

CONDITIONS OF PURCHASE ORDER

1. In these Conditions Caribbean Cement Company is referred to as “the Company” and the Supplier to whom the order overleaf is addressed is referred to as the “Supplier”.
2. These Conditions shall be incorporated in and form part of the Contract between the Company and the Supplier and the order overleaf and these Conditions shall be taken in substitution for any oral arrangements made between the Company and the Supplier, and shall prevail over any inconsistent terms or conditions contained in or referred to in the supplier’s quotation, acknowledgement or acceptance of order or any correspondence. If a Contract covering procurement of the services, workmanship, material and goods described in the Purchase Order exists between the Supplier and the Company, the terms of such Contract shall prevail over any inconsistent terms herein. No addition to or variation of or exclusion of these conditions shall be binding upon the Company unless expressly agreed to in writing and signed by an Officer on behalf of the Company.
3. Orders from the Company to the Supplier may be made either by post, hand, telefax or by email. The Supplier shall confirm receipt of all Purchase Orders by telefax or email as soon as he receives same. The Company will assign a Purchase Order number to each order and this number must be stated on all correspondence.
4. (a) All services, workmanship material and goods supplied shall be to the entire satisfaction of the Company and comply in all respects to the relevant specifications noted in the Purchase Order. The Company may reject any or all of the goods or material which are found by the Company to be defective or inferior in quality of both workmanship or material and which do not comply in all respects to the relevant specifications within 14 business days of Supplier’s delivery of the services, workmanship, goods or material. Such workmanship, material or goods shall be removed by the Supplier from the place of delivery or elsewhere as the case may be and such costs, losses or expenses shall be borne solely by the Supplier.

At the Company’s option, the Company may (i) return the non- conforming goods or material to the Supplier for a refund or credit; (ii) require the Supplier to replace the non-conforming goods or material ; or (iii) repair the non-conforming goods or material so that it meets the requirements. All costs, losses and expenses in connection therewith shall be paid for or be allowed by the Supplier as an alternative to (i) through (iii), the Company may accept the non-conforming goods or material conditioned on Supplier providing a refund or credit in an amount the Company reasonably determines to represent the diminished value of the non-conforming goods or material. The Company’s payment to the Supplier for goods or material prior to the Company’s timely rejection of such goods or material as non- conforming will not be deemed as acceptance by the Company.

(b) The Supplier shall indemnify the Company against all costs claims losses, expenses and damages consequential or otherwise caused to or sustained by the Company (including any liability incurred in any contract between the Company and any other person) by reason of any breach by the Supplier of any term or condition or warranty of this purchase order whether expressed or implied.
- (c) Acceptance of materials either expressed or implied or receipt by the Company’s representatives will not absolve the Supplier from replacing making good or correcting any defective materials workmanship and or goods which are discovered subsequent to incorporation into any material item or equipment forming a separate contract between the Company and any other person.
5. The Supplier’s quotation will be subject to adjustment in price and/or quantity by the Company if the Company in its absolute discretion considers such adjustments to be necessary to complete any Purchase Order issued from time to time by the Company. The terms of this Contract shall apply mutatis mutandis any such adjustments.
6. Any materials or goods delivered by the Supplier and received by the Company which are in excess of the quantity of materials specified in the Purchase Order shall be removed by the Supplier from the place of delivery or any other place where on inspection by the Company such excess of material has become apparent and all costs losses and expenses in connection with such removal shall be paid or allowed by the Supplier.
7. The Supplier shall perform the Contract and no part of it shall be assigned, sublet or subcontracted without the written permission of the Company.
8. (1) Time is the essence of this Contract and the acceptance of this order by the Supplier will be taken by the Company as confirmation that the Supplier will obtain labour and materials to complete the supply and delivery of finished materials and goods as ordered by the Company within the delivery date given in the quotation or the Purchase Order as the case maybe.

(2) Delivery time commences in accordance with the lead-time stipulated in the Supplier’s offer to the Company. Shipment of part of or any order will only be accepted by the Company if indicated on the Purchase Order. The cost of extensions of letters of credit and any expense or cost incurred by the Company due to delays in deliveries shall be for the Supplier’s account.
9. The Supplier of services shall procure and maintain such insurance coverage with reputable insurers as are necessary to cover its/ his liabilities in respect of this contract including Contractors All Risk, Employers’ Liability, Public Liability and Third Party Risks.
10. (1) The Supplier must ensure that all materials or goods sent to the Company are properly crated and/or packed and in all other respects made roadworthy, seaworthy, airworthy as are reasonably required in the circumstances. Packages must be properly marked and carry Tracking No., Purchase Order No., Receivers and Senders Address and handling instructions. Any loss or damage arising as a result of the Supplier’s failure to properly crate, pack, make roadworthy, seaworthy, and airworthy or otherwise adequately conserve any goods or material shall be for the Suppliers account.

(2) Each crate or package must contain one copy of the packing list written in English, describing the material or goods. One copy also written in English must also be attached to the outside of any crate or package.

(3) Shipping documents are to be legible and in English and must contain a description of the goods, weight, dimensions, value and country of origin. The shipping documents must be emailed to the Company prior to shipment with one copy accompanying the shipment.
11. Payment will be made upon satisfactory completion of the services, receipt of the material or goods in the Quantity and Quality ordered and upon the payment terms agreed on the Purchase Order. Invoices must be written in English containing description of the goods supplied, Supplier’s and the Company’s Part Number, Unit prices and Values in the Currency indicated on the Purchase Order. Missing P.O. No. on Invoices will delay Payment. In cases where shipments are from overseas, a properly prepared CARICOM INVOICE must be provided.
12. The successful Supplier, inclusive of its employees, workers, agents, representatives, and other personnel employed by it/him or acting on its/his behalf, shall comply with all legal environmental, health, and safety requirements of the Company related to pollution prevention and control, environmental protection, health and safety and all rules as outlined in the Company’s General Conditions of Contract as revised from time to time and contained at its website www.caribcement.com. Failure to comply will lead to cancellation of this contract without liability to the Company.
13. Unless otherwise agreed upon in writing these Conditions and the Purchase Order shall be subject to and construed in accordance with the Laws of Jamaica and any legal action or proceedings with respect to these conditions and/or the Contract shall be brought in the Courts of Jamaica.