</b>	to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute services or deliverables from a third party; and
<b>6.1.5</b>	to claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to meet such dates.	<b>6.3.5</b>	to claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier's failure to comply with clause 5.3.4.
<b>6.2</b>	If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1, then, without limiting or affecting other rights or remedies available to it, the Customer shall have one or more of the following rights and remedies, whether or not it has accepted the Goods:	<b>6.4</b>	These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.
<b>6.2.1</b>	to terminate the Contract with immediate effect by giving written notice to the Supplier;	<b>6.5</b>	The Customer's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.
<b>6.2.2</b>	to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;		

## **7 CUSTOMER'S OBLIGATIONS**

### **7.1** The Customer shall:

**7.1.1** provide the Supplier with reasonable access at reasonable times to the Customer's premises for the purpose of providing the Services; and

**7.1.2** provide such necessary information for the provision of the Services as the Supplier may reasonably request.

## **8 CHARGES AND PAYMENT**

### **8.1** The price for the Goods shall be the lower of:

**8.1.1** the price set out in the Order, or if no price is quoted, the price set out in the Supplier's published price list in force as at the date of the Order; or

**8.1.2** the price set out in the Supplier's published price list in force as at the date of delivery of the Goods,

but shall not, in any event, be higher than what has previously been charged to the Customer by the Supplier except where agreed in writing.

**8.2** The price for the Goods shall be inclusive of the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by the Customer.

**8.3** The charges for the Services shall be set out in the Order and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Customer, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

**8.4** In respect of the Goods, the Supplier shall invoice the Customer upon completion of delivery in accordance with these Conditions. In respect of Services, the Supplier shall invoice the Customer on completion of the Services in accordance with these Conditions. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Order number or reference. All invoices must be addressed to the Customer using the wording specifically set out in the Order.

## **8.5**

In consideration of the supply of Goods and/or Services by the Supplier but subject always to the Supplier issuing a proper invoice in accordance with these Conditions, the Customer shall pay the invoiced amounts within 45 days of the last day of the month in which the Goods were delivered or the Services were performed in accordance with these Conditions to the bank account detailed on the relevant invoice raised by the Supplier.

## **8.6**

Notwithstanding any other provisions of this clause 8, the Supplier shall issue to the Customer a monthly statement setting out all sums which are outstanding, due and/or payable by the Customer to the Supplier in respect of any outstanding invoices (Monthly Report). The Supplier shall produce a Monthly Report on the first day of each calendar month and shall issue each such report to the Customer within 1 Business Day of that report's production.

## **8.7**

All amounts payable by the Customer under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.

## **8.8**

The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow the Customer to inspect such records at all reasonable times on request.

## **9**

### **INSURANCE**

During the term of the Contract and for a period of 6 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

## **10 COMPLIANCE WITH RELEVANT LAWS AND POLICIES**

**10.1** In performing its obligations under the Contract, the Supplier shall:

**10.1.1** comply with all applicable laws, statutes, regulations and codes from time to time in force; and

**10.1.2** comply with the Mandatory Policies.

## **11 TERMINATION**

**11.1** Without affecting any other right or remedy available to it, the Customer may terminate the Contract:

**11.1.1** with immediate effect by giving written notice to the Supplier if:

**11.1.1.1** there is a change of Control (as defined in section 1124 of the Corporation Tax Act 2010) of the Supplier;

**11.1.1.2** the Supplier commits a breach of clause 10;

**11.1.1.3** the Supplier commits a breach of any term of the

Contract which is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

**11.1.1.4** the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

**11.1.1.5** the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

**11.1.1.6** the Supplier's financial position deteriorates so far as to reasonably justify the opinion that its

ability to give effect to the terms of this Contract is in jeopardy.

**11.1.2** for convenience by giving the Supplier 30 days' written notice at any time.

## **12 CONSEQUENCES OF TERMINATION**

**12.1** Termination or expiry of the Contract shall not affect the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

**12.2** Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

## **13 FORCE MAJEURE**

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 2 weeks, the party not affected may terminate the Contract by giving 7 days' written notice to the affected party.

## **14 GENERAL**

### **14.1 Assignment and other dealings.**

**14.1.1** The Customer may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract.

**14.1.2** The Supplier shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Customer.

**14.2 Subcontracting.** The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of the Customer. If the Customer consents to any subcontracting by the Supplier, the

Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

### **14.3 Notices.**

**14.3.1** Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be sent by email to the address specified in the Order.

**14.3.2** Any notice or communication shall be deemed to have been received at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

**14.3.3** This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**14.4 Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. If any provision of the Contract is deemed deleted under this clause 14.4 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

**14.5 Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**14.6 No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

**14.7 Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises,

### **14.8 Third party rights.**

**14.8.1** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

**14.8.2** The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

**14.9 Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.

**14.10 Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

**14.11 Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.