

Standard Terms and Conditions for the Supply of Goods and Services

1. Application of terms

- a. These terms apply to all suppliers of goods and or services to, or on behalf of Calder Stewart.
- b. Calder Stewart reserves the right to reject any goods or service supplied to it for which a valid purchase order has not been issued.
- c. No purchase order is valid unless it has a purchase order number.

2. Price and Payment

- a. The price is as set out in the purchase order unless agreed otherwise in writing.
- b. The price includes all taxes, duties and fees.
- c. Unless otherwise agreed and subject to the performance by the supplier of its obligations under these terms and conditions, payment will be made by the end of the twentieth of the month following the month of invoice.
- d. Invoices issued by the Supplier must quote the Purchase Order number.
- e. Calder Stewart may withhold payment of an invoice it has reasonably disputed until the dispute is resolved.

3. Delivery and Packaging

- a. The supplier must deliver the goods to the delivery address specified in the Purchase Order.
- b. Delivery must be made in accordance with the quantity, date and time information stipulated in the purchase order unless otherwise agreed in writing.
- c. All cost incurred in delivering the goods (including packaging cost) will be met by the supplier unless otherwise agreed in writing.
- d. The supplier must ensure the goods are deposited securely at the delivery address and in a manner that provides reasonable protection from damage.

4. Defective Goods & Services

The following goods and services are deemed to be defective:

- a. Goods & Services having any defect.
- b. Goods & Services for which Calder Stewart did not provide a purchase order.
- c. Goods & Services supplied in a different quantity or not delivered as required under these standard terms and conditions.
- d. Calder Stewart may reject any defective goods & services in whole or in part and notify the supplier of the reason for rejection.
- e. The defective goods shall be returned at the suppliers cost.

5. Title and Risk

- a. Title to any goods supplied passes to Calder Stewart on completion of delivery.
- b. Where any part of the price is paid before delivery then title passes on payment.
- c. Risks relating to the goods remain with the supplier until completion of the delivery and acceptance of the goods.

6. Warranties

The supplier warrants that:

- a. Goods are supplied free of defects and are fit for the expected use and purpose.
- b. Services will be performed to the best industry standards by appropriately skilled and trained persons.
- c. Goods are free from any encumbrance at the time title passes to Calder Stewart.

7. Health and Safety

- a. It is the responsibility of the supplier to provide any safety information or operating instructions that may reduce the risk of loss or harm to any person handling, storing, transporting or operating the goods.

8. Advertising

- a. No advertising relating to Calder Stewart purchasing goods or services is to be published in any newspaper, magazine, journal or other media without the prior written approval of Calder Stewart.