

Suppliers of Goods & Services Terms and Conditions

1. CONDITIONS OF SALE

Unless otherwise agreed in writing the following terms and conditions shall apply to any order placed by Teer Coatings Limited (TCL) for the provision of goods/services. If the supplier does not agree with any of the terms then this should be expressed in writing prior to undertaking an order.

2. THE GOODS/SERVICES

2.1. The supplier shall supply the goods/services in accordance with the terms set out in the Purchase Order (PO) and associated requirements & specifications.

2.2. The goods/services shall:

- a) be to the reasonable satisfaction of TCL
- b) be fit and sufficient for all purposes for which such goods/services are generally used and for any specific purpose made known to the supplier by TCL
- c) be of the same quality and description as any sample provided
- d) be delivered to the address given in the PO unless otherwise instructed
- e) be delivered on the date specified in the PO unless otherwise instructed / agreed
- f) be supplied in accordance with all applicable laws and regulations

3. REJECTION & GUARANTEE

3.1. TCL may reject any of the goods/services which fail to meet the requirements of this contract

3.2. If TCL rejects any of the goods/services pursuant to this clause, it shall be entitled to:

- a) have the goods/services concerned either repaired or replaced by the supplier with goods/services which comply with this contract; or
- b) obtain a refund of any payment it has made to the supplier.

3.3. Subject to any alternative guarantee arrangements made between TCL and the supplier, the guarantee period applicable to the goods/services shall be 12 months from delivery.

3.4. Any goods/services rejected or returned to the supplier shall be returned at the supplier's expense.

3.5. If any sum is recoverable from or payable by the supplier under these terms, that sum may be deducted from any sum then due or which at a later date becomes due to the supplier under the contract or under any other agreement with TCL.

4. QUALITY MANAGEMENT

4.1. TCL prefers suppliers to have a management system accredited to latest ISO9001 and ISO14001 standards where possible and this could influence our choice of supplier. Where not feasible, we expect suppliers to work in a way that reflects the key elements of these Quality and Environmental standards in terms of risk management, continual improvement, preventative and corrective actions, and defined process controls. TCL may expect to see evidence of this, and compliance with these terms via suitable documentation or via a site visit / audit.

5. LABELLING & PACKAGING

5.1. The goods/services shall be appropriately packaged and clearly labelled. The labelling and packaging shall comply with any reasonable requirements of TCL of which the supplier is aware, and with any statutory requirements e.g. hazardous substances, CE / UKCA marking, Energy/Environmental/Disposal information.

6. HEALTH & SAFETY

6.1. The supplier warrants and represents that:

- a) it has satisfied itself that all necessary examinations have been made prior to

delivery of the goods/services, to ensure they are designed and constructed so that they can be used without risk to health and safety; and

b) that it has made available to TCL adequate information about any conditions necessary to ensure the goods/services can be used safely and without risk to health.

6.2. The supplier shall indemnify TCL against all actions, demands, charges, expenses and costs (including legal costs on a solicitor and client basis) they may incur as a result of or in connection with any breach of the above condition.

6.3. The supplier shall notify TCL of any health and safety hazards that may arise in connection with the performance of this contract.

7. CONFIDENTIALITY

7.1. The supplier undertakes to comply and to procure that its employees and sub-contractors comply with expectations that sensitive information supplied by TCL is not re-distributed to other parties unless permitted by TCL in writing.

8. ENVIRONMENTAL MATTERS

8.1. The supplier confirms that:

a) the process used in the manufacture and supply of the goods/services relied on minimal use of ozone depleting substances, toxic chemicals and other pollutants including lead, methyl chloroform and formaldehyde;

b) that minimal dependence has been made on non-renewable natural resources such as non-sustainably produced hardwoods;

c) in the manufacture of the goods/services and in the choice of any packaging for the goods/services, it has given preference to goods/services that have maximum recyclability or, where cost effective recycling is impracticable, maximum biodegradability.

9. ETHICAL SUPPLY CHAIN

9.1. The supplier agrees to ensure:

a) All materials are ethically sourced and in accordance with Conflict Free Metals / Materials polices

b) All business activities are conducted under latest international human rights laws and in accordance with suitable anti-slavery and human trafficking policies

c) All business activities are conducted in a legitimate way in accordance with suitable anti-corruption policies

10. INDEMNITY & INSURANCE

10.1. Without prejudice to any rights or remedies of TCL, the supplier shall indemnify TCL against all actions, demands, losses, expenses and costs (including legal costs on a solicitor and client basis) which TCL may suffer or incur as a result of or in connection with any damage to property or any injury (whether fatal or otherwise) to any person which may result directly or indirectly from any defect in the goods/services, or any negligence or breach of this contract by the supplier.

10.2. The supplier warrants that it has in place with a reputable insurance company a policy or policies of insurance covering all the indemnities under this contract.

11. SUB-CONTRACTING

11.1. Sub-contracting of this contract shall in no way relieve the supplier of its obligations under the contract and TCL should be notified of these circumstances.

11.2. The supplier is expected to convey the same expectations outlined in these terms to any sub-contracted parties.