



## **SCHEDULE 2**

### **CONTRACT SPECIFIC CONDITIONS FOR THE PURCHASE OF GOODS**

These Contract Specific Conditions are to be read in conjunction with the General Conditions and the Contract and govern the provision of Goods by a Contractor to CCHA.

#### **1. APPLICATION OF TERMS**

- 1.1 During the Contract Period the Contractor shall sell and CCHA may buy such quantities of the Goods as CCHA may order as set out in the Contract Order in accordance with the terms of the Contract.
- 1.2 The Contract shall be on the terms of the Contract to the exclusion of all other terms and conditions (including any terms or conditions which the Contractor purports to apply under any purchase order, confirmation of order, specification or other document) and no terms or conditions endorsed on, delivered with or contained in the Contractor's confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
- 1.3 Time is of the essence for the performance of the Services under the Contract including in relation to all times, dates and periods specified in this Contract or substituted for them.

#### **2. SAMPLES**

- 2.1 If requested by CCHA, the Contractor shall provide CCHA with samples of Goods for evaluation and Approval, at the Contractor's cost and expense.
- 2.2 The Contractor shall ensure that the Goods are fully compatible with any equipment, to the extent specified in the Specification.
- 2.3 The Contractor acknowledges that CCHA relies on the skill and judgment of the Contractor in the supply of the Goods and the performance of the Contractor's obligations under the Contract.



### 3. **DELIVERY**

- 3.1 Unless otherwise stated in the Specification, where the Goods are delivered by the Contractor, the point of delivery shall be when the Goods are removed from the transporting vehicle at the Delivery Location. Where the Goods are collected by CCHA, the point of delivery shall be when the Goods are loaded on CCHA's vehicle.
- 3.2 Except where otherwise provided in the Contract, delivery shall include the unloading, stacking or installation of the Goods by the Staff or the Contractor's contractors or carriers at such place as CCHA or duly authorised person shall reasonably direct.
- 3.3 Any access to the Delivery Location and any labour and equipment that may be provided by CCHA in connection with delivery shall be provided without acceptance by CCHA of any liability whatsoever to the extent permitted by law.
- 3.4 Where access to the Delivery Location is necessary in connection with delivery or installation of the Goods, the Contractor and his Sub-Contractors shall at all times comply with the security requirements of CCHA.
- 3.5 CCHA shall be under no obligation to accept or pay for any Goods supplied earlier than the date for delivery stated in the Specification.
- 3.6 CCHA shall be under no obligation to accept or pay for any Goods delivered in excess of the quantity ordered. If CCHA elects not to accept such over- delivered Goods it shall give notice in writing to the Contractor to remove them within five (5) Working Days and to refund to CCHA any expenses incurred by it as a result of such over-delivery (including but not limited to the costs of moving and storing the Goods), failing which CCHA may dispose of such Goods and charge the Contractor for the costs of such disposal. The risk in any over- delivered Goods shall remain with the Contractor unless they are accepted by CCHA.
- 3.7 With the written agreement of CCHA, the Contractor may deliver the Goods by separate instalment. Unless expressly agreed to the contrary, CCHA shall not be obliged to accept delivery by instalments. If, however, CCHA does specify or agree to delivery by instalments, delivery of any instalment later than the date specified or



agreed for its delivery shall, without prejudice to any other rights or remedies of CCHA, entitle CCHA to terminate the whole of any unfulfilled part of the Contract without further liability to CCHA.

3.8 Each separate instalment shall be invoiced and paid for in accordance with the provisions in this Contract.

3.9 Delivery of Goods shall be made to CCHA's address or notified address on the date for delivery stated in the Specification. CCHA shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. Any delivery to CCHA shall be made between 9am – 3.30pm on week days only.

#### 4. **RISK AND OWNERSHIP**

4.1 Subject to paragraph 3 (Delivery), risk in the Goods shall, without prejudice to any other rights or remedies of CCHA, pass to CCHA at the time of delivery.

4.2 Ownership in the Goods shall, without prejudice to any other rights or remedies of CCHA, pass to CCHA at the time of delivery (or payment, if earlier).

#### 5. **DAMAGE TO GOODS IN TRANSIT**

5.1 Any consignment of Goods dispatched by the Contractor for delivery to CCHA shall be accompanied by a delivery note prepared by the Contractor marked with the order number from the Contract Order. Where applicable, the delivery note shall also specify the means of transport, the place and date of dispatch and delivery, the number of packages, the content of the packages, the weight and volume of the packages and whether or not the packaging must be returned to the Contractor.

5.2 Where some or all of the Goods have been damaged in transit (or have failed to arrive at CCHA on the due date for delivery after dispatch by the Contractor) the Contractor shall either repair or replace the Goods in question (at the choice of CCHA) within the timescales specified by CCHA provided always that:

5.2.1 in the case of damage in transit CCHA has informed the Contractor of the damage within 30 days of receiving the Goods;



5.2.2 in the case of non-delivery and where the Contractor has notified CCHA of the intended delivery date, (provided that the CCHA has been advised in writing of the dispatch of the Goods) CCHA has informed the Contractor within ten (10) Working Days of the notified delivery date that the Goods have not been received;

or CCHA may terminate the Contract in accordance with paragraph 3 (Delivery).

## **6. LABELLING AND PACKAGING**

6.1 The Contractor shall ensure that the Goods supplied under this Contract shall be labelled and packaged in accordance with this Contract.

6.2 The container in which the Goods are situated shall be labelled with the Contractor's name and contain a description of its contents. All containers of hazardous Goods (and all documents relating thereto) shall bear prominent and adequate warnings.

6.3 Unless CCHA agrees to the contrary in writing, the Contractor shall be responsible for the removal and disposal of all packaging materials from the Delivery Location within the period specified by CCHA and at no cost to CCHA.

6.4 Where no period for collection and disposal is specified by CCHA, the Contractor shall collect the packaging from the Delivery Location no later than ten (10) Working Days from the date of delivery of the Goods. CCHA shall be entitled to dispose of any packaging materials which have not been collected by the Contractor within those ten (10) Working Days or such other period as was specified by CCHA for collection. The Contractor shall be responsible for the payment of any costs incurred by CCHA in connection with its collection and disposal of that packaging material.

6.5 In the supply of Goods under the Contract, the Contractor shall:

6.5.1 use packaging capable of easy recovery for further use or recycling. Packaging materials shall be easily separable by hand into recyclable parts consisting of one material (e.g. cardboard, paper, plastic, textile);



- 6.5.2 (unless there is agreement to the contrary under paragraph 6.3) reuse the packaging and, where reuse is not practicable, recycle the materials in the manufacture of crates, pallets, boxes, cartons, cushioning and other forms of packaging, where these fulfil other packaging specifications; and
- 6.5.3 make maximum use of materials taken from renewable sources, if recycled materials are not suitable or not readily available.

## **7. INSPECTION**

- 7.1 The Contractor shall permit CCHA to inspect the Goods and shall provide all reasonable assistance to CCHA in undertaking an inspection.
- 7.2 CCHA shall not be taken to have waived any of its rights under this Contract (and in particular in right to reject the Goods) if it does not carry out an inspection or if it approved the Goods following an inspection.

## **8. FAILURE TO MEET REQUIREMENTS, REJECTION AND GUARANTEE**

- 8.1 In addition to rights set out in the General Conditions; CCHA may by written notice to the Contractor reject any of the Goods which fail to conform to the approved sample or fail to meet the Specification. Such notice shall be given within a reasonable time after delivery to CCHA of such Goods. If CCHA rejects any of the Goods pursuant to this paragraph CCHA may (without prejudice to its other rights and remedies) either:
  - 8.1.1 Have such Goods promptly, free of charge and in any event within five (5) Working Days, either repaired by the Contractor or replaced by the Contractor with Goods which conform in all respects with the approved sample or with the Specification and due delivery shall not be deemed to have taken place until such repair or replacement has occurred; or
  - 8.1.2 Treat the Contract as discharged by the Contractor's breach and obtain a refund (if payment for the Goods has already been made) from the Contractor in respect of the Goods concerned together with payment of any additional expenditure reasonably incurred by CCHA in obtaining other goods in replacement.



- 8.2 For the avoidance of doubt, CCHA will be deemed to have accepted the Goods if it expressly states the same in writing or fails to reject the Goods in accordance with paragraph 8.1.
- 8.3 The issue by CCHA of a receipt note for delivery of the Goods shall not constitute any acknowledgement of the condition, quantity or nature of those Goods, or CCHA's acceptance of them.
- 8.4 The Contractor hereby guarantees the Goods against faulty materials or workmanship for such period as may be specified in the Specification or, if no period is so specified, for a period of 18 months from the date of delivery. If CCHA shall within such guarantee period or within 25 Working Days thereafter give notice in writing to the Contractor of any defect in any of the Goods as may have arisen during such guarantee period under proper and normal use, the Contractor shall (without prejudice to any other rights and remedies which CCHA may have) promptly remedy such defects (whether by repair or replacement as CCHA shall elect) free of charge.
- 8.5 Any Goods rejected or returned by CCHA as described in paragraph 8.1 shall be returned to the Contractor at the Contractor's risk and expense.
- 8.6 Without prejudice to any other rights and remedies CCHA may have pursuant to the Contract, the Contractor shall reimburse CCHA for all reasonable costs incurred by CCHA which have arisen as a direct consequence of the Contractor's delay in the performance of the Contract which the Contractor has failed to remedy after being given notice by CCHA.