



1. DEFINITIONS

In the Conditions "CSG" means Cleansing Service Group Limited and/or its subsidiaries;
"Completion Date" means the date or dates shown as such on the Order form overleaf;
"The Contractor" means the supplier to whom the order overleaf is addressed;
"The Contract" means the contract formed by the acceptance of the order set out overleaf;
"The Goods" means the goods (if any) to be supplied under the Contract;
"The Services" means the services (if any) to be provided and any work to be carried out under the Contract.

2. SUBCONTRACTING

The Contractor shall not without the prior written consent of CSG assign or subcontract the whole or any part of the Contract.

3. ATTENDANCE AND DELIVERY

Unless otherwise specified by CSG in writing the Services must be provided and the Goods must be delivered (allowing sufficient time for unloading) during normal CSG hours of attendance and the Contractor shall be responsible for delivering and unloading the Goods at the address for delivery shown overleaf.

4. COMPLETION AND TIMESCALES

4.1 The Goods must be delivered and the Services must be provided by the Completion Date and any other timescales specified in the Contract.

4.2 Delivery or provision in instalments shall be permitted only with the written consent of CSG and such permission if given shall not entitle the Contractor to claim payment prior to completion of the Contract unless otherwise expressly agreed in writing.

5. QUALITY OF GOODS AND SERVICES

5.1 The Goods and Services must conform in all respects with the Contract and to recognised British, International or equivalent standards and codes (where applicable) and be to the reasonable satisfaction of CSG. The Goods must be of sound materials and good manufacture. If any part of the Goods or Services is not in accordance with this Condition 5, CSG may by notice to the Contractor reject all or part of the Goods and Services. CSG, or its duly authorised representative, shall have reasonable access to the Contractor's works and full co-operation to assess standards during manufacture.

5.2 In performing the Contract, the Contractor, as a person supplying goods or services in the course of his business, shall exercise proper skill and judgement so as to ensure that the Goods and Services shall be fit for the purposes of CSG, and it is agreed that CSG is relying upon this provision. The Contractor shall satisfy himself that he understands CSG's requirements so as to be in a position to comply with CSG's obligations and also to prevent delay on account of any modifications which may be necessary to meet CSG's needs. The costs of any modification shall be deemed to have been specified unless expressly excluded.

6. GUARANTEE

The Contractor shall promptly and at its own expense make good (by means of a full refund of the purchasing price, or repair or replacement at the option of CSG) all defects in the Goods or the Services appearing within 12 months (or such other period as may be agreed in writing) from delivery (in the case of Goods) or completion (in the case of Services) which arise from faulty design, materials or workmanship or the negligence of the Contractor. Carriage charges for the return of faulty items will be invoiced to the Contractor.

7. DAMAGE OR LOSS IN TRANSIT

The Contractor undertakes at its own expense to repair or replace (at the option of CSG) the Goods lost or damaged in transit, and delivery will not be deemed to have taken place until replacement or repaired items have been delivered to the satisfaction of CSG.

8. OWNERSHIP AND RISK

Without prejudice to CSG's other rights under the Contract:

- ownership in the Goods shall pass to CSG on delivery, except that if for any reason CSG pays part of the price of the Goods before delivery, ownership shall pass on such payment;
- risk in the Goods shall pass to the CSG on delivery save where the Contract includes installation, in which case risk shall not pass to CSG until completion of the installation work.

9. PRICE

Prices stated in the Contract for Goods and for Services are to remain firm until completion of the Contract save for any change in the applicable rate of V.A.T. and include

- all royalties, licence fees or similar expenses arising from the use of any intellectual property for the purpose of performing the Contract;
- supply and, where applicable, delivery, off-loading and installation.

10. INVOICES AND PAYMENT

10.1 The Contractor shall, following supply of all or (where agreed by CSG in writing) each instalment of the Goods or Services, submit a correct invoice for the price of the Goods and Services supplied in accordance with the Contract which shall contain the particulars required by statute in respect of VAT, the order number shown overleaf and any other particulars prescribed in the Contract and shall be sent to Cleansing Service Group Ltd, Fusion 3, 1200 Parkway, Solent Business Park, Whiteley, Fareham, Hampshire, PO15 7AD.

10.2 CSG reserves the right to refuse payment of any invoice which is not correctly submitted within three months of the work having been completed or the goods or services having been supplied in accordance with the Contract.

11. CONFIDENTIALITY

11.1 The Contractor shall keep confidential all information belonging to, or held by CSG which may come into the Contractor's possession during the period of the

Contract ("the Confidential Information") and shall not without the prior written consent of CSG divulge the existence of the Contract or disclose any of the Confidential Information to a third party or use the Confidential Information for any purpose, other than is necessary for performance of its obligations under the Contract.

11.2 The above provision of this condition shall not apply to information which is in the public domain otherwise than through a breach of this condition; or information known to the Contractor prior to becoming the Confidential Information and not the subject of any other obligation of confidentiality; or information obtained from a third party who is free to disclose the same.

11.3 The Contractor shall ensure that any subcontractor used in relation to the Contract is bound by a confidentiality provision in similar terms to this condition in relation to information belonging to, or held by, CSG.

12. INTELLECTUAL PROPERTY

The Contractor warrants that neither the Services nor any of the Goods infringe any intellectual property rights (including without limitation, patents, copyright, registered designs and design rights) and undertakes to indemnify CSG against any claims in respect of any such infringement or alleged infringement.

13. INDEMNITY

The Contractor shall indemnify CSG against all claims, liability, demands, proceedings, costs and expenses arising:

- in respect of loss of or damage to property belonging to, or death or personal injury of any person arising as a result of any act or omission of the Contractor, its employees, agents or subcontractors (or their employees or agents) in the performance or purported performance of the Contract, except to the extent such loss, damage, death or personal injury is caused by the negligence of CSG or
- Under Part 1 of the Consumer Protection Act 1987 in relation to the Goods.

14. INSURANCE

The Contractor shall have in force and shall maintain a policy of insurance in respect of its liabilities under Condition 13, with a limit of indemnity not less than £5,000,000 (five million pounds) for any one claim arising out of any one incident or event and without limit as to the number of claims during the period of insurance or otherwise as agreed in writing.

15. TERMINATION

Without prejudice to any other remedies that it may have, CSG shall have the right to terminate the Contract forthwith, and to claim the excess cost of obtaining replacements for the Goods and Services if:

- the Contractor commits a breach of the Contract and fails to remedy the breach within a reasonable time or written notice to do so; or
- the Contractor becomes insolvent, or ceases to trade, or compounds with its creditors, or commits an act of bankruptcy, or a bankruptcy petition or bankruptcy order is presented or made in relation to the Contractor, or the Contractor has a receiver or administrative receiver appointed, or a petition for an administration order is presented or such an order is made in relation to the Contractor, or a resolution or petition to wind up the Contractor is passed or presented (otherwise than for reconstruction or amalgamation).

16. COMPLIANCE WITH LEGISLATION AND INSTRUCTIONS

The Contractor shall comply with all applicable legislation including and without prejudice to the generality thereof the provisions of the Health and Safety at Work etc Act 1974 and any modifications thereof plus any applicable regulation or By-Law of any Local or other Authority as well as any CSG site regulations that may be notified to the Contractor.

17. GENERAL

17.1 The terms of the Contract are in addition to and shall not be deemed to prejudice or affect any terms or rights implied by or available under statute or common law. Otherwise the form overleaf and these conditions set out the entire Contract between CSG and the Contractor.

17.2 When made the Contract shall bind the Contractor to these conditions and no goods or services shall be supplied by the Contractor except in accordance herewith. Any conditions incorporated in any acceptance form, delivery form, letter, or the like, from the Contractor shall (whether or not they conflict with these conditions) be wholly void and inapplicable and any such conditions cannot be accepted by CSG's staff without express written sanction. It is the Contractor's responsibility to ensure that such sanction has been given.

17.3 The headings in these conditions are for ease of reference only and shall not affect their interpretation.

18. ORDERS AGAINST CALL OFF CONTRACTS

If the form overleaf is used to place orders against a call off contract with CSG the provisions of that contract shall apply, and shall prevail over these conditions to the extent that they are inconsistent with them.

19. LAW

The Contract shall be governed by English Law.

20. HEALTH AND SAFETY

The Contractor shall:-

- take all reasonable precautions necessary to protect its personnel, the employees of CSG, other contractors, agents, customers, members of the public.
- comply with and secure compliance by its employees, subcontractors, agents and licencees with all CSG site regulations, legislation relating to health and safety and the environment, including but not limited to the Health and Safety at Work, etc. Act 1974 and the Environmental Protection Act 1991, any amendments thereto and all regulations and orders made there under.
- when supplying the Goods ensure that it submits data sheets in accordance with COSHH regulations and there is available adequate information to ensure that when properly used the Goods will be safe and without risk to health.