

Terms of Purchase



Integrated
Doorsets

1 Interpretation

1.1 Definitions:

Building Safety Laws means:

1. the Building Safety Act 2022;
2. the Defective Premises Act 1972;
3. the Building Act 1984;
4. the Building Regulations 2010;
5. the Construction Product Regulations;
6. the Building (Higher-Risk Buildings Procedures) (England) Regulations 2023;
7. any statutory instrument, regulation, rule, order, code of practice or guideline having the force of law that affects any Deliverables, Goods or Services; and
8. any guidance issued by a government department, the Building Safety Regulator and/or the Health and Safety Executive in connection with any Deliverables, Goods or Services.

Business Day a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours the period from 9.00 am to 5.00 pm on any Business Day.

Commencement Date has the meaning set out in clause 2.3.

Competency Requirements the Competency Requirements prescribed by the Building Regulations 2010 relevant to the performance of the **Purchaser's obligations under the Contract**.

Conditions the terms and conditions set out in this document as amended from time to time in accordance with clause 15.4.

Construction Product Regulations the UK version of Regulation (EU) No. 305/2011, as it forms part of English law under the European Union (Withdrawal) Act 2018 and the Construction Products Regulations 2013 (SI 2013/1387)

Contract the contract between the Purchaser and the Supplier for the supply of Goods and/or provision of Services in accordance with these Conditions.

Deliverables		all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).
Delivery Date		the date specified for delivery of Goods and/or performance of the Services in the Contract or otherwise agreed in writing between the Purchaser and the Supplier.
Delivery Location		the address for delivery of Goods as set out in the Order.
Facility Facilities	or	the Supplier's warehouses or any other location for storage of the Goods as identified in the Order or otherwise notified to the Purchaser in writing.
Force Event	Majeure	has the meaning given to it in clause 14.
Goods		the goods (or any part of them) set out in the Order.
Group Company or Group		<p>in relation to a company, that company, its subsidiaries, subsidiary undertakings, any company of which it is a subsidiary (its holding company/subsidiary undertaking (its parent undertaking) and any other subsidiaries of any such holding company, subsidiary undertakings of any such parent undertaking and where subsidiary, holding company, subsidiary undertaking and parent undertaking shall be as defined in section 1159 and section 1162 of the Companies Act 2006 respectively. Each company in a group is a member of the group.</p> <p>Unless the context requires otherwise, the application of the definition of Group to any company at any time will apply to the company as it is at that time.</p>
Intellectual Property Rights		all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
Order		the Purchaser's order for the Goods or Services, as set out in the Purchaser's purchase order form or in the Purchaser's written acceptance of the Supplier's quotation, as the case may be.

Purchaser	Integrated Doorset Solutions Limited (registered in England and Wales with company number 09241306)
Purchaser Materials	all materials, equipment, documents and other property: <ul style="list-style-type: none"> a) of the Purchaser which are supplied to the Supplier for the purpose of a Contract (including, as applicable, Tooling and any free issued materials); b) of the Supplier which are supplied to the Purchaser for the purpose of a Contract (including pallets, crates, packages, containers and bottles in or upon which Goods are delivered in accordance with any Contract); and c) which are produced by the Supplier for the purpose of or relating to the provision of the Services.
Mandatory Policies	the Purchaser's business policies listed in Schedule 1 as amended by notification to the Supplier from time to time.
Services	the services (or any part of them) set out in the Order.
Specification	the description or specification for the Goods and/or Services including any related plans and drawings that are provided by the Purchaser to the Supplier or that are provided by the Supplier to the Purchaser and accepted by the Purchaser.
Supplier	the person or firm from whom the Purchaser purchases the Goods and/or Services.
Tooling	any tools, jigs, dies, fixtures, moulds, patterns, plant or other equipment that is prepared by the Supplier in accordance with the Purchaser's instructions or otherwise created solely for the purpose of providing the Goods and/or Services.

1.2 Interpretation:

- 1.2.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.2 A reference to a party includes its personal representatives, successors and permitted assigns.
- 1.2.3 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- 1.2.4 Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- 1.2.5 A reference to writing or written excludes fax but not email.

2 Basis of contract

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Purchaser to purchase the Goods and/or Services in accordance with these Conditions.
- 2.3 The Order shall be deemed to be accepted on the earlier of:
 - 2.3.1 the Supplier issuing a written acceptance of the Order; and
 - 2.3.2 the Supplier doing any act consistent with fulfilling the Order, at which point and on which date the Contract shall come into existence.
- 2.4 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.

3 Quality of Goods and Services

- 3.1 The Supplier shall ensure that the Goods and/or Services (including all Deliverables, products and materials supplied and used in the Services or transferred to the Purchaser under or in connection with a Contract) shall:
 - 3.1.1 correspond with their description and any applicable Specification;
 - 3.1.2 conform in all respects with the Contract;
 - 3.1.3 conform in all respects with the Building Safety Laws;
 - 3.1.4 conform to all samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions or illustrations contained in **the Supplier's catalogues**;
 - 3.1.5 in relation to the Goods, be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier;
 - 3.1.6 in relation to the Goods, be free from defects in design, material and workmanship and remain so for 24 months after delivery;
 - 3.1.7 in relation to the Goods, conform with the Construction Product Regulations (as applicable);
 - 3.1.8 in relation to the Deliverables, be fit for any purpose that the Purchaser expressly or impliedly makes known to the Supplier; and
 - 3.1.9 in relation to the Services, be provided with the best care, skill and **diligence in accordance with best practice in the Supplier's industry**, profession or trade.
- 3.2 The Supplier shall in connection with the supply of the Goods and delivery of the Services:

- 3.2.1 ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract;
- 3.2.2 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the **Supplier's obligations are fulfilled in accordance with the Building Safety Laws** and the Contract;
- 3.2.3 comply and procure compliance by each person under its control with the Building Safety Laws;
- 3.2.4 provide all equipment, tools, vehicles, and such other items as are required to provide the Goods and/or Services;
- 3.2.5 use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Purchaser, will be free from defects in workmanship, installation and design;
- 3.2.6 inform the Purchaser as soon as it becomes aware of or reasonably ought to have known of (i) any actual or potential breach by its employees or sub-contractors of the Building Safety Laws or anti-bribery, modern slavery or tax avoidance laws, and (ii) any changes in such applicable laws, enactments, orders, regulations and other instruments which may impact the delivery of the Goods and/or provision of the Services;
- 3.2.7 not to do anything which may cause the Purchaser to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Purchaser may rely or act on the Services;
- 3.2.8 **hold the Purchaser's** Materials and Tooling in safe custody at its own risk, maintain the Purchaser Materials in good condition until returned to the Purchaser, and not dispose of or use the Purchaser Materials other **than in accordance with the Purchaser's written instructions or** authorisation. The Supplier acknowledges that all Purchaser Materials and Tooling (and all rights in them) are and shall remain the exclusive property of the Purchaser. The Supplier shall provide the Purchaser with access to the Purchaser Materials as and when required or pay the Purchaser for the cost of replacement of Purchaser Materials which have not been returned to the Purchaser within 3 Business Days of such time as the Purchaser shall have notified the Supplier requesting such return or which have been returned and are not in the opinion of the Purchaser in a fit state or condition for re-use by the Purchaser; and
- 3.2.9 co-operate with the Purchaser in all matters relating to the Goods and/or Services, comply with all instructions of the Purchaser and only commence Services until authorised to do so in writing by the Purchaser.

- 3.3 The Purchaser may inspect and test the Goods and/or Services at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.
- 3.4 If following such inspection or testing the Purchaser considers that the Goods and/or Services do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1, the Purchaser shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.5 The Purchaser may conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 3.6 The Supplier warrants that it has not made any statements in the marketing or supply of the Goods which are or may be misleading.
- 3.7 Where applicable, the Supplier acknowledges and accepts that for the purposes of the Building Safety Laws it is a dutyholder in relation to the performance of its obligations under the Contract and confirms that:
- 3.7.1 it meets the Competency Requirements;
 - 3.7.2 it will comply with the corresponding duties prescribed by and requirements of the Building Safety Laws;
 - 3.7.3 it will take all reasonable steps to provide the Purchaser with sufficient information about the Deliverables, Goods and / or Services and the performance of the **Supplier's** obligations under the Contract to assist the Purchaser to comply with the Building Safety Laws;
 - 3.7.4 it will take all reasonable steps to ensure that any person who carries out work on behalf of or under the control of the Supplier meets the Competency Requirements;
 - 3.7.5 it will provide each person under its control with appropriate information, instruction and supervision to ensure that the Deliverables, **Goods and / or Services and the performance of the Supplier's** obligations under the Contract comply with the Building Safety Laws; and
 - 3.7.6 it will notify the Purchaser as soon as practicable if it or any person who carries out work on behalf of or under the control of the Supplier ceases or may cease to comply with the Competency Requirements.
- 3.8 The Supplier will on demand and without charge provide the Purchaser such documentation and / or information as the Purchaser may request to demonstrate that the Deliverables, Goods and / or Services comply with the Building Safety Laws and / or that the Supplier has complied with the Building Safety Laws in the performance of its obligations under the Contract.

4 Delivery

- 4.1 The Supplier shall ensure that:

- 4.1.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
 - 4.1.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - 4.1.3 if the Supplier requires the Purchaser to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.
- 4.2 On dispatch of the Goods, the Supplier shall send to the Purchaser, details of the means of transport, the weight, quantity or volume of the Goods, the point and date of dispatch along with the Order number.
- 4.3 The Supplier shall deliver the Goods:
 - 4.3.1 on the Delivery Date;
 - 4.3.2 at the Delivery Location; and
 - 4.3.3 during Business Hours, or as instructed by the Purchaser.
- 4.4 Delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location or where commissioning or testing is required, on successful completion of such commissioning or testing.
- 4.5 The Supplier shall perform the Services in accordance with the Delivery Date(s) or, where no Delivery Date is specified, from the date set out in the Order and for the duration of the Contract.
- 4.6 From time to time, the Purchaser may place an Order for Goods and/or Services to be delivered in instalments as called off by the Purchaser from time to time as and when required. The Supplier shall not otherwise deliver the Goods and/or Services in instalments without the Purchaser's prior written consent. Where it is agreed that the Goods and/or Services are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all, or any defect in an instalment shall entitle the Purchaser to the remedies set out in clause 5.
- 4.7 The Purchaser shall not be deemed to have accepted any Goods and/or Services until it has had a reasonable time to inspect them following delivery, or, in the case of a latent defect in the Goods and/or Services, until a reasonable time after the latent defect has become apparent.
- 4.8 Where provided for in a Contract, for the purpose of clause 4.4, acceptance tests may be carried out and the Purchaser shall not be deemed to have accepted any Goods and/or Services until the relevant Goods and/or Services have passed such acceptance tests.

- 4.9 This clause 4 shall take precedence over any other chosen delivery terms that may otherwise form part of the Contract.

5 Purchaser Remedies

- 5.1 Any dates quoted for delivery of the Goods and/or Services are of the essence. If the Goods and/or Services are not delivered on the Delivery Date, or do not comply with the undertakings set out in clause 3.1 and 4.1 then, without limiting any of its other rights or remedies, the Purchaser may:
- 5.1.1 terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 5.1.2 reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;
 - 5.1.3 require the Supplier to repair or replace the rejected Goods, and/or provide repeat performance of the Services at the **Supplier's** risk and expense within 5 Business Days of being requested to do so;
 - 5.1.4 require the Supplier to repay the price of the rejected Goods and/or Services in full (whether or not the Purchaser has previously required the Supplier to repair or replace the rejected Goods and/or Services); and/or
 - 5.1.5 refuse to accept any subsequent delivery of the Goods and/or any subsequent performance of the Services which the Supplier attempts to make;
 - 5.1.6 recover from the Supplier any costs incurred by the Purchaser in obtaining substitute goods, services or deliverables from a third party; and
 - 5.1.7 claim damages for any other costs, loss or expenses incurred by the Purchaser which are in any way attributable to the Supplier's failure to carry out its obligations under the terms of a Contract.
- 5.2 These Conditions shall apply to any repaired or replacement Goods and/or repeated performance of the Services supplied by the Supplier.
- 5.3 The Purchaser's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

6 Title and risk

Title and risk in the Goods shall pass to the Purchaser on completion of delivery.

7 Price and payment

- 7.1 The price of the Goods and/or Services shall be the price set out in the Order.
- 7.2 The price of the Goods and/or Services shall:

- 7.2.1 exclude amounts in respect of value added tax (VAT), which the Purchaser shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and
 - 7.2.2 include the costs of packaging, insurance and carriage of the Goods and/or Services where applicable.
- 7.3 No extra charges shall be effective unless agreed in writing with the Purchaser.
- 7.4 The Supplier may invoice the Purchaser for the price of the Goods and/or Services plus VAT at the prevailing rate (if applicable) on or at any time after the completion of delivery of the Goods and/or Services. [The Supplier shall ensure that the invoice includes the date of the Order, the invoice number [, the Purchaser's order number], the Supplier's VAT registration number and any supporting documents that the Purchaser may reasonably require]
- 7.5 The Purchaser shall pay correctly rendered invoices in accordance with the timeframes agreed in the Order. Payment shall be made to the bank account nominated in writing by the Supplier.
- 7.6 If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each date at 2% a year above the Bank of England's base rate from time to time, but at 2% a year for any period when the base rate is below 0%.
- 7.7 The Purchaser may, without limiting its other rights or remedies, set off any amount owing by it to the Supplier against any amount payable by the Supplier or any Group Company of the Supplier to the Purchaser or any Group Company of the Purchaser.

8 Indemnity

- 8.1 The Supplier shall indemnify the Purchaser against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Purchaser as a result of or in connection with:
 - 8.1.1 any failure of the Supplier or any person under the control of the Supplier to comply and / or demonstrate compliance with the Building Safety Laws in relation to the performance of the **Supplier's** obligations under the Contract;
 - 8.1.2 any claim made against the Purchaser for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the manufacture, supply or use of the Goods and/or receipt, use or supply of the Services and Deliverables (excluding the Purchaser Materials);
 - 8.1.3 any claim made against the Purchaser by a third party for death, personal injury or damage to property arising out of or in connection

with the supply of defective Goods, Deliverables and/or Services to the extent that the defects in the Goods and/or Services are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and

8.1.4 any claim made against the Purchaser by a third party arising out of or in connection with the supply of the Goods and/or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.

8.2 Nothing in this clause shall restrict or limit the **Purchaser's** general obligation at law to mitigate a loss which it may suffer or incur as a result of a matter that may give rise to a claim under this indemnity.

8.3 This clause 8 shall survive termination of the Contract.

9 Insurance

During the term of the Contract, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall produce to the Purchaser on demand both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

10 Intellectual Property Rights

10.1 All Intellectual Property Rights in or arising out of or in connection with the Services, any Specification and/or Goods which have been manufactured in accordance with a Specification issued by the Purchaser shall be owned by the Purchaser.

10.2 The Supplier acknowledges that, in respect of any third party Intellectual Property **Rights in the Goods and/or Services, the Supplier's use of any such Intellectual** Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Purchaser to use such rights for the purpose of receiving and using the Goods and/or Services

11 Compliance with relevant laws and policies

11.1 In performing its obligations under the Contract, the Supplier shall:

11.1.1 comply with all applicable laws, enactments, orders, statutes, regulations and codes from time to time in force including those relating to the sale, manufacture, packing, packaging, marking, storage, handling and delivery of the Goods and/or provision of the Services; and

11.1.2 comply with and ensure that its employees and sub-contractors comply with all applicable laws, enactments, orders, statutes, regulations and **codes relating to health and safety and with the Purchaser's Mandatory Policies** (including, but not limited to, any health and safety regulations or other security requirements that apply

at the Purchaser's premises) The Supplier shall (i) upon request, certify to the Purchaser in writing and signed by an officer of the Supplier, its compliance with the Purchaser's Mandatory Policies and (ii) provide the Purchaser with such information as the Purchaser may reasonably request in respect of the Supplier's compliance with the Purchaser's Mandatory Policies.

11.2 Breach of clause 11.1 shall constitute an irremediable material breach of the Contract.

12 Termination

12.1 The Purchaser may terminate the Contract in whole or in part at any time with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. The Purchaser shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods and/or Services at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

12.2 Without limiting its other rights or remedies, each party may terminate a Contract with immediate effect by giving written notice to the other party if:

12.2.1 the other party commits a material breach of its obligations under a Contract and (if such a breach is remediable) fails to remedy that breach within 21 days after receipt of notice in writing of the breach;

12.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

12.2.3 the other party takes any step or action in connection with it being made bankrupt, entering any composition or arrangement with its creditors, having a receiver appointed to any of its assets, or ceasing to carry on business;

12.2.4 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

12.2.5 the other **party's** financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

12.3 On termination of the Contract for any reason, the Supplier shall:

12.3.1 deliver to the Purchaser all completed Goods which conform to the Contract;

12.3.2 **at the Purchaser's request, deliver all Deliverables whether or not complete;** and

- 12.3.3 immediately return or, at the option of the Purchaser, destroy all Purchaser Materials. If the Supplier fails to do so, then the Purchaser may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
 - 12.4 Termination or expiry of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
 - 12.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.
- 13 Confidentiality
- 13.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customer, clients or suppliers of the other party, except as permitted by clause 13.2.
 - 13.2 Each party may disclose the other party's confidential information:
 - 13.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 13; and
 - 13.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
 - 13.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.
- 14 Force majeure
- 14.1 For the purposes of a Contract, Force Majeure Event means an event beyond the reasonable control of either party including but not limited to strikes, lock-outs or other labour or industrial disputes (other than in each case by the party seeking to rely on this clause or companies in the same group as that party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, or storm.
 - 14.2 Neither party shall be liable to the other party as a result of any delay or failure to perform its obligations under a Contract as a result of a Force Majeure Event.
 - 14.3 The party affected by the Force Majeure Event shall promptly notify the other party in writing of the start of the Force Majeure Event and shall use all

reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

- 14.4 If the Force Majeure Event prevents a party from providing or receiving any of the Goods and/or Services for more than 4 weeks, the other party shall, without limiting its other rights or remedies, have the right to terminate the Contract immediately by giving written notice to the other party.

15 General

15.1 Assignment and other dealings

15.1.1 The Purchaser may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

15.1.2 The Supplier may not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Purchaser.

- 15.2 Subcontracting. The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of the Purchaser. If the Purchaser consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

15.3 Entire agreement.

15.3.1 The Contract constitutes the entire agreement between the parties.

15.3.2 Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

- 15.4 Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Purchaser or otherwise stated in the Order.

15.5 Waiver.

15.5.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

15.5.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

- 15.6 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision

of the Contract is deemed deleted under this clause 15.6 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

15.7 Notices.

15.7.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

15.7.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address; or
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.

15.7.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

15.8 Third party rights. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

15.9 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

15.10 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Schedule 1

PURCHASER'S MANDATORY POLICIES

The Mandatory Policies are:

- Timber Purchasing Policy
- Sexual Harassment Policy

Timber Purchasing Policy

Historically, a significant proportion of the timber imported into the United Kingdom has been illegally harvested, an activity that causes deforestation, environmental degradation, and loss of biodiversity. Illegal harvesting is also associated with corruption and organised crime and has an impact on the standard of living of many of the world's poor who depend on forest for their living.

Therefore, Integrated Doorset Solutions Limited (IDSL) are committed to the following principles:

1. Responsibility

We recognise that we have a responsibility to ensure that all timber and timber-based products, used in our processes are derived from legally harvested trees, grown in sustainably managed forests.

2. Legality & Sustainability

We will only purchase timber or timber-based products from a supplier or manufacturer who can clearly show that they are fully compliant with the requirements of the United Kingdom Timber Regulation (UKTR) and can confirm that the timber or timber-based products they are supplying us are not from areas where the following criteria apply:

- Violation of traditional & human rights in forestry operations
- Destruction of high conservation values in forest operations
- Significant conversion of forests to plantations or non-forest use
- Introduction of genetically modified organisms in forestry operations
- Violation of any of the ILO Core Conventions, as defined in the ILO Declaration on Fundamental Principles and Rights at Work, 1998.

3. Endangered Species

We will not source any timber species prohibited under Appendix 1 of the Convention on International Trade in Endangered Species (CITES).

4. Timber Certification

We will ensure where possible, that the timber or timber-based product has a chain of custody certificate from a credible, independent certification scheme, such as those run by the Forest Stewardship Council (FSC) or the Programme for Endorsement of Forest Certification (PEFC).

5. Management

The IDSL senior management team will ensure that all their staff are aware of this policy and that it will be available publicly on request.



Alan Gibson
Director of Procurement



Sexual Harassment Policy February 2025

Introduction

All members of staff are entitled to be treated with dignity and respect in our place of work. This means freedom from sexual harassment, feeling safe and supported and having access to redress if such behaviour does arise.

Sexual harassment takes many forms, but whatever form it takes it is unlawful under the Equality Act 2010 (EqA) as amended. We will not tolerate it.

The law requires employers to take reasonable steps to prevent sexual harassment of their workers. We take action to prevent sexual harassment from occurring and have clear reporting procedures for our staff to make a complaint about sexual harassment. If you have been sexually harassed, or you have witnessed sexual harassment, we encourage you to tell us so that we can deal with the matter swiftly.

The Managing Director has overall responsibility for the operation of this policy but may delegate elements of implementation or decision-making to a senior manager and / or human resources. Our managers will maintain an open-door policy and we encourage all staff to come forward with any concerns in relation to sexual harassment. All our staff have a responsibility to behave in line with the requirements of this policy.

Instances of sexual harassment or victimisation may lead to disciplinary action up to, and including, termination of employment.

This policy is reviewed regularly to ensure it remains up to date and in order to monitor its effectiveness. Any changes required will be implemented and communicated to our workforce.

Scope

We deplore all forms of sexual harassment and seek to ensure that the working environment is safe and supportive to all those who work for us. This includes employees, workers, agency workers, volunteers and contractors in all areas of our Organisation, including any overseas sites.



Definitions

Sexual harassment is unwanted conduct of a sexual nature which has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that person. It also covers treating someone less favourably because they have submitted to, or refused to submit to, unwanted conduct of a sexual nature or in relation to gender reassignment or sex.

Sexual harassment may be committed by a fellow worker, an agent of an organisation, or a third party. It does not need to occur in person. It can occur via digital means, including social media sites or channels (e.g. WhatsApp). Someone may be sexually harassed even if they were not the target of the behaviour. Examples of sexual harassment include, but are not limited to:

- sexual comments or jokes, which may be referred to as “**banter**”
- displaying sexually graphic pictures, posters or photos
- suggestive looks, staring or leering
- propositions and sexual advances
- making promises in return for sexual favours
- sexual gestures
- **intrusive questions about a person's private or sex life or a person discussing their own sex life**
- sexual posts or contact in online communications, including on social media
- spreading sexual rumours about a person
- sending sexually explicit emails, text messages or messages via other social media
- unwelcome touching, hugging, massaging or kissing

Victimisation is subjecting someone to detriment because they have done, are suspected of doing, or intend to do, an act which is protected under discrimination and harassment laws. These are outlined below. It is not necessary for the person to have done the protected act in order for detrimental treatment to be considered as victimisation.



The protected acts are:

- making a claim or complaint under the EqA (eg for discrimination or harassment)
- helping someone else to make a claim by giving evidence or information in connection with proceedings under the EqA
- making an allegation that someone has breached the EqA
- doing anything else in connection with the EqA.

Examples of victimisation may include:

- failing to consider someone for promotion because they have previously made a sexual harassment complaint
- dismissing someone because they accompanied a colleague to a meeting about a sexual harassment complaint
- excluding someone from work meetings because they gave evidence as a witness for another employee as part of an employment tribunal claim about harassment.

Circumstances which are covered

This policy covers behaviour which occurs in the following situations:

- a work situation
- a situation occurring outside of the normal workplace or normal working hours which is related to work, e.g. a working lunch, a business trip or social functions
- outside of a work situation but involving a colleague or other person connected to the Organisation, including on social media
- against anyone outside of a work situation where the incident is relevant to your suitability to carry out the role.



What to do if you are subject to sexual harassment or victimisation

We are committed to ensuring that there is no sexual harassment or victimisation in our workplace. Allegations of sexual harassment and victimisation will be treated as a disciplinary matter, although every situation will be considered on an individual basis and in accordance with the principles of our disciplinary procedures, a copy of which is available from Human Resources.

Informal complaint

We recognise that complaints of sexual harassment or victimisation can be of a sensitive or intimate nature and that it may not be appropriate for you to raise the issue through our normal grievance procedure. In these circumstances, you are encouraged to raise such issues with a senior colleague of your choice (whether or not that person has a direct supervisory responsibility for you) as a confidential helper. This person cannot be the same person who will be responsible for investigating the matter if it becomes a formal complaint.

If you experience sexual harassment and you feel comfortable to do so, you should make it clear to the harasser on an informal basis that their behaviour is unwelcome and ask the harasser to stop. If you feel unable to do this verbally then you should hand a written request to the harasser, and your confidential helper can assist you in this.

In addition, you may also choose to raise concerns during your regular communication with your manager, e.g. in a one-to-one meeting. Your manager will listen to you and take your concerns seriously if you do this but may encourage you to follow the reporting procedures set out below. If you **don't** have a one-to-one meeting scheduled with your manager, you can ask to meet with them to discuss any concerns that you may have.

Formal complaint

Where the informal approach fails or if the sexual harassment or victimisation is more serious, you should bring the matter to the attention of Human Resources as a formal written complaint and again your confidential helper can assist you in this.

If possible, you should keep notes of what happened so that the written complaint can include:

- the name of the alleged harasser
- the nature of the alleged harassment
- the dates and times when the alleged harassment occurred
- the names of any witnesses
- any action already taken by you to stop the alleged harassment.



On receipt of a formal complaint, we will take action to separate you from the alleged harasser to enable an uninterrupted investigation to take place. This may involve a temporary transfer of the alleged harasser to another work area or suspension with contractual pay until the matter has been resolved.

The person dealing with the complaint will invite you to attend a meeting, at a reasonable time and location, to discuss the matter and carry out a thorough investigation. The meeting will normally be held within five working days of receipt of your complaint. You have the right to be accompanied at such a meeting by your confidential helper or another work colleague of your choice and you must take all reasonable steps to attend. Those involved in the investigation will be expected to act in confidence and any breach of confidence may be dealt with under the disciplinary procedure.

On conclusion of the investigation, which will normally be within 10 working days of the meeting with you, the decision of the investigator, detailing the findings, will be sent in writing to you.

You have the right to appeal against the findings of the investigator. If you wish to appeal, you must inform Human Resources within five working days of receiving the outcome. You will then be invited to a further meeting. As far as reasonably practicable, the Organisation will be represented by a more senior manager than the manager who attended the first meeting (unless the most senior manager attended that meeting).

Following the appeal meeting, you will be informed of the final decision, normally within 10 working days, which will be confirmed in writing.

Regardless of the outcome of the procedure, we are committed to providing the support you may need. This may involve mediation between you and the other party or some other measure to manage the ongoing working relationship.

You will not be victimised for having brought a complaint.

What to do if you witness sexual harassment or victimisation

If you witness sexual harassment or victimisation, you are encouraged to take appropriate action to address it. You should not take any action that may put you at risk of sexual harassment or other harm. If you feel able, you should intervene to prevent the matter continuing. If you are not able to do this, your action may include offering support to the person who has been sexually harassed and encouraging them to report the incident or reporting the incident yourself.

If reporting the incident, you should bring the matter to the attention of Human Resources in writing.



Your concerns will be handled by a Senior Manager who will sensitively talk to the person subject to sexual harassment to determine how they want the matter to be handled.

Third-party sexual harassment

Third-party sexual harassment occurs when a member of our workforce is subjected to sexual harassment by someone who is not part of our workforce but who is encountered in connection with work. This includes our customers, suppliers, members of the public, contractors.

Third-party sexual harassment of our workforce is unlawful and will not be tolerated. The law requires employers to take steps to prevent sexual harassment by third parties and we are committed to doing so.

The law does not provide a mechanism for individuals to bring a claim of third-party harassment alone. However, failure for an employer to take reasonable steps to prevent third-party sexual harassment may result in legal liability in other types of claim.

In order to prevent third-party sexual harassment from occurring, we will:

- attach signage to the walls of the areas within the workplace where customers are present to warn that sexual harassment of our staff is not acceptable
- inform third parties (ie suppliers) of our zero-tolerance sexual harassment policy within our supplier documentation

If you have been subjected to third-party sexual harassment, you are encouraged to report this as soon as possible to Human Resources.

Should a customer sexually harass a member of our workforce, we will speak to the client about their behaviour. Any criminal acts will be reported to the police.

We will not tolerate sexual harassment by any member of our workforce against a third party. Instances of sexual harassment of this kind may lead to disciplinary action, including termination of employment.

Disciplinary action

If the decision is that the allegation of sexual harassment or victimisation is well founded, the harasser/victimiser will be liable to disciplinary action in accordance with our disciplinary procedure up to, and including, summary dismissal. An employee who receives a formal warning or who is dismissed for sexual harassment/victimisation may appeal by using our disciplinary appeal procedure.



When deciding on the level of disciplinary sanction to be applied, we will take into consideration any aggravating factors affecting the case. One example of aggravating factors is an abuse of power over a more junior colleague.

If, due to the investigation, it is concluded that your complaint is both untrue and has been brought with malicious intent, disciplinary action will be taken against you.

Training and Awareness

We provide awareness and training to our staff on sexual harassment to ensure there is a clear understanding of:

- what sexual harassment is, how it may occur and that it will not be tolerated
- expected levels of behaviour
- how they can report any incidents of having been sexually harassed or having witnessed it
- how acts of harassment will be dealt with under the disciplinary procedure, which can potentially result in dismissal.

We ensure that all levels of management are trained on implementing this policy, including preventing and managing sexual harassment in the workplace and the procedure to follow if an allegation is reported.

We will regularly review the effectiveness of our awareness initiatives and training. We provide refresher training as appropriate.

