

CONDITIONS OF USE

1. In these Conditions Arawak Cement Company Limited is called "the Company" and the supplier or contractor 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. 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, 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 to each order will assign a Purchase Order number and this number must be stated on all correspondence.
4. (a) All workmanship material and goods supplied shall be to the entire satisfaction of the Company and comply in all respects to the latest relevant International Standards specifications. The Company shall be entitled to reject any workmanship material or goods found to be defective, inferior in quality or not complying in all respects to the latest relevant International specifications and such workmanship material or goods shall be removed by the Supplier from the place of delivery or elsewhere as the case may be, and all costs loss and expenses in connection therewith shall be paid for or be allowed by the Supplier.

(b) The Supplier shall indemnify the Company against all costs claims loss expense and damage consequential or otherwise cause 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 of the Supplier of any term or condition or warranty of this contract whether expressed or implied.

(c) The Supplier shall make good by replacement all materials workmanship or goods 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 latest relevant International Standard specifications and the Supplier shall pay or allow to the Company any costs loss and expense incurred as consequence of such defects including any consequential cost loss and expense.

(d) 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 when required 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 ordered 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 loss and expense 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. Failure by the supplier to meet delivery dates given shall entitle the Company to cancel the order without any liability for cost loss or expenses incurred by the supplier.

(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 shall take out and maintain such insurances as are necessary to cover his liabilities in respect of this contract including Contract and 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 the situation dictates. Packages must be properly marked and carry Kolli No., Purchase Order No., Receiver's and Sender's 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 otherwise adequately conserve any goods or materials shall be for the Suppliers account.

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

(3) Shipping documents in quadruplicate are to be legible and in English. They must contain a description of the goods, weight, dimensions, value and country of origin. The shipping documents must be mailed or emailed to the Company prior to shipment with one copy accompanying the shipment.
11. Payment will be made upon Receipt of Goods in the Quantity and Quality ordered and upon the Terms agreed on the Purchase Order. Invoices must be sent in Triplicate, written in English containing description of the goods supplied, Supplier's and Arawak's Part No., Unit prices and Values in the Currency indicated on P.O. No. on Invoices will delay Payment. In cases of Supplies being received from overseas, **CARICOM INVOICES PROPERLY PREPARED MUST BE PROVIDED.**
12. It is a condition of this order that all Invoices shall be rendered by the last day of the month in which the supply was effected. All invoices received after the fifth day of any month shall be treated by the Company's accounts as though the Invoice had been received in that month, regardless of the date shown on the Invoice or the date of supply.
13. The Supplier, inclusive of his employees, workers, agents, representatives, and other personnel employed by him or acting on 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. Failure to comply would lead to cancellation of this contract without liability to ACCL.

14. A Supplier, his employees, workers, agents, representatives and other personnel employed by him or acting on his behalf, shall wear job-specific Personal Protective Equipment (PPE) inclusive of, but not limited to hard-hats, safety glasses, hearing protection, gloves, safety boots and long sleeve shirts with 80% high visibility or high visibility vests, while undertaking work at the Company's facilities. The articles of PPE listed shall be the minimum required PPE for all work to be undertaken at the Company's facilities.
15. Where a Supplier, his employees, workers, agents, representatives and other personnel employed by him or acting on his behalf, fails for any reason whatsoever to wear the job specific PPE at any of the Company's facilities the Company shall provide same and deduct the full cost of all PPE provided from any monies owing to the Supplier.
16. The Supplier, inclusive of his employees, workers, agents, representatives, and other personnel employed by him or acting on his behalf shall comply with all of the Company's safety protocols, procedures and regulations in force at any time, and shall participate in any safety orientation or briefing session prescribed by the Company, prior to the commencement of the work.
17. The Supplier will treat as confidential all data, records, accounts and other information regarding the Company and its affiliates that become known to the Supplier through its activities related to this order, including information regarding the Company's and its affiliates' operations, policies, procedures, employees, information technology systems and financial information and plans.
18. Unless otherwise agreed upon in writing these Conditions and the Contract shall be subject to and construed in accordance with the Laws of Barbados and any legal action or proceedings with respect to these conditions and/or the Contract shall be brought in the Courts of Barbados.