

COVENTRY BUILDING SOCIETY PURCHASE ORDER CONDITIONS

1 Definitions and Interpretations

- 1.1 In these Conditions unless the context otherwise requires: "Conditions" means these terms and conditions; "Contract" means the Contract between you and us for the purchase of Goods and/or Services, which will incorporate the Purchase Order, these Conditions, and any other terms that we agree in writing; "Goods" means any goods which you supply to us as described on a Purchase Order; "Purchase Order" means any order issued by us to you for the purchase of Goods and/or Services; "Services" means any services which you supply to us as described on a Purchase Order; "we", "us", "our" means Coventry Building Society, authorised by the Prudential Regulation Authority (firm reference number 150892) and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, whose principal office is at Economic House, PO Box 9, High Street, Coventry CV1 5QN and may include any other company from time to time within the group which includes Coventry Building Society; "you", "your" means the person, firm or company described as such on a Purchase Order.
- 1.2 The headings to Conditions are inserted for convenience only and do not affect the interpretation or construction of the Contract. Words importing the singular include the plural and vice versa. Words importing a gender include every gender and references to persons include an individual, company, corporation, firm or partnership.
- ### 2 Delivery and Acceptance of Goods
- 2.1 This Condition applies if the Purchase Order includes any Goods.
- 2.2 You must deliver the Goods at the time set out on the Purchase Order. We can choose to accept early delivery but we do not have to. You must mark each delivery in accordance with the Purchase Order.
- 2.3 We will tell you if we want to change delivery arrangements. If our changes increase your costs, we will pay any reasonable additional cost only if agreed in advance.
- 2.4 You must ensure that the Goods are properly packed so they are delivered to us undamaged and in good condition. We do not have to return any packaging materials for the Goods.
- 2.5 Following delivery we will have a reasonable time to inspect the Goods before we are deemed to have accepted them. If we sign a delivery note or similar document it does not mean we have accepted the Goods. We are entitled to reject and/or return any Goods that are defective or not in accordance with the Contract, or if we later find a latent defect.
- 2.6 The Goods will be at your risk until they are delivered and unloaded in accordance with the Contract. On delivery, risk in the Goods will pass to us. Title to the Goods will pass to us on delivery, or when we pay for the Goods if earlier.
- ### 3 Provision of Services
- 3.1 This Condition applies if the Purchase Order includes any Services.
- 3.2 You must carry out the Services as described in the Contract. You must ensure that the Services are performed by appropriately qualified and trained personnel, with due care and diligence, in accordance with good industry practice, in compliance with all legislation and to a professional standard.
- 3.3 You must ensure that your staff have been appropriately background checked in accordance with industry good practice.
- 3.4 If you carry out the Services on our sites, you must ensure that your staff comply with our site and security policies (including our "authorisation to work" scheme) and do not do anything to damage or place at risk our property, data (including customer data) or reputation.
- ### 4 Prices and Payment
- 4.1 The price of the Goods and/or Services will be as stated on the Purchase Order. The price will be inclusive of all packaging, packing, labelling, insurance, storage, delivery and installation costs and all other costs and expenses relating to the supply of the Goods and Services unless otherwise specified in the Purchase Order. Prices must be shown as VAT exclusive.
- 4.2 You can invoice us for Goods only after delivery, and for Services only after performance, unless the Purchase Order states otherwise. Invoices must be valid VAT invoices and must be sent by post to Coventry Building Society, Post Room, Invoice Processing, Oakfield House, Binley Business Park, Harry Weston Road, Coventry, West Midlands CV3 2TQ
- 4.3 Invoices must include details of:
- all charges for the Goods and Services in question;
 - a description of the Goods delivered and Services performed and an itemised statement of charges for each of them;
 - the total price payable under the invoice; and
 - the purchase order (including purchase order number) to which the invoice relates.
- 4.4 We will pay correctly issued invoices within 30 days of the date of receipt, unless we reject any Goods or Services.
- 4.5 If you owe us any money, we can set-off invoiced amounts against such sums.

5 Warranties

- 5.1 If you supply us with Goods, you undertake, represent and warrant that the Goods and their packaging and labelling will:
- be of satisfactory quality, free from defects in materials and workmanship and fit for their intended purpose (express or implied);
 - be free from design and other inherent defects;
 - meet the requirements of the Contract;
 - not infringe any third party intellectual property rights; and
 - conform with any samples you have provided.
- 5.2 You undertake, represent and warrant to us that:
- you will obtain and at all times maintain all necessary licences and consents required for provision of the Services and/or supply of the Goods;
 - you will comply with all applicable legislation and good industry practice in supplying Goods and/or Services.
- 5.3 You will use all reasonable endeavours to transfer or assign to us or otherwise obtain for our benefit any guarantee, warranty or other confirmation of quality, title or fitness for purpose given by any manufacturer of the Goods.
- 5.4 If you breach any of these Conditions we are entitled to:
- reject the relevant Goods or Services (in whole or in part);
 - refuse to accept any subsequent delivery of the Goods;
 - recover from you any costs reasonably incurred by us in obtaining substitute goods or services from another supplier;
 - require you at your sole cost to replace or repair the Goods, or carry out such work as is necessary to make them conform to the Contract;
 - require you at your sole cost to re-supply the Services in accordance with the Contract within 7 days; and/or
 - claim such damages as we incur as a result of your breach of the Contract.
- 5.5 Our rights under these Conditions are in addition to any statutory remedies available to us.
- 5.6 Time of delivery of Goods and of performance of the Services is of the essence of the Contract.
- ### 6 Insurance
- 6.1 You will at your own cost take out and keep in place with reputable insurers such insurance policies as are appropriate and adequate having regard to your obligations and liabilities under the Contract.
- ### 7 Confidentiality
- 7.1 If you obtain any confidential information about us or our customers, you must keep it confidential and not use or disclose it except for the purposes of the proper performance of the Contract. If you disclose confidential information you must ensure the recipient is subject to confidentiality obligations equivalent to these.
- 7.2 The obligations of confidentiality in this Condition do not apply to any information which you can show is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under these Conditions; was in your written records prior to entering into the Contract and not subject to any confidentiality obligations; was independently disclosed to you by a third party entitled to disclose the same or is required to be disclosed under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction.
- 7.3 You will not make (or allow anyone else to make) any announcement or otherwise publicise the existence of or disclose to any person the provisions of the Contract without our prior written consent.
- 7.4 You must comply with all applicable data protection requirements in relation to any personal data that you hold or process.
- ### 8 Intellectual Property
- 8.1 All materials we supply to you, and any copies made by you or on your behalf, will be our property. You will only use such materials for the purposes of the Contract, you will treat them as confidential and you will return them to us promptly on request at your sole risk and cost.
- 8.2 Any and all copyright, trademarks, patents, designs or other intellectual property (together "Intellectual Property") created or acquired in the course of you providing the Services will, from the date of creation or acquisition (and otherwise promptly upon our request), belong exclusively, throughout the world, to us.
- 8.3 You will grant or procure the grant of an adequate licence or sub-licence to us (at no extra cost) of any Intellectual Property incorporated or utilised in any work done by you for us under the Contract sufficient to enable us to make full use of such work and to repair, update or maintain the work in which such results are incorporated.
- 8.4 You will promptly at our request (but at your cost) do all such acts or deeds and execute all such documents as may be required by us to give effect to the provisions and intentions of this Condition.
- ### 9 Termination
- 9.1 Before delivery of the Goods or supply of the Services, we may terminate the Contract on giving reasonable notice to you. If we terminate early, our liability to you shall be limited to payment only of any reasonable costs, losses or expenses that you have already incurred and that you are not able to recover, mitigate or avoid.
- 9.2 Either you or we may immediately terminate the Contract without payment of compensation or other damages caused

to the other by such termination by giving notice in writing to the other if the other:

- commits a material breach of any of its obligations under the Contract which is incapable of remedy;
 - commits a material breach of any of its obligations under the Contract and fails to remedy that breach within a period of 14 days after being requested to do so; or
 - enters into bankruptcy, individual voluntary arrangement, liquidation, receivership, administration or into a corporate voluntary arrangement as defined by the Insolvency Act 1986.
- 9.3 Termination of the Contract will be without prejudice to the rights and remedies of either party which may have accrued up to the date of termination.
- 9.4 Upon termination of the Contract for any reason whatsoever:
- you will immediately cease using and will return to us (or if we notify you, destroy) all of our property in your possession at the date of termination including all confidential information, together with all copies of such confidential information (apart from one copy for tax, audit or compliance purposes) and you will, on our request, confirm that you have done so; and
 - any provision which expressly or by implication is intended to come into or remain in force on or after termination will continue in full force and effect including without limitation obligations of confidentiality.
- ### 10 Assignment, Sub-Contracting and Third Party Rights
- 10.1 The Contract is personal to you. Neither party will assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract without the prior written consent of the other (such consent not to be unreasonably withheld or delayed). Any sub-contracting or other disposal of such rights or responsibilities will not relieve the relevant party of its obligations under the Contract.
- 10.2 Save for any company within our group, no person who is not a party to the Contract (including any employee, officer, agent, representative or sub-contractor of either party) will have the right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any term of the Contract.
- ### 11 General
- 11.1 You will not exercise any right of lien, general or otherwise and howsoever arising, over any Goods or any of our property in your possession, in respect of any sums we owe to you under the Contract or otherwise.
- 11.2 Nothing in these Conditions will create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.
- 11.3 None of your employees will be deemed to be or have become an employee of us, and none of our employees will be deemed to be or have become an employee of you.
- 11.4 The Contract forms the entire agreement between you and us in relation to the supply of the relevant Goods and/or Services, to the exclusion of all other terms and conditions.
- 11.5 Neither party shall be in breach of the Contract or liable for delay in or failure of performance of any of its obligations under the Contract if such delay or failure results from an event, circumstance or cause beyond its reasonable control ("Force Majeure Event")
- 11.6 You shall use all reasonable endeavours to mitigate the effect of a Force Majeure Event on the performance of your obligations and if such an event prevents, hinders or delays performance of your obligations under the Contract for a period of more than 21 calendar days, we may terminate the Contract immediately by giving written notice to you.
- 11.7 No purported alteration or variation of these Conditions will be effective unless it is in writing, refers specifically to the Contract and is signed by a duly authorised representative of both us and you.
- 11.8 The waiver by either party of any breach of these Conditions will not prevent the subsequent enforcement of that provision and will not be deemed to be a waiver of any subsequent breach of that or any other provision. Any waiver of any breach of these Conditions is only effective if in writing.
- 11.9 If at any time any part of these Conditions is void or otherwise unenforceable for any reason under any applicable law, the relevant part will be deemed omitted from these Conditions and the validity and/or enforceability of the remaining provisions of these Conditions will not in any way be affected or impaired as a result of that omission.
- 11.10 Any notice given under the Contract must be in writing and delivered by prepaid post or e-mail to the address of the party specified in the Contract, or such other address as is notified to the other party from time to time, provided that in the case of notices sent by e-mail a confirmation copy of the transmission must be sent to the recipient by pre-paid post as set out in this Condition. Notices sent by email to us must be sent to secretary@thecoventry.co.uk
- ### 12 Law and Jurisdiction
- 12.1 These Conditions and any dispute or claim arising out of or in connection with them will be governed by, and construed in accordance with, the laws of England.
- 12.2 All disputes or claims arising out of or relating to these Conditions will be subject to the exclusive jurisdiction of the English Courts to which the parties irrevocably submit.