

**RME Services Ltd****General Conditions for Suppliers of Products and Materials****1.0 Definitions**

- 1.1 **RME** shall mean RME Services Ltd, the purchaser of products and/or materials to be provided by the Supplier.
- 1.2 **The Supplier** shall mean the firm or company that supplies the products and/or materials to RME Services Ltd as detailed in the purchase order or other purchasing data.
- 1.3 **The Supplier's Price** shall be a fixed sum exclusive of VAT for the product(s) and/or materials identified in the purchase order or other purchasing data. The price may only be varied on receipt of written instructions and agreement from RME.
- 1.4 **The Products and/or Materials** shall mean goods to be supplied to RME Services Ltd to the specification as detailed in the purchase order or other purchasing data.
- 1.5 **The Purchase Order** shall mean the official purchase order or other purchasing data from RME Services Ltd together with any referenced documents including drawings, schedules and specifications.
- 1.6 **Variation** shall mean any addition, omission, substitution or modification of the products and/or materials, which have not arisen from any negligence, omission or default of the Supplier.
- 1.5 **The Delivery Address(es)** shall be the address or addresses for delivery of the goods as specified in the purchase order or other purchasing data.
- 1.8 **The Delivery Date** (if any) shall be as specified in the purchase order or other purchasing data.
- 1.9 **Regulatory and Statutory Requirements** shall mean any requirements imposed by applicable standards, codes of practice, best practice guidance, regulations and legislation.
- 1.10 **The Warranty Period** for the goods shall be as stated in the purchase order or other purchasing data. If none is stated, the warranty period shall be twelve months from the date of delivery.
- 1.11 **Normal Working Hours** shall mean 08:00 am to 05:30 pm Monday to Friday, excluding public holidays.

**2.0 Procurement**

- 2.1 The procurement requirements of RME from the Supplier are contained within these general conditions, the purchase order and/or other purchasing data and any referenced documents, including drawings, schedules and specifications.
- 2.2 If there is any inconsistency between these general conditions and the purchase order, including any referenced documents, the requirements of the purchase order shall prevail.
- 2.3 The scope of supply covered by the purchase order and any referenced documents shall not be amended, supplemented or varied in any way without the prior written agreement of RME.

**3.0 General Requirements for Supply**

- 3.1 The Supplier shall provide all goods in accordance with specified requirements contained within the purchase order or other purchasing data and referenced documents. Goods shall be delivered to the delivery address(es) on the required or agreed delivery date or, if none is specified, within a reasonable period, not exceeding 28 days, after receipt of the purchase order. If the Supplier fails to deliver the goods by the delivery date or within a reasonable period thereafter, RME will have the right to cancel the purchase order in whole or in part and refuse to accept any subsequent delivery.
- 3.2 All goods supplied shall be new, unless agreed otherwise, free from defects in design, material and workmanship and comply with the following:
- (a) Be of best quality, suitable for the intended purpose and produced using current technology
  - (b) Conform to the scope of requirements, description, specification, applicable regulatory and statutory requirements, codes of practice and British Standard Specifications. Goods shall bear CE marking when applicable and all electrical equipment shall comply with the requirements of The Electrical Equipment (Safety) Regulations 1994.

- 3.3 The Supplier shall deliver all goods, carriage paid, during normal working hours to the delivery address(es) as shown on the purchase order. The Supplier shall off-load the goods at its own risk, as directed by RME or its representative. The goods shall remain under the risk of the Supplier until delivery, including off-loading, to RME is complete and the delivery note has been signed by a representative of RME at which point ownership and risk will pass to RME.
- 3.4 The Supplier shall ensure that each delivery of goods is accompanied by a delivery note that indicates the number and date of purchase order to which it relates, the number of packages and contents and, in the case of part delivery, the outstanding balance to be delivered.
- 3.5 If RME, due to unforeseen circumstances, requests the Supplier to postpone delivery either in part or whole, the Supplier shall store the goods, securely and properly packed, at no charge to RME until delivery can be undertaken.
- 3.6 Goods shall be packed and marked satisfactorily in accordance with good commercial practice and shall reach their destination in good condition. The Supplier shall be liable for damage caused by inadequate packaging and/or transportation. RME is entitled to return packaging material to the Supplier. The return of packaging material shall be at the Supplier's cost.
- 3.7 If RME has agreed to accept the delivery in instalments, when indicated in the purchase order, the overall supply will be considered to be a single contract and failure of the Supplier to deliver any instalment will entitle RME, at its option, to treat the whole order as being un-fulfilled and the Supplier as being in default.
- 3.8 If the Supplier delivers to RME goods in excess of the quantities ordered, RME will not be responsible for payment for the excess. Any excess will remain the Supplier's risk and will be returnable to the Supplier at the Supplier's expense.
- 3.9 RME will not be deemed to have accepted any goods until it has had a reasonable time after delivery, normally at least two weeks, to inspect them. RME will also have the right to reject any goods for a reasonable time, normally up to at least two weeks after any latent defect in the goods has become apparent. The Supplier shall replace or make good at its own cost as soon as possible any defective goods received by RME. Goods repaired or replaced during the warranty period shall be subject to a further warranty period of twelve months from the date of repair or replacement.
- 3.10 RME will provide the Supplier with any information reasonably required by him. If in connection with the supply of goods, RME permits any employees or representatives of the Supplier to have access to its Client's premises, the Supplier shall ensure that, whilst on the Client's premises, its employees and representatives comply with applicable health and safety and environmental legislation and Client's security requirements and site rules.
- 3.11 Should RME require a variation to the goods, it will request this in writing to the Supplier. The Supplier shall then provide RME with details of the cost increase or reduction, as appropriate, to accommodate the variation. The Supplier shall not implement any changes to the goods without RME's prior written approval.
- 3.12 The Supplier shall indemnify RME against all claims and consequential losses incurred in connection with defective goods.

#### **4.0 Payment**

- 4.1 RME will pay the price to the Supplier as indicated on the purchase order, which shall be inclusive of all materials, costs, charges and expenses and which may not be altered unless agreed in writing by RME. The Supplier shall submit his invoice to RME at the address shown on the purchase order subsequent to delivery of the goods ordered showing price and VAT separately. The invoice shall clearly show the RME order number and quantity and detailed description of the goods delivered.
- 4.2 Payment shall be made at the end of the month following the month in which the Sub-Contractor's invoice is received by RME, unless otherwise agreed. RME may withhold money due to the Supplier if goods, or part thereof, are defective.
- 4.3 If any amount of the invoice is reasonably and properly disputed, RME reserves the right to pay only the undisputed amount prior to resolution.
- 4.4 RME will reimburse the Supplier at cost for any reasonable travel and expenses incurred by persons engaged by the Supplier in providing any services to RME provided that RME's written approval is obtained before incurring such expenses and that all invoices for such expenses are accompanied by valid receipts.

#### **5.0 Intellectual Property**

- 5.1 In respect of the goods provided to RME, the Supplier warrants that it has full title to all such goods and that, at the date of delivery of such goods, it will have full rights to sell and transfer them to RME
- 5.2 The Supplier shall indemnify RME against all claims, proceedings, costs and damages which may be incurred by RME on account of the infringement or alleged infringement of any patent or other intellectual property rights by the Supplier

## **6.0 Quality, Environment and Health and Safety**

- 6.1 Goods shall comprise durable and quality items that are fit for purpose. All materials and equipment, methods of installation and quality of workmanship are subject to approval and acceptance by RME. No substitutions of materials and equipment against those specified or agreed may be made without written approval from RME.
- 6.2 The Supplier shall comply with all current environmental and health and safety legislation. Specific items of environmental legislation will be those covering emissions to air, noise, water and waste. Any product supplied must be durable in nature and where relevant shall have high energy efficiency or low water consumption.
- 6.3 The Supplier shall endeavour to use locally sourced products/components and those of an environmentally friendly nature. Timber and timber products shall have been derived from renewable sources. Hazardous substances should be avoided as far as possible. The Supplier is expected to provide products and the like that use natural resources such as water, energy and raw materials in an economical manner and minimise the production of waste.

## **7.0 Confidentiality**

- 7.1 The Supplier shall keep confidential and not disclose to any third party nor use for any purpose, other than that of fulfilling its obligations under the purchase order, RME's confidential information.