



Supply of Goods (Short Contract)

2nd Edition September 2005
(Second Edition of CIDB document 1020)

SUPPLY OF GOODS SHORT CONTRACT

A contract between	
and	
for	

Contents	Page
Part C1: Agreements and contract data	1
Form of Offer and Acceptance	1
Contract Data	4
Conditions of Contract	6
Part C2: Pricing Data	13
Part C3: Scope of Work	14

Notes about this contract are printed in boxes like this one. They are not part of the contract.

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PART C1: AGREEMENTS AND CONTRACT DATA

Form of Offer and Acceptance

Offer

The *Purchaser*, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

.....
The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender. (Delete paragraph if not required)

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the *Supplier* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

The offered total of the Prices inclusive of Value Added Tax is

.....Rand (in words); R(in figures)

Enter an amount above only if the total of the Prices column in the Price List includes all the work included in the offer.
--

This offer may be accepted by the *Purchaser* by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the *Supplier* in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s) _____

Capacity _____

for the _____

tenderer

(Name and address of organization)

Acceptance

By signing this part of this form of offer and acceptance, the Purchaser identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the Supplier the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the Purchaser and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1 Agreements and contract data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work.

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the *Purchaser's* agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now *Supplier*) within five working days of the date of such receipt notifies the *Purchaser* in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.¹

Signature(s)

Name(s) _____

Capacity _____

for the
Purchaser _____

(Name and address of organization)

Name and
signature of
witness _____ Date _____

Upon acceptance by the *Purchaser* of the *Supplier's* offer, a contract will come into existence.

¹ As an alternative, the following wording may be used:

Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the *Purchaser* of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to-counter delivery /door-to-door delivery /courier service (delete that which is not applicable), provided that the employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now *Supplier*) within seven working days of the date of such submission notifies the *Purchaser* in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the *Purchaser* before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject _____

Details _____

2 Subject _____

Details _____

3 Subject _____

Details _____

4 Subject _____

Details _____

By the duly authorised representatives signing this schedule of deviations, the *Purchaser* and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the Purchaser during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

Contract Data

The conditions of contract are the CIDB contract for the Supply of Goods (Short contract).

The <i>Purchaser</i> is	Name	
	Address	

The <i>Purchaser</i> is represented by	Name	
	Address	
	Telephone	Fax

The <i>goods</i> are	
----------------------	--

The <i>starting date</i> is		The <i>completion date</i> is	
The <i>period for reply</i> is	weeks	The <i>defects date</i> is	weeks after Completion
The <i>defects correction period</i> is	days	The <i>delay damages</i> are	per day
The <i>assessment day</i> is the	of each month		

The <i>Adjudicator</i> is	Name	
	Address	
	Telephone	Fax

The <i>Supplier</i> is not liable to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property in excess of for any one event

The <i>Purchaser</i> provides this insurance : None

The minimum insurance cover for loss of or damage to property and for bodily injury or death is : As the <i>Supplier</i> deems fit.

The following additional conditions of contract are part of this contract:
--

Optional: Select these additional clauses only if required, otherwise delete them.

A1	Additional conditions: Ordering of goods on a call off basis during an agreed term
A1.1	These defined terms also apply to this contract: <ul style="list-style-type: none"> • A Batch is a collection of goods selected by the <i>Purchaser</i> from the Price List. • A Batch Order is an instruction given by the <i>Purchaser</i> to the <i>Supplier</i> to provide a Batch.
A1.2	Unless it is stated to apply to the whole of the <i>works</i> , each reference in this contract to the <i>starting date</i> , Completion, the Completion Date and the <i>defects date</i> applies also to any Batch of <i>goods</i> included in a Batch Order.
A1.3	The <i>Purchaser</i> provides a Batch Order to the <i>Supplier</i> for each Batch he requires to be delivered. The <i>Purchaser</i> may not issue a Batch Order after (state end date for this contract)
A1.4	The <i>Supplier</i> Provides the Goods in accordance with the Goods Information on receipt of each Batch Order.

A2	Additional condition: Compensation event for force majeure.
A2.1	<p>The following is an additional compensation event:</p> <p>The <i>Supplier</i> proves that it would be illegal or impossible for him to perform his obligations required by this contract due to any one of these events:</p> <ul style="list-style-type: none"> • War, civil war, rebellion, revolution, insurrection, military or usurped power, • Strikes, riots and civil commotion not confined to the employees of the <i>Supplier</i>, subcontractors and suppliers, • Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel, • Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device, • Natural disaster, fire and explosion, or impact by aircraft or other aerial device or thing dropped from them.
A2.2	Any amounts due to the <i>Supplier</i> from insurers in claims arising from any of the listed events are deducted from assessments of the compensation event.

A3	Additional condition for the provision of a Surety (priced contracts only)
A3.1	The <i>Supplier</i> gives the <i>Purchaser</i> a performance bond in the form appended to this Contract Data. The bond is for an amount equal to 2.5% of the offered total of the Prices when the total does not exceed one million Rands, or 5% of the offered total of the Prices when the total does exceed one million Rands. .
A3.2	The bond is provided by a bank or insurer which the <i>Purchaser</i> has accepted. If the bond was not given by the date of the <i>Purchaser's</i> Acceptance, it is given within four weeks of the <i>Purchaser's</i> Acceptance.

A4	Additional condition covering the Purchaser's right to sanction a subcontractor.
A4.1	The <i>Supplier</i> submits the names of each proposed subcontractor to the <i>Purchaser</i> for acceptance. The <i>Supplier</i> does not appoint a subcontractor until the <i>Purchaser</i> has accepted the subcontractor.

A5	Additional condition for Price adjustment for inflation
A5.1	Each amount due includes an amount for price adjustment which is calculated in accordance with the formula appended to this Contract Data.

Conditions of Contract

1. General

10 Actions

10.1 The *Purchaser* and the *Supplier* shall act as stated in this contract and in a spirit of mutual trust and co-operation.

11 Identified and defined terms

11.1 Terms identified in the Contract Data, in the *Supplier's* offer or in a Batch Order are in *italics*. Defined terms have capital initials and the meanings given to them in this clause.

11.2 (1) The Parties are the *Purchaser* and the *Supplier*.

(2) To Provide the Goods means to do the work necessary to supply the *goods* in accordance with this contract including all incidental work, services and actions which this contract requires.

(3) Goods Information is information which either specifies and describes the *goods* or states any constraints on how the *Supplier* Provides the Goods and is either

- in the document called 'Scope of Work' or
- in an instruction given in accordance with this contract.

(4) The Delivery Location is the *delivery location* and any surrounding space provided by the *Purchaser*, unless later changed in accordance with this contract.

(5) Materials are items to be included in the *goods*.

(6) Equipment is items provided by the *Supplier* and used by him to Provide the Goods.

(7) The Completion Date is the *completion date* unless later changed in accordance with this contract.

(8) Completion is when the *goods* have been supplied and the *Supplier* has corrected notified Defects which would prevent the *Purchaser* either from using the *goods* or from carrying out any other intention stated in the Goods Information.

(9) A Defect is a part of the *goods* which is not in accordance with the Goods Information.

(10) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

(11) The Price for Goods Provided to Date is the total of

- the Price for each item in the Price List which the *Supplier* has provided and,
- where a rate but no quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Supplier* has provided by the rate.

12 Interpretation

12.1 In this contract, except where the context shows otherwise, words in the singular also mean in the plural and the other way round and words in the masculine also mean in the feminine and neuter.

13 Communications

13.1 Every communication which this contract requires is in writing.

13.2 A communication has effect when it is received at the last address notified by the recipient for receiving communications.

13.3 If this contract requires the *Purchaser* or the *Supplier* to reply to a communication, unless otherwise stated in this contract, he replies within the *period for reply*.

14 The *Purchaser's* authority and delegation

14.1 The *Purchaser* may give an instruction to the *Supplier* which changes the Goods Information or the *delivery location*.

14.2 The *Purchaser's* acceptance of a communication from the *Supplier* or of his work does not change the *Supplier's* responsibility to Provide the Goods.

14.3 The *Purchaser*, after notifying the *Supplier*, may delegate any of his actions and may cancel any delegation. A reference to an action of the *Purchaser* in this contract includes an action by his delegate.

15 Access to the Delivery Location

15.1 The *Purchaser* gives access to and use of the Delivery Location to the *Supplier* on the dates stated or as later agreed between them.

15.2 The *Purchaser* and the *Supplier* provide services and other things as stated in the Goods Information. Any cost incurred by the *Purchaser* as a result of the *Supplier* not providing the facilities and services stated is assessed by the *Purchaser* and paid by the *Supplier*.

16 Early warning

- 16.1 The *Supplier* or the *Purchaser* gives an early warning by notifying the other as soon as either becomes aware of any matter which could increase the total of the Prices, delay Completion or impair the performance of the *goods*. The *Supplier* and the *Purchaser* co-operate in making and considering proposals for how the effect of each matter which has been notified as an early warning can be avoided or reduced.

17 Law

- 17.1 The law applicable to this contract is the law of the country where the *delivery location* is.

2 The Parties main responsibilities

20 The Purchaser's obligations

- 20.1 The *Purchaser* provides information which this contract requires him to provide as necessary to enable the *Supplier* to Provide the Goods.

21 The Supplier's obligations

- 21.1 The *Supplier* Provides the Goods in accordance with the Goods Information on receipt of a Batch Order.
21.2 The *Supplier* does not manufacture *goods* which he has designed until the *Purchaser* has accepted his design.
21.3 The *Supplier's* obligation is to ensure that the *goods* are fit for the purpose stated in the Goods Information or, if not so stated, fit for the purpose to which goods similar to the *goods* are used.
21.4 The *Supplier* obeys an instruction which is in accordance with this contract and is given to him by the *Purchaser*.
21.5 The *Supplier* prepares forecasts of the total of the Prices for the supply of the whole of the *goods* as the *Purchaser* instructs him to.

22 Subcontracting and people

- 22.1 If the *Supplier* subcontracts work, he is responsible for Providing the Goods as if he had not subcontracted. This contract applies as if a subcontractor's employees and equipment were the *Suppliers*.

23 Access to the work

- 23.1 The *Supplier* provides access for the *Purchaser* and others notified by the *Purchaser* to work being done for this contract and to stored Materials.

3 Time

30 Starting and Completion

- 30.1 The *Supplier* does not start work until the *starting date* and Provide the Goods so that Completion is on or before the Completion Date.
30.2 The *Purchaser* decides the date of Completion and certifies it within one week of the date.
30.3 The *Purchaser* may instruct the *Supplier* to stop or not to start any work and may later instruct him that he may restart or start it.

31 Programme

- 31.1 The *Supplier* submits programmes to the *Purchaser* as stated in the Goods Information.

4 Testing and Defects

40 Searching for and notifying Defects

40.1 The *Purchaser* may instruct the *Supplier* to search for a Defect.

40.2 Until the *defects date*, the *Purchaser* notifies the *Supplier* of each Defect which he finds. In his notice the *Purchaser* states whether the defective *goods* are to be replaced by *goods* which are free of Defects or that the Defect may be corrected as stated in this contract.

41 Correcting Defects

41.1 The *Supplier* corrects Defects whether or not the *Purchaser* notifies him of them.

41.2 After Completion the *Supplier* corrects notified Defects or replaces the defective *goods* before the end of the *defects correction period*. This period begins at the later of Completion or when the Defect is notified. The *Purchaser* gives the *Supplier* access to and use of the defective *goods* as needed for correcting a Defect.

42 Uncorrected Defects

42.1 If the *Supplier* has not corrected a notified Defect by the end of the *defects correction period*, he pays the *Purchaser's* cost of having the Defect corrected or the defective *goods* replaced by other people.

5 Payment

50 Assessing the amount due

50.1 The *Supplier* assesses the amount due and submits an invoice at each *assessment day*. The invoice includes the details stated in the Goods Information to show how the amount due has been assessed.

50.2 There is an *assessment day* in each month from the *starting date* until one month after the *defects date* for the supply of the whole of the *goods*.

50.3 The amount due is the Price for Goods Provided to Date, plus other amounts to be paid to the *Supplier* less amounts to be paid by or retained from the *Supplier*. Any value added or sales tax which the law requires the *Purchaser* to pay to the *Supplier* is included in the amount due.

50.4 The *Contractor* pays *delay damages* for each day from the Completion Date until Completion.

51 Payment

51.1 The *Purchaser* pays the *Supplier* within three weeks of the date of the *Supplier's* invoice. The first payment is the amount due. Other payments are the change in the amount due since the last payment.

51.2 A payment is made by the *Supplier* to the *Purchaser* if the change reduces the amount due. Other payments are made by the *Purchaser* to the *Supplier*.

51.3 If the *Purchaser* does not agree with an invoice submitted by the *Supplier*, he notifies the *Supplier* of the reason for his disagreement before the payment is due. He pays any agreed part of the invoice.

51.4 If a payment is made late, simple interest at the rate of 0.5% per complete week of delay is added to the payment

6 Compensation events

60 Compensation events

60.1 The following are compensation events:

- (1) The *Purchaser* gives an instruction changing the Goods Information except
 - a change made in order to accept a Defect or
 - a change which only affects the quantities of items in the Price List for which a rate but no quantity is stated.
- (2) The *Purchaser* gives an instruction to stop or not to start any work.
- (3) The *Purchaser* changes a decision which he has previously communicated to the *Supplier*.
- (4) The *Purchaser* instructs the *Supplier* to search for a Defect and none is found.
- (5) The *Purchaser* does not give access to and use of the *delivery location* to the *Supplier* as necessary for the work included in this contract.
- (6) The *Purchaser* does not provide something which he is to provide by the date for providing it stated in this contract.
- (7) The *Purchaser* notifies a correction to an assumption about a compensation event which he has previously stated.
- (8) A loss of or damage to the *goods* and Materials arising from
 - fault of the *Purchaser*,
 - *Purchaser's* design
 - Materials provided by the *Purchaser* or
 - an action of a third party after Completion

61 Notifying compensation events

61.1 The *Supplier* notifies to the *Purchaser* an event which has happened or which he expects to happen as a compensation event if

- the *Supplier* believes that the event is a compensation event and it is less than two weeks since he became aware of the event and
- the *Purchaser* has not notified the event to the *Supplier*.

61.2 The Prices and the Completion Date are not changed if the *Purchaser* decides that an event notified by the *Supplier*

- arises from a fault of the *Supplier*,
- has not happened and is not expected to happen,
- has no effect upon the total of the Prices or Completion or
- is not one of the compensation events stated in this contract.

If the *Purchaser* decides otherwise, he instructs the *Supplier* to submit a quotation for the event. The *Purchaser* notifies his decision to the *Supplier*, or instructs him to submit a quotation, within one week of the *Supplier's* notification to him of the event.

61.3 If the *Purchaser* decides that the *Supplier* did not give an early warning of the event which he could have given, he notifies his decision to the *Supplier* when he instructs him to submit quotations.

61.4 If the *Purchaser* decides that the effects of a compensation event are too uncertain to be forecast reasonably, he states assumptions about the event in his instruction to the *Supplier* to submit quotations. Assessment of the event is based on these assumptions. If any of them is later found to have been wrong, the *Purchaser* notifies a correction.

61.5 A compensation event is not notified after the later of the *defects date* and the last *defects correction period*.

62 Quotations for compensation events

62.1 Quotations for compensation events comprise proposed changes to the Prices or rates and any delay to the Completion Date assessed by the *Supplier*. The *Supplier* submits details of his assessment with each quotation. The *Supplier* submits a quotation within one week of being instructed to do so by the *Purchaser* or, if no such instruction is received, within two weeks of the notification of a compensation event.

- 62.2 The *Purchaser* replies within one week of the *Supplier's* submission.
For a proposed instruction or changed decision, his reply is
- notification that the instruction or changed decision will not be given,
 - confirmation of the instruction or changed decision and acceptance of the quotation or
 - confirmation of the instruction or changed decision and notification that he does not agree with the quotation
- For other compensation events, his reply is
- acceptance of the quotation or
 - notification that he does not agree with the quotation.

63 Assessing compensation events

- 63.1 The changes to the Prices are assessed by forecasting the effect of the compensation event upon the *Supplier's* costs and, if the effect is to increase the *Supplier's* costs, adding 5%. If the compensation event has already occurred and its effect was to increase the *Supplier's* costs, the assessment is based upon the increased costs due to the event which the *Supplier* has recorded. The effect is assessed separately for the cost of people, Equipment, and Materials, subcontracted work and the *Supplier's* overheads. Costs are assessed at open market or competitively tendered prices with all discounts, rebates and taxes which can be recovered deducted.
- 63.2 A delay to the Completion Date is assessed as the length of time that, due to the compensation event, Completion is forecast to be delayed.
- 63.3 If the *Purchaser* has notified the *Supplier* of his decision that the *Supplier* did not give an early warning of a compensation event which an experienced contractor could have given, the event is assessed as if the *Supplier* had given early warning.
- 63.4 Assessment of the effect of a compensation event includes cost and time risk allowances for matters which have a significant chance of occurring and are at the *Supplier's* risk under this contract.
- 63.5 Assessments are based on the assumptions that the *Supplier* reacts competently and promptly to the compensation event and that additional cost and time due to the event are reasonably incurred.
- 63.6 A compensation event which is an instruction to change the Goods Information in order to resolve an ambiguity or inconsistency is assessed as if the Prices and the Completion Date were for the interpretation most favourable to the *Supplier*.

7 Title

70 Passing of title

- 70.1 The *Supplier's* title to the *goods* passes to the *Purchaser* on delivery of the *goods* at the *delivery location*. The *Supplier* ensures that the title which he passes is full and unencumbered.

8 Limitation of liability, indemnities and insurance

80 Limitation of liability.

- 80.1 The *Supplier* is not liable to the *Purchaser* for loss of or damage to the *Purchaser's* property more than the amount stated in the Contract Data for any one event.
- 80.2 The *Supplier* is not liable to the *Purchaser* for loss of revenue or profit except as provided for in these Conditions of Contract.

81 Indemnities

81.1 The *Purchaser* indemnifies the *Supplier* against claims proceedings compensation or costs payable which are the unavoidable result of the *goods* or of Providing the Goods or which arise from

- fault
- negligence
- breach of statutory duty
- infringement of an intellectual property right or
- interference with a legal right

by the *Purchaser* or by any person employed by or contracted to him except the *Supplier*.

81.2 The *Supplier* indemnifies the *Purchaser* against other

- losses and claims in respect of
 - death of or injury to a person and
 - loss of or damage to property (other than the *goods* and Materials) and
- claims, proceedings, compensation and costs payable

arising from or in connection with the *Supplier's* Providing the Goods.

81.3 The liability of one Party to indemnify the other is reduced to the extent that events which are the other Party's responsibility contributed to the losses, claims, proceedings, compensation and costs.

82 Insurance cover

82.1 The *Supplier* provides the insurances stated in the Insurance Table to the extent that

- they are not stated in the Contract Data as provided by the *Purchaser* and
- the events insured against are at the *Supplier's* risk.

Insurances are in the joint names of the Parties. The cover is from the *starting date* until delivery of the *goods* to the *delivery location*.

INSURANCE TABLE

Insurance against	Minimum amount of cover
Loss of or damage to the <i>goods</i> and Materials.	The replacement cost.
Liability for loss of or damage to property (except the <i>goods</i> , Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Supplier</i>) arising from or in connection with the <i>Supplier's</i> Providing the Goods.	The amount stated in the Contract Data for any one event with cross liability so that the insurance applies to the Parties separately.

83 If the *Supplier* does not insure

83.1 The *Purchaser* may insure a risk which this contract requires the *Supplier* to insure if the *Supplier* does not submit evidence of current insurance to the *Purchaser* within one week of being asked to do so. The cost of this insurance to the *Purchaser* is paid by the *Supplier*.

9 Disputes and termination

90 Settlement of disputes

90.1 A Party may notify the other Party that he disagrees with him on any matter under or in connection with this contract within four weeks of becoming aware of the disagreement. Unless settled by the Parties, either Party may submit a notified disagreement to the *Adjudicator* for settlement as a dispute.

90.2 In settling the dispute, the *Adjudicator* takes into account information which is provided to him by each Party within two weeks of the submission.

90.3 The *Adjudicator* settles the dispute by notifying the Parties of his decision and of the reasons for his decision within four weeks of the submission.

91 The *Adjudicator*

91.1 The *Adjudicator* settles the dispute impartially as independent adjudicator and not as arbitrator. His decision is enforceable as a matter of contractual obligation between the Parties and not as an arbitral award. He is paid equally by the Parties.

91.2 Any communication between a Party and the *Adjudicator* is communicated at the same time to the other

- Party. If the *Adjudicator's* decision includes assessment of a cost effect or delay, he makes his assessment in the same way as a compensation event is assessed.
- 91.3 The Parties indemnify the *Adjudicator* for his actions and his failures to act in connection with this contract except any actions or failures to act which are in bad faith.

92 Reference to the courts

- 92.1 A Party may refer a dispute to the courts if
- he is dissatisfied by the *Adjudicator's* decision or
 - the *Adjudicator* did not notify his decision within the time allowed
- except that neither Party may refer such a dispute to the courts more than four weeks after the end of the time allowed for the *Adjudicator's* decision.
- 92.2 A Party may also refer a dispute which the *Adjudicator* has not settled to the courts if the *Adjudicator* has resigned or cannot now act and the Parties have not chosen a new adjudicator

93 Termination and reasons for termination

- 93.1 If either Party wishes to terminate, he notifies the other giving details of his reason for terminating. The *Purchaser* issues a termination certificate promptly if the reason complies with this contract. After a termination certificate has been issued, the *Supplier* does no further work necessary to complete the supply of the *goods*.
- 93.2 Either Party may terminate if
- the other Party has become bankrupt or insolvent (or its equivalent) (Reason 1) or
 - has assigned this contract (Reason 2).
- 93.3 The *Purchaser* may terminate if the *Purchaser* has notified the *Supplier* that he has
- substantially failed to comply with his obligations (Reason 3),
 - substantially hindered the *Purchaser* (Reason 4),
 - substantially broken a health or safety regulation (Reason 5) or
 - not stopped defaulting or not put the default right within two weeks of the notification (Reason 6)
- or for any other reason (Reason 7).
- 93.4 The *Supplier* may terminate if :
- the *Purchaser* has not paid an amount due within ten weeks of its *assessment day* provided that the *Supplier* has submitted a valid tax invoice which includes the information required by this contract. (Reason 8).
 - the *Purchaser* has instructed the *Supplier* to stop or not to start any substantial work or all work for a reason which is not the *Supplier's* fault and an instruction allowing the work to re-start or start has not been given within eight weeks (Reason 9).

94 Procedures on termination

- 94.1 On termination, the *Purchaser* may obtain the *goods* from other people and may use any *goods* and Materials to which he has title. The *Supplier* leaves the *delivery location* and removes the Equipment.

95 Payment on termination

- 95.1 The amount due on termination includes an amount due assessed as for normal payments, and any amounts retained by the *Purchaser*.
- 95.2 If the *Purchaser* terminates for Reason 1, 2, 3, 4, 5 or 6, the amount due on termination also includes a deduction of the forecast of the additional cost to the *Purchaser* of completing the supply of the *goods*.
- 95.3 If the *Supplier* terminates for Reason 1, 2, 8 or 9 or if the *Purchaser* terminates for Reason 7, the amount due on termination also includes other costs to which the *Supplier* is committed.

2.3 Particulars to be included on the *Supplier's* Tax Invoice

List any particulars which the *Supplier* is to include in his invoices, such as Batch Order number, date of delivery etc.

3 Services, equipment, materials and other things supplied by the *Purchaser*

3.1 Services and equipment

Describe what the *Purchaser* will supply to the *Supplier* to assist him Provide the Goods. This may include design and inspection provided by the *Purchaser* or shipping agency or transport services.

3.2 Materials and other things.

List any 'free issue' Materials and other things which the *Purchaser* will supply.

Item	Date by which it will be supplied

3.3 Arrangements for delivery receipt and off-loading

Describe the arrangements for receipt and off-loading of the goods. Make it clear who is to do the off loading and who provides the equipment for off loading. List the documentation required at time of delivery. Describe any special delivery or collection arrangements, and whether any third party is involved in the delivery or collection.

4 Programme and planning

Specify what form the programme (if any) is to be in and what information is to be shown on it. If this contract is for a series of Batch Orders, state the anticipated total requirements for the *goods* and the planned rate of delivery.

5 Specifications

List the specifications applicable to the *goods* and for this contract.

Title	Date or Revision	Tick if publicly available

6 Drawings

List the drawings applicable to this contract.

Drawing Number	Revision	Title

Office issuing the Order

Buyer's logo

Batch Order

No.		Contract No.	
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To the <i>Supplier</i>					
	Tel		Fax		E mail:

Please supply the following Batch in accordance with the above referenced contract which includes the Data stated in this Batch Order

	Goods selected from the Price List for this Batch	Unit	Qty	Rate	Price
Item	Description				
Total for this Batch Order					

The <i>delivery location</i> is	
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The <i>starting date</i> is		The <i>completion date</i> is	
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Amplify the Goods Information, if necessary, regarding anything to be provided by either Party to the other , and any particular plans or interfaces for this Batch.

The <i>Purchaser</i> is represented for this Batch by					
Address (if different to that given above)					
E mail:		Tel		Fax	

Accepted by the <i>Supplier</i>	Signed:
Date	