

**GROVE MECHANICAL SERVICES LIMITED  
STANDARD TERMS & CONDITIONS  
MATERIALS & GOODS**



**1 Grove Lane, Brough Road, Castledawson, BT45 8EN**

**Definitions**

1. The term 'Grove' shall mean Grove Mechanical Services Limited as referred to in the Contract Purchase Order.
2. The term 'Supplier' shall mean the person, firm or company to whom the Purchase Order is issued.
3. The word 'Goods' includes all goods and materials covered by the Purchase Order.
4. The term 'Purchase Order' shall mean Grove's Contract Purchase Order.
5. The term "Price" shall mean the price or rates specified in the Purchase Order.
6. The 'Contract' shall mean the contract between Grove and the Supplier consisting of the Purchase Order, these conditions and any other documents (or parts thereof) specified in the Purchase Order. Should there be any inconsistency between the documents comprising the Contract, they shall have precedence as listed in the Purchase Order.
7. "Statutory Requirements" shall mean each and every obligation imposed by law relevant to the Contract including without prejudice to the generality of the foregoing all statutes, statutory instruments, regulations and by-laws and any requirements of any statutory bodies or local authorities.
8. "Grove Policies" shall mean all relevant policies and site rules of Grove, or that Grove is bound to observe and/or comply with in relation to the Purchase Order including without prejudice to the generality of the foregoing, health, safety, environmental and sustainability rules and energy conservation obligations.
9. "Grove Mechanical Services Limited Agreement" means the agreement so named between the Supplier and Grove for the sale and purchase of the Goods and Materials signed by the duly authorised representatives of the Supplier and Grove.

**Quality and fitness for purpose**

10. The Goods shall be of satisfactory quality and free from defects in material or workmanship or design. If the purpose for which the Goods are required is made known to the Supplier expressly or by implication the Goods shall be fit for that purpose. Unless otherwise agreed the Goods shall conform with any specifications, drawings, descriptions and samples contained or referred to in the Contract and with all relevant British Standards and Statutory Requirements.

**Delivery date**

11. The date of delivery of the Goods shall be that specified in the Purchase Order unless agreed otherwise between Grove and the Supplier. In the absence of any date being specified the Goods shall be delivered as soon as practicable. Time shall be of the essence. The Supplier shall furnish such programmes of manufacture and delivery as Grove may reasonably require and the Supplier shall give notice to Grove as soon as practicable if progress in accordance with such programmes is or is likely to be delayed. Grove has the right to instruct the Supplier to take such action as is required to bring the Contract to completion at no extra cost to Grove (save where Grove has caused the delay) or to reject the Goods for late delivery.

**Incorrect delivery**

12. All Goods must be delivered at the delivery point and within the times specified in the Purchase Order. If Goods are incorrectly delivered the Supplier will be held responsible for any additional expense incurred in delivering them to their correct destination.
13. Grove will not be responsible for any failure to give notice to carriers of non-delivery, loss, damage, delay, detention or transit.

**Passing of property and risk to Grove**

14. The Goods shall become the property of Grove on delivery or payment or part payment (whichever occurs first).
15. Where Grove pays part of the Price before taking delivery of the Goods or any part thereof then such payments shall be regarded as part payments and not deposits of the Price.
16. All risk in the Goods including all risk of loss or damage shall remain with the Supplier until the Goods reach the correct place of delivery and are placed in the possession of Grove.
17. Grove accepts no responsibility for Goods delivered in excess of the Purchase Order requirement.
18. All Goods rejected or returned shall be at the risk of the Supplier from 5 days from the date Grove gives notice of rejection or return of the Goods and, in any event, during transit back to the Supplier.
19. Unless otherwise agreed, the Supplier shall be responsible for collecting the Goods and all costs incurred in transporting them.

**Purchase price and terms of payment**

20. Unless otherwise stated in the Purchase Order, all rates and prices are firm and fixed and the Price shall be inclusive of all services and materials necessary for the performance of the Contract by the Supplier, and all taxes and duties, but excluding value added tax.
21. The Supplier shall procure that invoices shall include the following particulars as a condition precedent to Grove's obligation to pay the Price to the Supplier:
  - Grove's Purchase Order number;
  - Invoice date and number;
  - Supplier's name and address;
  - Description of the Goods invoiced;
  - The location and date of delivery of the Goods invoiced;
  - The Price of the Goods invoiced;
  - Value added tax payable by Grove (where applicable to the transaction) stated separately from the Price; and
  - The Supplier's VAT number and any other particulars required by law or regulation from time to time,and an invoice which includes each of the above particulars is hereinafter called a "valid invoice".
22. The Supplier shall deliver a valid invoice to Grove promptly after (but not before) the delivery of the Goods to Grove in accordance with the Contract.
23. Unless otherwise stated in the Purchase Order, and subject to the delivery of a valid invoice by the Supplier to Grove in accordance with Clause 21, Grove shall pay the Price for the relevant Goods together with value added tax (where applicable to the transaction) to the Supplier not later than 60 days after the end of the calendar month during which the valid invoice is received by Grove.
24. If Grove shall fail to make payment in accordance with Clause 23, the Supplier shall be entitled to simple interest at the rate of 2% per annum above the base lending rate from time to time of the Bank of England calculated on the unpaid sum from the due date for payment until payment is made.

**Acceptance**

25. In the case of Goods delivered by the Supplier not conforming with the Contract whether by reason of being of quality or in a quantity measurement not stipulated or being unfit for the purpose for which they are required Grove shall have the right to reject such Goods within a reasonable time of Grove discovering the non-conformity and to purchase elsewhere goods as near as practicable to the same Contract specifications and conditions as circumstances shall permit but without prejudice to any other right which Grove may have against the Supplier. The making of payment and use of the Goods shall not prejudice Grove's right of rejection and neither shall the signing of a delivery note notwithstanding anything to the contrary stated therein. Before exercising the said right to purchase elsewhere Grove shall give the Supplier a reasonable opportunity to replace rejected Goods with Goods which conform to the Contract save where Grove in its absolute discretion determines that the Supplier may not be capable of supplying the Goods in accordance with the Contract and/or within the time required by Grove.

**Variations**

26. The Supplier shall not alter any of the Goods, except as directed in writing by Grove, but Grove shall have the right, from time to time during the execution of the Contract, by notice in writing to direct the Supplier to add to or to omit, or otherwise vary, the Goods, and the Supplier shall carry out such variations and be bound by the same conditions, so far as applicable, as though the said variations were stated in the Contract.
27. Where the Supplier receives any such direction from Grove which would occasion an amendment to the Price or the delivery date the Supplier shall, with all possible speed, advise Grove in writing to that effect giving the amount of any such amendment, ascertained and determined at the same level of pricing as that contained in the Supplier's tender and the period of any delay. This revised price must be agreed in writing by Grove prior to commencement. If no revised price can be agreed the Supplier shall, subject to the following sub-clause, comply with the direction and a fair and reasonable addition or omission (as the case may be) shall be made to the Price.
28. If, in the opinion of the Supplier, any such direction is likely to prevent the Supplier from fulfilling any of its obligations under the Contract it shall so notify Grove and Grove shall decide whether or not the same shall be carried out and shall confirm its instructions and modify the said obligations to such an extent as may be justified. Until Grove so confirms its instructions they shall be deemed not to have been given.

**Cancellation or suspension**

29. If Grove is for any reason beyond its reasonable control unable to accept delivery of the Goods at the times stated in the Purchase Order, or at all, then Grove may by notice in writing to the Supplier cancel or suspend the delivery of any of the undelivered Goods.
30. If delivery is suspended for more than 8 weeks, then either party may by notice in writing terminate the Contract forthwith. Upon such termination the Supplier shall be entitled to be paid up to but no more than such portion of the Price as fairly represents the work and/or materials carried out and procured up to the time of the suspension.
31. Upon cancellation the Supplier shall be entitled to be paid up to but no more than such portion of the Price as fairly represents the work and/or materials carried out and procured up to the date of cancellation.

**Intellectual property rights**

32. The Supplier will indemnify Grove against any claim for infringement of any patent, design right, registered design, unregistered design, trade mark or copyright or for breach of confidence by the use or sale of any article or material supplied by the Supplier to Grove and against all costs and damages, including legal fees on an indemnity basis, which Grove may incur in any action for such infringement or for which Grove may become liable in any such action. Provided that this indemnity is conditional on Grove giving to the Supplier notice in writing of any claim being made or action threatened or brought against Grove and on Grove permitting the Supplier at the Supplier's own expense to conduct any litigation that may ensue and all negotiations for a settlement of the claim.

**Assignment and sub-letting**

33. The Contract shall not be assigned by the Supplier nor sub-let as a whole or in part without Grove's consent.
34. When Grove has consented to the placing of sub-contracts copies of each sub-order as and when requested shall be sent by the Supplier to Grove immediately.
35. Grove may freely assign or charge all or part of the benefit of the Contract.

**Progress and inspection**

36. Grove's representatives shall have the right to inspect all Goods at the Supplier's works and the works of sub-contractors at all reasonable times and to reject goods that do not comply with the terms of the Contract. The Supplier's sub-contracts shall include this provision. Any inspection, checking, approval or acceptance given on behalf of Grove shall not relieve the Supplier or its sub-contractors from any obligation under the Contract.

**Specifications, plans, process information etc**

37. Any specifications, plans, drawings, process information, patterns or designs supplied by Grove to the Supplier in connection with the Contract shall remain the property of Grove, and any information derived therefrom or otherwise communicated to the Supplier in connection with the Contract shall be kept secret and shall not, without the consent in writing of Grove, be published or disclosed to any third party, or made use of by the Supplier except for the purpose of implementing the Contract. Any specifications, plans, drawings, process information, patterns or designs supplied by Grove must be returned to Grove when required.
38. When the Purchase Order includes manufacture to Grove's designs the Supplier agrees to inform Grove of any invention or improvement in design or method of manufacture arising out of the performance of the Contract by or on behalf of the Supplier and any such invention or improvement and any patent or registered design rights in respect thereof and copyright in any drawings, documents or specifications relating thereto shall be the property of Grove. The Supplier will give Grove at Grove's expense all necessary assistance to enable Grove to obtain patent, registered design and similar rights throughout the world.
39. On or before delivery of the Goods (or on termination (for whatever cause) if earlier) the Supplier shall provide to Grove at no extra cost all necessary operating and maintenance manuals.
40. The Supplier accepts entire responsibility for the design of Goods (including any design work prepared before or after the date of the Purchase Order and whether carried out by or on behalf of Grove or Supplier) and for any error, mistake, inaccuracy, or discrepancy contained in the same, provided that the Supplier shall not be liable for any design provided by Grove if the Supplier objects to it prior to manufacturing the Goods.

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**Hazardous goods**

41. Hazardous Goods must be marked by the Supplier with International Danger Symbol(s) and display the name of the material in English. Transport and other documents must include a declaration of the hazard and name of the material in English. Goods must be accompanied by emergency information in English in the form of written instructions, labels or markings. The Supplier shall observe the requirements of UK and International Agreements relating to the packing, labelling and carriage of hazardous Goods.
42. All information held by, or reasonably available to, the Supplier regarding any potential hazards known or believed to exist in the transport, handling or use of the Goods supplied shall be promptly communicated to Grove.

**Termination**

43. Without prejudice to any other rights or remedies of Grove, Grove may by notice in writing terminate the Contract forthwith if the Supplier: (a) shall go into liquidation whether voluntary or otherwise (except for the purposes of and followed by an amalgamation or reconstruction) or shall become bankrupt or shall cease to trade or threaten to cease to trade or shall have a receiver or administrative receiver of the whole or any part of its assets appointed or shall enter into any composition or arrangement with or for the benefit of its creditors or shall be the subject of an administration order, or (b) shall be in breach of any terms of the Contract. The Supplier shall indemnify Grove for all losses suffered by it as a consequence of such termination.
44. Grove shall have the right to terminate the contract by not less than one months notice at any time without prejudice to Grove's rights and remedies in respect of any antecedent breaching of the Contract committed by the Supplier.

**Conditions of contract**

45. No terms and conditions submitted or referred to by the Supplier in any document shall form part of the Contract unless otherwise agreed to in writing by Grove.
46. Grove shall not be liable under the Contract unless: -  
a) Grove issues an official Purchase Order; and  
b) Either the Supplier confirms in writing acceptance of it or takes any steps to comply with the Contract without indicating it does not accept the Purchase Order and these Conditions.
47. Grove shall not be bound by any variation, waiver of or addition to the Contract except as agreed in writing and signed by a duly authorised representative.
48. If the performance of the Contract requires Grove to have any permit or licence from any government or other authority, the Contract shall be conditional upon such permit or licence being available at the required time.
49. Nothing in these Conditions shall prejudice any conditions or warranties (express or implied) or right or remedy to which Grove is entitled in relation to the Contract by virtue of statute or common law. The rights and remedies conferred on Grove by these Conditions are in addition to and in no way in substitution for any conditions, warranties or any other rights or remedies conferred on Grove or implied by the law.

**Statutory requirements and Grove policies**

50. The Supplier shall comply with the Statutory Requirements and Grove Policies in connection with the supply of the Goods including any amendments or modifications thereto made during the performance of the Contract.

**Indemnity and insurance**

51. The Supplier shall keep Grove indemnified against:  
(i) any liability or claim in respect of loss or damage to any moveable or immovable property of any nature or type whatever of Grove or any third party; and  
(ii) any liability or claim in respect of the death or personal injury to any person whether in contract or tort or otherwise arising under common law, statute or otherwise caused by an act or omission on the part of the Supplier or any of its employees, sub-contractors, assignees or agents and the Supplier shall also indemnify Grove in respect of any legal fees incurred by Grove in connection therewith.
52. The Supplier shall fully indemnify Grove against all loss, damages, costs or expense arising out of or connected with any breach of the Contract and the Supplier shall also indemnify Grove in respect of any legal fees incurred in connection therewith.
53. The Supplier shall take out and/or maintain such types and levels of cover of insurance as Grove may require including Public Liability and Product Liability insurance. If the Supplier fails to take out and/or maintain any such insurance policies Grove may do so and recover the premiums paid from the Supplier as a debt. If so required, the Supplier shall promptly and accurately complete any insurance questionnaire supplied by Grove and Grove shall be entitled to withhold payment of the Price or part thereof until the questionnaire has been fully and accurately completed and returned to Grove.

**Warranty**

54. Unless otherwise agreed, the Supplier warrants that the Goods shall remain fit for purpose and comply with clause 10 hereof for 12 months from the date of the delivery of the Goods or 12 months after the Goods are first used by Grove, whichever period shall expire last but provided that this warranty shall expire no later than 18 months after delivery and provided that the Supplier's liability shall be reduced or extinguished (as the case may be) to the extent that any defects or failure in the Goods results from damage suffered by the Goods after delivery, fair wear and tear, failure by Grove to maintain the Goods in accordance with any recommendations of the Supplier made known to Grove, or negligent use made of the Goods by Grove.

**Set off**

55. Any debt or claim on the part of Grove or any of its subsidiary, associated or holding companies with or against the Supplier, whether arising out of the Contract or otherwise howsoever, and whether liquidated or not, may be set off against any sums due to the Supplier hereunder.

**Local conditions**

56. Unless otherwise agreed in writing, the Supplier shall be deemed to have full knowledge of any local conditions that may be relevant to the proper performance of its obligations hereunder including without prejudice to the generality of the foregoing all relevant means of access.

**Dispute resolution**

57. In the event of any dispute arising between the parties in connection with the Contract, the parties will in good faith seek to resolve that dispute through mediation under the auspices of the ADR Group. The Mediator shall be agreed upon within 21 days of one party requesting mediation, failing which either party may apply to the President of the Law Society to appoint a Mediator. Unless otherwise agreed each party shall share equally the costs of the Mediator, the ADR Group and the President of the Law Society and each party shall bear their own legal and other fees and expenses incurred in relation to the mediation. If the dispute is not resolved within 28 days of the Mediator's appointment, then either party may commence Court proceedings, but provided that nothing in this clause shall prevent either party seeking an injunction or other interim relief at any time if it reasonably believes such action is necessary to prevent irreparable damage.
58. Subject to clause 57, the English courts shall have jurisdiction over any dispute between the Parties which arises out of or in connection with the Contract between the Supplier and Grove.

**Third party rights**

59. A natural or legal person who is not a party to the Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of the Contract. This clause does not alter any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

**Construction of contract**

60. The construction, validity and performance of the Contract shall be governed by the law of England and the parties submit to the exclusive jurisdiction of the English Courts.
61. References to any statute or statutory provision shall be construed as a reference to that statute or provision as from time to time amended, consolidated, extended, re-enacted or replaced.

**Notices**

62. Any notice to be given to a party under the Contract shall be given in writing in the English language and delivered by hand or sent by first class prepaid post or by facsimile to the other party.
63. Any notice to be given to Grove shall be addressed to the Company Secretary and sent to its registered office or such other address as Grove may have notified to the Supplier as its proper address for service.
64. Any notice to be given to the Supplier shall be sent to its registered office or the address of the Supplier stated on the last Purchase order or the last known address or facsimile number notified in writing to Grove by the Supplier as being its proper address or facsimile number for service.
65. Notices given in accordance with this Clause 65 shall be deemed to have been received:  
(i) 48 hours after posting (exclusive of the day of posting) if sent by first class prepaid post;  
(ii) on the day of delivery if delivered by hand; or  
(iii) at the time of transmission if sent by facsimile provided that a confirming copy is sent by first class prepaid post to the other party within 24 hours after transmission.

**Waiver**

66. No delay or omission by Grove in exercising any of its rights or remedies under the Contract or under any applicable law on any occasion shall be deemed a waiver of, or bar to, the exercise of such right or remedy or any other right or remedy upon any other occasion.

**Headings**

67. The headings herein are for ease of reference only and shall not affect the construction thereof.

**Severance**

68. In the event that any provision of the Contract shall be void or unenforceable by reason of any provision of applicable law, it shall be deleted and the remaining provisions hereof shall continue in full force and effect and, if necessary, be so amended as shall be necessary to give effect to the spirit of the Contract so far as possible.

**Confidentiality**

69. The Supplier shall treat as confidential and shall not disclose to any third party without the prior written consent of Grove the terms of the Contract and any information obtained from Grove or otherwise obtained in connection with the Contract ("Confidential Information").
70. The Supplier shall not use the Confidential Information for any purpose other than performance of its obligations under the Contract.
71. Clauses 69 and 70 shall not apply to the extent that it:  
(a) is or shall become part of the public domain otherwise than in consequence of any breach of the obligations in this clause or any other duty or obligation of confidence; or  
(b) is already in the Supplier's possession and not under any obligation or duty of confidence.
72. The obligations of confidence contained in this clause shall continue after expiry or earlier termination of the Contract.