

**The Riverside Group Limited**  
**GENERAL CONDITIONS OF PURCHASE**

1. In these terms and conditions 'the Buyer' shall be The Riverside Group Limited and 'the Supplier' shall be the person, company or other entity providing goods work or services to the Buyer under a purchase order.
2. No responsibility will be accepted for any order unless issued on an official Riverside Group Purchase Order Form and duly signed by an authorised signatory or received via the One Marketplace System.
3. Unless otherwise agreed in writing, no charges will be accepted for packing, boxing or crating and all goods are to be supplied carriage paid to the Buyer named. The goods will be delivered at the Supplier's risk.
4. The prices stated in this order are firm (if stated).
5. The property in the goods or works in progress shall pass to the Buyer either when the goods have been delivered to the Buyer or where payment is made or the first instalment of payment has been made whichever is the soonest.
6. The Buyer reserves the right to cancel this order or any part thereof if delivery is not made within the time specified on the order, except where failure to deliver arises from any cause beyond the Supplier's reasonable control. The Supplier is to inform the Buyer immediately if such delay is likely to occur. In the event of cancellation of the order/termination of the contract, the Buyer may purchase elsewhere goods as similar in quality to those of the Supplier as possible, debiting the Supplier with the extra cost, if any.
7. Goods delivered in excess of the quantities ordered will not be accepted, without written agreement and all charges in respect of same will be the Supplier's responsibility.
8. All materials goods and works shall be in every respect equal to the description and specification stated in the order and to previous approved supplies (if any) and/or samples submitted (if any) and shall be subject to inspection and approval within a reasonable time after delivery. Rejected goods shall be held at the Supplier's risk and returnable at the Supplier's expense and shall not count as having been delivered unless the Buyer elects to make the materials and goods fit for its purpose, in which case the Supplier shall be debited with the cost thereof. The goods shall also be capable of any standard of performance specified in the order and, if the purpose for which they are required is indicated in the order either expressly or by implication, the goods shall be fit for that purpose. The goods shall conform in all respect to any standards specified herein and where no standard is specified with the relevant British Standard and to any legislation current at the date of delivery.

9. The Supplier fully guarantees the goods for a minimum period of twelve months from date of delivery (or longer if covered by a manufacturer's warranty or guarantee) against any defect which may arise in the goods from faulty design, material or workmanship. Any defective parts shall be replaced or repaired by the Supplier without cost to the Buyer and delivery shall take place in accordance with the terms of this order.
  
10. The Supplier fully indemnifies the Buyer:
  - 10.1 against all actions, costs, claims, demands, charges and expenses arising from any actual or alleged infringement of letters of patent, design or copyright protected in the United Kingdom relating to the goods/services to be supplied.
  
  - 10.2 all claims, costs, expense, loss or damage whether direct or consequential which the buyer may suffer howsoever arising from the Supplier's breach of any of its obligations under this contract or at common law.
  
  - 10.3 any and all loss or damage or expense (including but not limited to legal costs) suffered by the Buyer in consequence of any negligence or breach of statutory duty or other duty on the part of the Supplier or any subcontractor or agent of the Supplier in any way arising out of or connected with the performance of the Supplier or subcontractor or agent thereof or any defect in or incorrect assembly of any goods or work supplied or executed under or for the purpose of performing the contract notwithstanding the same may have been inspected by the Buyer.
  
  - 10.4 All claims made against the Buyer by any servant or agent of the Supplier (or any subcontractor) or by a personal representative or dependant of such servant or agent in respect of death of or any damage loss or personal injury incurred or suffered by such servant or agent
  
11. Acceptance of the Order shall be a contract made in England and subject to the law of England.
  
12. Prices are subject to the addition of Value Added Tax where properly chargeable.
  
13. Payment will be made after 30 days from receipt of the invoice or from receipt of goods/services ordered whichever is the later provided that all invoices for goods/services supplied are sent to the invoicing address given overleaf. This official order number must be quoted on all relevant paperwork (including delivery notes and invoices). Failure to do so may result in non-payment.

14. The Supplier shall not assign or transfer the whole of this contract or subcontract the production or supply of any goods to be supplied under this contract without the written consent of the buyer.
15. It is agreed that only these conditions shall apply to this contract and any documents emanating from the Supplier which contain printed or standard conditions (excluding any specifications or warranties which may accompany these conditions) sent on any document, invoice or correspondence from the supplier are sent on the understanding that they have no legal effect and the supplier waives any right which the Supplier may otherwise obtain from such conditions. Subject always to when the parties have entered into an Overriding Agreement which for the purpose of this clause 15 is a separate written contract signed by both parties or where the supplier has accepted contract terms as part of a tender process those contract terms or any terms imposed or accepted as part of a competition pursuant to regulation 33(8)(c) of the Public Contract Regulations 2015 (PCR) or following the appointment of a contractor pursuant to a framework agreement (as defined in the PCR) any terms imposed or accepted under the framework arrangements then the terms of that Overriding Agreement shall take precedence over these general conditions and any document emanating from the supplier which does not form part of the Overriding Agreement or any agreed amendment thereto shall have no legal effect.
16. All drawings and written instructions specifications and other technical information supplied by the Buyer to the to the Supplier or produced to the Supplier in connection with or for the purpose of performing the contract shall be the property of the Buyer and shall if required by the Buyer be returned to it at the completion (or sooner termination) of the works or services.
17. The Buyer shall not be liable to pay or be responsible for any additions or variations to the order unless the Buyer confirms the same in writing and agrees to any consequential addition to or abatement from the purchase price and/or any consequential postponement of the delivery or completion date.
18. Workmanship and materials supplied are to be to competent standard and in accordance with minimum industry requirements. Where applicable the technical standards of the National House Building Council will apply and the Supplier will be deemed to have knowledge of these standards and warrants that workmanship and materials will be provide in accordance with this standard.
19. All supplies and services will be carried out in accordance with all relevant laws and regulations including but not limited to the Construction (Design and Management) Regulations 2015 and the Provision and Use of Work Equipment Regulations 1998 or any statutory modification or re-enactment thereof.

20. The site layout and the site development programme are subject to alteration by the Buyer at any time. The Buyer will not be responsible for goods or materials prepared or the execution of works or services carried out by the Supplier in advance of a specific instruction from the Buyer.
21. Notwithstanding that the whole or part of any provision of these terms and conditions may prove to be illegal or unenforceable the other provisions of these terms and conditions and the remainder of the provision in question shall remain in full force and effect.
22. None of the terms of this contract shall be enforceable by third parties under the Contracts (Right of Third parties) Act 1999.
23. The provision of any services (including part) supply of any goods (including part of an order), start of works (including part) or submission by the Supplier of an invoice will be deemed by the parties as acceptance of these General Conditions of Purchase.