



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;

- 5.3.8** observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises;
- 5.3.9** comply with any additional obligations as set out in the Service Specification or the Order; and
- 5.3.10** not do or omit to do anything which may cause the Customer to be in breach of any legislation, statute, regulation or rules.
- 6 CUSTOMER REMEDIES**
- 6.1** 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:
- 6.1.1** to terminate the Contract with immediate effect by giving written notice to the Supplier;
- 6.1.2** to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
- 6.1.3** to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods and/or services from a third party;
- 6.1.4** 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
- 6.1.5** 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.
- 6.2** 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:
- 6.2.1** to terminate the Contract with immediate effect by giving written notice to the Supplier;
- 6.2.2** 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;
- 6.2.3** 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);
- 6.2.4** to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- 6.2.5** to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute goods from a third party; and
- 6.2.6** 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.
- 6.3** 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:
- 6.3.1** to terminate the Contract with immediate effect by giving written notice to the Supplier;
- 6.3.2** 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);
- 6.3.3** to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
- 6.3.4** to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute services or deliverables from a third party; and
- 6.3.5** 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.
- 6.4** These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.
- 6.5** 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.





