

TERMS AND CONDITIONS

1. Basis of Supply

1.1 These Terms and Conditions (“Terms”) apply to all orders and contracts (“Agreement”) for the supply of goods and/or services (“Goods” and “Services”) by a supplier (“Supplier”) to Delton Contracts Services Ltd. (“the Purchaser”).

1.2 The Agreement comes into effect when the Supplier accepts a Purchase Order in writing, or commences performance consistent with fulfilling the Purchase Order. The Agreement constitutes the entire contract between the Parties, superseding all other terms unless expressly agreed in writing.

2. Supplier Obligations

2.1 The Supplier shall:

- a) supply the Goods and/or Services as specified in the Purchase Order and in accordance with these Terms;
- b) meet performance dates and quality standards stated in the Purchase Order;
- c) use suitably skilled personnel and sufficient resources to fulfil obligations;
- d) comply with all instructions, applicable laws, industry standards, and best practice in the Supplier’s trade;
- e) obtain and maintain all necessary licences, consents, and approvals required for performance;
- f) comply with all health, safety, environmental, and security requirements when on any Purchaser site.

3. Quality of Goods

3.1 Goods must:

- a) conform to the description and specifications in the Purchase Order;
- b) be of satisfactory quality and fit for any specified purpose;
- c) comply with statutory and regulatory requirements for labeling, packaging, storage, and delivery;
- d) be free from defects in materials and workmanship for the warranty period.

4. Performance Standards

4.1 Where the Purchase Order specifies performance outcomes, the Supplier warrants that the Goods and/or Services will achieve those performance standards. Failures will be treated as defects and defaults under these Terms.

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5. Health, Safety & Environment

5.1 The Supplier shall comply with all applicable health, safety and environmental laws, and with the Purchaser's policies and procedures relating to these areas.

6. Payment Terms

6.1 The Purchaser shall pay all undisputed charges due under this Agreement in accordance with the Purchase Order.

6.2 Unless otherwise agreed in writing, invoices shall be paid within 35 days from the end of the month in which the valid invoice is received.

6.3 The Purchaser may set off any amount it owes to the Supplier against any amount the Supplier owes to the Purchaser under this or any other agreement.

6.4 Unless stated otherwise, prices are exclusive of VAT.

7. Charges

7.1 Charges shall be fixed unless otherwise agreed in writing.

7.2 The price for Goods comprises packaging, insurance, and transportation costs unless otherwise stated.

7.3 Charges for Services shall be the Supplier's full remuneration, including all expenses incurred in performance, unless agreed otherwise.

8. Delivery & Delivery Notes

8.1 Each delivery must be accompanied by a delivery note showing the Purchase Order date and number, type and quantity of Goods, and any storage instructions.

8.2 Delivery and supply of Goods and Services shall comply with the requirements of the Purchase Order or agreed delivery programme.

8.3 Time is of the essence for delivery dates.

9. Risk and Title

9.1 Risk in the Goods remains with the Supplier until delivery to the designated delivery place and acceptance by the Purchaser.

9.2 Title to Goods passes to the Purchaser upon delivery or upon payment, whichever occurs first.

10. Compliance with Law

10.1 The Supplier warrants that neither it nor its personnel will engage in any conduct that would violate applicable laws, including anti-bribery, competition, modern slavery, or other regulatory obligations.

10.2 Breach of this clause is a material breach of the Agreement.

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11. Intellectual Property

11.1 Intellectual Property Rights (“IPR”) existing prior to the Agreement remain vested in the original owner.

11.2 IPR arising from performance of the Agreement (e.g., deliverables) shall be assigned to the Purchaser, unless otherwise agreed in writing.

12. Indemnities

12.1 The Supplier shall indemnify and keep fully indemnified the Purchaser from all losses or claims arising from:

- a) infringement of third-party intellectual property rights;
- b) death, personal injury or property damage caused by defects in Goods or Services;
- c) defective workmanship or materials;
- d) breach or negligent performance of the Agreement by the Supplier.

13. Data Protection

13.1 The Supplier shall comply with applicable data protection laws and ensure security of any Purchaser data.

13.2 If processing personal data on behalf of the Purchaser, the Supplier shall act only on documented instructions.

14. Confidentiality

14.1 All confidential information received from the Purchaser shall be treated as confidential and not disclosed without consent.

15. Remedies & Termination

15.1 If the Supplier fails to comply with these Terms, the Purchaser may:

- a) terminate the Agreement with immediate effect;
- b) refuse further performance;
- c) reject Goods or Services and require a refund;
- d) require remedial action at the Supplier’s expense;
- e) recover costs incurred for replacement goods or services.

16. Limitation of Liability

16.1 Neither party limits liability for fraud, personal injury, regulatory fines, or deliberate breach.

16.2 Except as stated, the Purchaser’s aggregate liability shall not exceed the total amount paid or payable for the Goods/Services under the Agreement.

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17. Suspension & Force Majeure

17.1 The Purchaser may suspend delivery or performance by written notice without liability; the Supplier must protect and insure affected Goods.

17.2 Neither party is liable for delays caused by events beyond reasonable control.

18. Governing Law & Disputes

18.1 This Agreement shall be governed by and interpreted in accordance with English law, with disputes resolved in courts of England.

19. Acceptance

By supplying Goods or Services, the Supplier acknowledges acceptance of these Terms and agrees to be bound by them.

Approved by	G.Singh Director	Signed: 	Date 6/3/2025
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