

GENERAL PURCHASE TERMS AND CONDITIONS

1. DEFINITIONS

In these Conditions:-

"Conditions" means these General Purchase Terms and Conditions and any Specific Purchase Conditions.

"Contract" shall mean the contract constituted by the Purchase Order, these Terms & Conditions (including any revision or amendment agreed by us in writing thereto), any Specific Purchase Conditions and the Supplier's acceptance thereof in accordance with Clause 3 of these Conditions.

"Goods" means those items of equipment, materials, goods, work or services as specified in the Purchase Order.

"Main Contract" means IQA Groups agreement with our Client to provide the works which will incorporate or utilise the Goods provided by the Supplier.

"Specific Purchase Conditions" means the document supplied with the Purchase Order that contains further specific terms and conditions that form the part of Contract.

"Supplier" shall mean the person, firm or company to whom the Purchase Order is addressed and who is to provide the Goods as described in the Purchase Order.

Any reference to "we" "our" and such terms of a similar meaning shall mean IQA Operations Group Ltd (IQA Group) and any other trading entity controlled by Elecnor S.A and other companies controlled by the Elecnor Group.

2. LAW AND JURISDICTION

The Contract shall be governed and construed in all respects in accordance with the laws of Scotland and both IQA Group and the Supplier submits to the exclusive jurisdiction of the Scottish Courts.

3. PURCHASE ORDER FORMS

Only official Purchase Order documents containing or referencing these Purchase Order Conditions are binding on us. Any variation to the content or to the Conditions are only binding upon us if agreed by us in writing. Oral, telephonic or telegraphic orders are not binding on us unless confirmed by us in writing or by issue of a new Purchase Order.

The acceptance of the Purchase Order by the Supplier implies the acknowledgement and acceptance of the Conditions contained herein. The acceptance of these Conditions by the Supplier must be confirmed in writing to IQA Group within 14 days of the date of the Purchase Order.

4. CANCELLATION

IQA Group reserve the right to cancel, partially or fully any Purchase Order at no cost through written notice to the Supplier if:

a) Delays are being incurred by the Supplier's default which will affect the delivery date and are in excess of the maximum period for the payment of liquidated damages and cause harm to IQA Group.

b) The Supplier has been declared bankrupt, declared its liquidation or carried out a general transfer of goods to the benefit of creditors provided that this has resulted in a non-fulfilment by the Supplier of its obligation.

c) The Supplier has not fulfilled the Conditions and has not rectified such non-fulfilment within a 14-day period of notification from IQA Group.

d) Unconditional acceptance of the Purchase Order is not received within 14 days of the Purchase Order date.

5. SUPPLIER'S TERMS AND CONDITIONS

Any terms and conditions, which the Supplier seeks to impose, will be inapplicable unless expressly accepted in writing by us and incorporated in the Purchase Order or any revisions or amendments thereto.

6. INSURANCE AND INDEMNITY

a) The Supplier shall insure with a reputable insurance company against his liability to his personnel under the Employer's Liability (Compulsory Insurance) Act 1969 and against any loss or damage to property and/or the death or injury of any person occasioned by the Supplier's negligence. We shall be entitled at any time to require the Supplier to produce to us and the Supplier warrants that he will at all times during the performance of the Contract keep such insurances in full force and effect. The Supplier shall indemnify us against any liability, costs, damages or expenses which we may incur in consequence of any defect in the Goods or by reason of any act or omission of the Supplier his employees, suppliers, subcontractors or agents in the performance of the Contract.

b) Save for death or personal injury, or fraudulent misrepresentation, IQA Group and the Supplier hereby agree that whether by way of indemnity, or breach of contract or tort, (including but not limited to negligence), (a) the Supplier shall have no entitlement for any claim, or claims which in the aggregate, exceed the Purchase Order price, and (b) neither party shall be liable to the other for loss of contracts, loss of use, loss of profits, loss of production, loss of revenue, or for any special, indirect, consequential, financial or economic loss.

7. INTELLECTUAL PROPERTY

The Supplier shall indemnify us against all actions, claims, costs and demands occasioned by the infringement, or alleged infringement of any letters, patent, registered design, unregistered design right, database right, copyright, or trade mark (and all such intellectual property rights anywhere in the world whether the same may be registered or unregistered) by the Supplier his servants or agents in the performance of the Contract.

8. INSPECTION

We shall be entitled either by ourselves or by our authorised representatives at any reasonable time to inspect the Goods or the work or any part thereof at any stage of manufacture or assembly or at any place of storage and to require the making good amendment or alteration of anything which is defective or does not comply with the terms of the Contract and to reject any Goods or work of which we may reasonably disapprove. The Supplier shall immediately make good, amend or alter as so required any Goods or work which shall be replaced and or re-executed by the Supplier at its own cost to our reasonable satisfaction. No such inspection shall operate in any way to relieve the Supplier of any liability under the Contract.

The acceptance of the Goods by IQA Group or by its authorised representative does not exempt the Supplier from the warranty provisions contained herein.

The Supplier shall not send any Goods from its premises until it has received the Shipping Authorisation from IQA Group in writing.

9. DELIVERY

The delivery date that is established in the Purchase Order shall be fixed and finalised, with the exception of delays accepted in writing by IQA Group. All the Purchase Orders will be subject to the provisions of Clause 11 Damages for Delay of these Conditions.

IQA Group reserves the right without prejudice to any other remedy under the Contract to terminate any Purchase Order in whole or in part should the Supplier not deliver within the time stated for delivery.

10. FORCE MAJEURE

Neither IQA Group nor the Supplier shall be liable for the non-fulfilment of its contractual obligations as a result of Force Majeure which includes War, Riots, Fire, Flood, Earthquake, Strike Action and Pandemic.

11. DAMAGES FOR DELAY

If the Purchase Order stipulates that damages shall be payable for late delivery or for the delay in completion of the Goods such damages shall be payable as liquidated damages without proof that we have suffered any loss or damage and we shall be entitled to deduct or recover amounts due to us pursuant to this provision from any payments due to the Supplier under this Contract or under any other contract placed by us upon the Supplier and agreed to by IQA Group in writing.

12. PROPERTY AND RISK

The risk of loss or damage to the Goods whether in transit or otherwise shall not pass to us until they have been delivered by the Supplier to the place stated on the Purchase Order. The property in the Goods shall pass to us upon delivery.

The Supplier shall be responsible at his own risk and at his own cost for the delivery, offloading, hoisting and craneage of the Goods and placing the same in the workplace or position required.

Any Goods supplied in excess of the quantity or quantities stated on the Purchase Order shall be at the sole risk of the Supplier and we shall not be responsible for any loss or damage thereto or for payment of any such excess quantity or quantities. The Supplier upon receiving notice from us to that effect shall repair or replace free of charge Goods damaged or lost in transit and the delivery of the Goods shall not be deemed to have taken place until replacement or repaired Goods have been delivered to us.

We reserve the right to hold any such damaged Goods at the Supplier's risk or return them at the expense and risk of the Supplier.

13. PACKAGING OR PACKING

Any charges made by the Supplier for packing cases, containers, skids, cable, drums, pallets, cylinders and the like are to be included on the invoice for the Goods to which they relate and we shall be entitled either to retain as our property any such packaging materials, the cost of which has been debited to us, or to return the same to the Supplier who shall furnish us with a credit note in respect thereof, failing which, within 14 days, the amount shall be deducted from the invoice.

14. DELIVERY AND ADVICE NOTES

a) All Goods must be accompanied by fully detailed delivery notes and the Supplier must obtain signed acceptance by an authorised representative of IQA Group, and in addition each individual consignment shall be notified to us by the Supplier by means of fully detailed advice notes on the same day the Goods are despatched, one copy of which is to be sent to us at the place of delivery indicated on the Purchase Order, the other to the office specified on the Purchase Order for invoicing purposes. Failure to follow this procedure will result in the Goods not having been deemed to have been delivered and we will not be liable for payment thereof.

b) The Goods required in the Purchase Order shall be packed for transportation safely, preventing movement during transportation. An appropriate and adequate protection shall be obtained of the contents, with material resistant to atmospheric agents and using materials that prevent corrosion wherever necessary and offer suitable protection against extreme temperatures and protection against theft and mistreatment.

15. INVOICING PROCEDURE

All invoices for Goods shall be rendered bearing the valid Purchase Order number after receipt of the Goods. All invoices shall be rendered net of any retention and discounts as specified in the Purchase Order. Invoices will be sent through email to purchasing@iqagroup.co.uk, or through post to IQA Group Main Office at: 2 Centura Court, Nasmyth Place, Hillington Park, Glasgow G52 4PR.

The invoices must be received no later than 5 working days after their invoice date. Invoices received later than this will be rejected, and the Supplier will be required to re-submit.

The invoices must have attached a copy of the related delivery notes approved as signed by IQA Group's representatives.

16. PAYMENTS

Payment will only be due as per the agreed terms in the New Supplier Request Form, and from the date of receipt of a valid and correct invoice to IQA Group.

17. DAMAGED AND DEFECTIVE GOODS

All Goods supplied and/or delivered are to be of merchantable quality and fit for the purpose intended or to be reasonably implied from the provisions of the Purchase Order and the Supplier warrants that he will exercise all reasonable skill and care and proper workmanship and materials in the provision of any Goods. All Goods shall be manufactured and supplied in accordance with the description contained in the Supplier's specification and manufactured in accordance with all applicable British Standards relating to them. Goods supplied and/or delivered, or work done, or services provided which are not in accordance with a specification sample description or which otherwise do not comply with all the requirements specified in the Purchase Order may be rejected in whole or in part at any time prior to being accepted by us or on our behalf. The Supplier hereby undertakes that after acceptance he will make good by repair or replacement any defect in the design materials or workmanship of the Goods or in the work and services that may appear or occur within 12 months after acceptance or 15 months after delivery of the Goods.

18. INSTRUCTIONS FOR PACKING, MARKINGS AND SHIPPING

I. - General considerations:

a) All Goods shall be packed, stacked and/or shipped in accordance with normal trade practices, in order to prevent damage during transportation, unless otherwise specified by the Purchase Order.

b) Under no circumstances shall Goods pertaining to different Purchase Orders be packed together.

c) The Supplier will be deemed liable for any harm caused to IQA Group, as a result of negligence by or the fault of the Supplier or its authorised representatives in the fulfilment of the instructions contained in Section II below, any costs deriving therefrom being for its own account.

d) All Goods must comply in any case with the legislation in force both of the country of manufacturing and the country of delivery, and reference applicable technical standards and regulations.

II. - Instructions for markings:

a) All the packaging shall be marked with any specifications that are mentioned in the Purchase Order or these Conditions.

b) Both the marking and the inscriptions shall be made with clear, legible, and indelible characters.

c) If the Supplier has its own marking system, it should be proposed and accepted by IQA Group prior to use.

III. - List of contents and transport documents:

a) The packing list shall be drawn up as one original and three copies. The list shall outline the content of each package through the number of the item indicated in the Purchase Order and shall describe the items, if possible, in the same terms used in the Purchase Order or in a manner that shall enable their easy identification.

19. ACCIDENTS AND COMPENSATION

a) Should, through the use of the Goods by IQA Group, inside or outside the point of delivery noted on the Purchase Order, cause damage to the Goods and/or to the environment, such environmental damage occurring suddenly and accidentally, and/or injuries to persons or property (including, among others, to persons, goods and environmental damage - such environmental damage occurring suddenly and accidentally - of the Purchaser) due to the fault of or negligence by the Supplier or any of its employees or agents, in relation to the fulfilment of the Purchase Order, such Supplier shall be liable for the aforementioned damage or injuries, assuming responsibility for any compensation required for such reason, undertaking to hold IQA Group harmless and compensate it with regard to any obligation or liability deriving from such damage or injuries.

b) The Supplier shall also compensate and hold IQA Group harmless from any loss, liability or fines from the non-fulfilment of any international, state, provincial or local provision incurred by the Supplier, its employees or agents during the execution of the work relating to the Purchase Order.

c) The Supplier shall be liable and shall hold IQA Group harmless from any claim due to death or injury of the employees of the Supplier.

d) The Supplier shall be liable and shall hold IQA Group harmless from any claim resulting from the application of the social benefit or similar laws in effect in the country where the works mentioned by the Purchase Order are executed.

e) The Supplier will ensure that their insurance cover meets the liabilities mentioned in this section by maintaining adequate insurance, based on a signed statement from the Supplier's Insurance Broker confirming the validity of their various insurances, (hereafter "Insurance Broker's Statement"). The Insurance Broker's Statement should be delivered to IQA Group before starting any works relating to this Purchase Order, and the fact that the Supplier does not provide this evidence does not constitute waiving the requirement for such Insurance Broker's Statement.

f) The provisions of this section "Accidents and Compensation" shall be subject to Clause 6.

20. RETURN POLICY

IQA Group reserve the right to return goods after delivery, at no cost, no later than 30 days from delivery date.

21. GENERAL DATA PROTECTION REGULATIONS 2018

The Supplier must comply with the General Data Protection Regulations 2018 and all future amendments thereto and, upon request, provide evidence that the requirements of these regulations are being upheld.

22. BRIBERY AND CORRUPTION

The Supplier expressly declares that they will comply with all requirements of the Bribery Act 2010 and all future amendments thereto.

The delivery or execution, in accordance with this Purchase Order, of any kind of gifts, presents, promises or offers by the Supplier to any person or entity, authorities of officers of domestic or international organisations is expressly prohibited, in order that they act or abstain from acting in the exercise of their public or private duties.

Should the Supplier contravene this Clause, then such contravention will constitute a cause for cancelling this agreement as provided in Clause 4 with IQA Group reserving the right to take appropriate legal actions.

23. ENVIRONMENT LEGISLATION

The Supplier must comply with all applicable environmental legislation and with all requirements pertaining to its requirements.

24. MODERN SLAVERY ACT

The Supplier must comply with all the requirements of the Modern Slavery Act 2015 and all future amendments thereto. It is a requirement of these Conditions that all suppliers in the supply chain relating to this Purchase Order are compliant with this legislation.

The IQA Way

Quality - Customer Satisfaction - Integrity - Continuous Improvement - People

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