

TRADING TERMS AND CONDITIONS

DEFINITIONS

In these terms, the following definitions are applicable:

Customer: Kane Group Building Services, Unit 18-19 Scarva Road Industrial Estate, Scarva Road, Banbridge, Co. Down, BT32 3QD (forthwith known as 'Kane').

Supplier: Company, person(s) or any other entity to which the inquiry and/or purchase order are addressed.

Goods: has the meaning of the products of any kind, manufactured and/or sold by the Supplier.

Order: Kane's order for the supply of goods and/or services. This will ordinarily be in the form of a purchase order, unless otherwise agreed in writing.

Draw-Off Orders: Bulk-orders which are delivered by the Supplier or direct to site by the manufacturer, in batch quantities and on various dates, as per Kane's specific instruction(s). This will ordinarily be in the form of a purchase order, unless otherwise agreed in writing.

TERMS AND CONDITIONS

1. Contract basis:

- A. These Terms govern the supply of Goods sold by the Supplier to the Customer. These terms constitute the entire and only agreement between the parties.
- B. These Terms are applicable to all parties used for supply of goods to Kane. Supplier will be accountable for actions of all third parties during the supply of goods.

2. Product profiles:

- A. Supplier must provide, upon Kane's request, their full product profile, with product description per catalogue: including manufacture and bar code, short hand ordering key, minimum to maximum leads times, inner and outer packing quantities. Supplier is to make Kane aware of any additions or changes to the original details provided as necessary for Kane to maintain accurate product profiles and assure correct reordering.

3. Orders and deliveries:

- A. Upon successful receipt of purchase order(s) to confirm Order and/or Draw-Off Order, Supplier will provide an order acknowledgment to confirm prices, which will be invoiced as per the purchase order and confirm, where necessary, that the goods are in production to achieve the required delivery date specified by Kane. Supplier is to ensure the availability of stock as requested, in full, by the delivery date specified by Kane (See Clause 3.E.) or notify stock limitations to Kane in writing at the point of initial inquiry (See Clause 3.F.).
- B. Kane accepts no amendment to prior agreed pricing where existing Orders and/or Draw-Off Orders are in place. Advice of price changes are subject to new or additional purchase (Superseded by Clause 3.A.).
- C. Where there is no required delivery date specified by Kane, Supplier to default to minimum lead time and communicate said lead time to Kane via e-mail.
- D. Kane reserve the right to amend required delivery dates on existing purchase order(s), within the allowance of minimum lead times, if specified.
- E. It is Supplier's responsibility to instruct Kane (See Clause 3.A.) of any restriction in alternation to existing Orders and/or Draw-Off Orders.
- F. Kane will assume the absence of a returned order acknowledgment from Supplier as acceptance to the terms of the provided purchase order(s).
- G. Deliveries must be made per the details of provided purchase order(s).
- H. Any variation to the product and/or quantity to be delivered to site from any purchase order(s) must be notified to Kane's buying department at least 48 hours in advance of the expected delivery. (See Clause 5.B. & 5.D.).
- I. Supplier must provide delivery vehicle appropriate to site requirements or in line with special instruction(s).
- J. All delivery documents must be itemised with full product description and loaded quantity, all accompanying documentation must quote the Kane purchase order number, job reference and any additional information relevant to the floor allocation of materials and/or special instruction(s).
- K. It is Supplier's responsibility to have the delivery documents (as per Clause 3.J.) signed by an authorised Kane operative as proof of delivery and retain such signed delivery documents for a minimum of 120 days. If Supplier fails to obtain such signed delivery documents, they will be responsible for any consequences of not.
- L. Kane does not accept back orders and expect all deliveries to be met in line with the original purchase order agreement.



- M. It is Supplier's obligation to make delivery as specified per allocated timeslot. Kane will aim to facilitate as best possible and find solution where capable working with third parties to secure offload, however, take no responsibility to failed deliveries as a result of missed delivery timeslots.
- N. Failed deliveries will be rebooked by Kane and new required delivery date and/or timeslot communicated to Supplier. Supplier must adhere to revised delivery dates and/or timeslots.
- O. It is Supplier's responsibility to inform Kane of any items which are considered 'special' or non-stock and therefore exceptional to standard re-stocking. Supplier must clearly identify these items at the point of initial order inquiry, on order acknowledgement (See Clause 3.A.) and on all delivery documents.
- P. It is Supplier's responsibility to inform Kane of any additional carriage and/or delivery charges applicable to any Order and/or Draw-Off Order prior to the point of order (See Clause 3.A.). Any additional carriage and/or delivery charges attempting to be added by the Supplier after this point will be treated as invalid by Kane.

4. Service level agreement:

The Supplier warrants that:

- A. all goods and/or services supplied shall be of the best quality and conform in all respects with the Order(s) and/or Draw-Off Order(s) and any specification notified by Kane.
- B. it will hold, throughout the duration of the contract, all necessary permits and licences and will hold such relevant current industry accreditations as required to fulfil Kane's requirements.
- C. it will maintain a quality and safety management system, which includes a tried and tested product recall procedure and processes.
- D. where applicable, it is Supplier's responsibility to apply for the Warranty of goods subject to registration, both material and supplied equipment. Certification, or proof of such, to retained by Supplier and be available upon request by Kane.

5. Non-conformance:

- A. Due to the operational nature of the business, Kane are subject to incur additional costs because of delays in projects.
- B. Site progress is dependent on the requirement of materials. Kane reserve the right to proportion these costs, and issue failed delivery charges (*where terms of our trading are not met*) to Supplier.

- C. Kane will issue notice of non-conformance when terms of trading are breached, including failed and/or late deliveries, incomplete or incorrect products and quantities than expected. (See Clause 3.K.)
- D. Costs may still be incurred even with prior notice issued to Kane buying department, should this affect the project schedule. In this case, Kane reserve the right to pass these costs to Supplier for reimbursement.
- E. (*Further to Clause 5.C*) Consistent non-conformance to terms will result in review of Supplier's capacity to fulfil order requirements. Outcome of such assessment could include, in addition to respective fines, withdrawal from approved supplier list.

6. Proof of deliveries and invoices:

- A. Supplier will only issue invoice to Kane following confirmation of successful delivery.
- B. All invoices must be supported by the presence of valid POD (proof of delivery) (See clause 3.J.), without such Kane will assume the issued invoice is premature and relates to undelivered goods and will place invoice on hold.
- C. Kane will only qualify a POD as valid if signed for by one of the approved signatories on site (*Superseded by Clause 6.I.*). List of these specified personnel can be found on the Kane 'Supplier Set-Up Form' completed by Supplier and returned to Kane, can be requested by Supplier at any time or can be viewed by clicking on this [link](#).
- D. The risk of materials in relation to collection and delivery shall only pass to the receipting party on completion and exchange of signed collection and/or delivery documents, acting as POD and/or POC (proof of collection). With exception (See Clause 7.D.).
- E. Supplier will submit all invoices and statements to Kane via e-mail at accounts@kanegroupbs.com. If Supplier does not have the ability to achieve this, Supplier will inform Kane to agree alternative arrangements (See Clause 6.J.).
- F. Invoices are to be received to the above email address no later than the 4th of each month to ensure they are paid end of that current month. Otherwise, invoices received after this date will fall into the following months processing, resulting in a delay in payment (See Clause 6.J.).
- G. Statements are to be received to accounts@kanegroupbs.com by the 10th of each month. A statement is required to reconcile Supplier's account for payment, therefore failure to supply a statement will result in non-payment.



- H. Kane's payment terms are 30 days end of month and these terms will override any printed or implied payment terms on Supplier's invoice. Any variance to this must be agreed in writing from a Kane Director, prior to invoice being issued by Supplier.
- I. Supplier will not, under any circumstances, accept any verbal or written requests to carry out services or supply goods from anyone at Kane without a valid signed purchase order issued from a Kane buyer. Any invoice issued by Supplier that does not quote a valid purchase order number cannot be processed for payment by Kane and will be returned to Supplier.
- J. Kane will not be subject to penalty in relation to early settlement discounts because of Supplier's delays in providing all necessary documents in relation account reconciliation (See *Clauses 6.F. & 6.G.*).

7. Collections and returns:

- A. Where incorrect and/or faulty materials have been received on site, (contrary to requirements of purchase order) Supplier must arrange collection.
- B. Supplier must collect goods following notification issued by way of e-mail from a Kane operative or 'Goods Return Note' document, within 14 days, of advice.
- C. Due to the operational nature of the business, Kane has limited access to on site storage and therefore has no capacity to hold excessive material.
- D. Kane will assume goods not collected by Supplier within specified period (See *Clause 7.B.*) are not required for uplift and will be discarded by Kane, the credit for which will still be expected, and associated invoice placed on hold until settled.
- E. Once a return of material and/or goods has been agreed, Kane will issue a notification to Supplier by way of e-mail from a Kane operative or 'Goods Return Note' document. This document is to be used as a collection note for the uplift of stated material and/or goods from the designated site.
- F. Collections of all materials and/or goods from site must be made with the associated 'Goods Return Note' document as issued by Kane. Collection attempts made without the relevant documentation or loading reference maybe refused entry by site security or turned away by Kane dispatch operatives.
- G. Invoices where a supplier return has been issued will be placed on hold pending the receipt of associated credit (See *Clause 6.J.*).

- H. Kane does not accept 'replacements' on site as exchange for damaged and/or faulty stock. Any returned item must have subsequent credit. Replacement of material should be completed by way of new purchase order. Stores will not accept 'Swaps' (*Superseded by Clause 6.I.*).
- I. It is Supplier's responsibility to notify Kane of any re-stocking charges that will be applied to collection of goods in the instance of no supplier fault. There must be prior agreement, in writing, to these charges in advance of commencing trading. Charges attempting to be applied without prior agreement will treated as void.

8. Ethical standards:

- A. Kane expects its suppliers to have anti-slavery and human trafficking policies and procedures in place to protect workers from exploitation.

