



TRINIDAD CEMENT LIMITED

Conditions of Purchase

1. In these Conditions Trinidad Cement Limited is called the 'Company' and the Supplier to whom the order overleaf is addressed is referred to as the 'Supplier'.
2. These Conditions shall be incorporated in and form part of the Contract between the Company and the Supplier and the order overleaf and these Conditions shall be taken in substitution for any oral arrangements made between the Company and the Supplier and shall prevail over any inconsistent terms or conditions contained in or referred to in the Supplier's quotation, acknowledgement or acceptance or 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 or by telefax The Supplier shall confirm receipt of all Purchase Orders by telefax as soon as he receives same. A Purchase Order number will be assigned by the Company to each order and this number must be stated on all correspondence.
4. (a) All workmanship materials and goods supplied shall be to the entire satisfaction of the Company and comply in all respects 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 Standards specifications and such workmanship material or goods shall be removed by the Supplier from the place or elsewhere as the case may be, and all cost loss and expense 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 expenses and damage consequential or otherwise caused to or sustained by the Company (including any liability incurred in any contract between the Company and any other person) by reason of any breach of the Supplier to 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 Standards specifications and the Supplier shall pay or allow to the Company any costs loss and expense incurred as a consequence of such defects including any consequential costs 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 and when required to complete any Purchase Order issued from time to time by the Company. The terms of this contract shall apply mutatis mutandis to any such adjustment.

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 materials 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 of 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 labor 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 of the Purchase Order as the case may be. 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 or part of 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 Risks, Employer's 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 or airworthy as the situation dictates. Packages must be properly marked and carry 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, airworthy or otherwise adequately conserve any goods or materials shall be for the Supplier's account.

(2) Each crate or package must contain one copy of the packing list written in English, One copy also written in English, must 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 document must be mailed 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 goods supplied, Supplier's and ACC's Part No., Unit Prices and Values in the Currency indicated on P.O. Missing 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. Invoices must be submitted in triplicate.

13. Unless otherwise agreed upon in writing these Conditions and the Contract shall be subject to and construed in accordance with the Laws of the Republic of Trinidad & Tobago and any legal action or proceedings with respect to these conditions and /or the Contract shall be brought in the Courts of Trinidad & Tobago.

14. The successful contractor, 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 TCL related to pollution prevention and control, environmental protection, health and safety. Failure to comply would lead to cancellation of this contract without liability to TCL

Terms & Conditions
(Additional to Standard Conditions of Purchase)
Applicable to Blanket Orders only

1. Quantities
Quantities identified in the Request for Quotation and subsequent Blanket Order are estimates of TCL's consumption. However, requests and/or subsequent delivery shall be taken only in accordance with actual requirements. TCL shall not be obligated to purchase any or all of the material specified herein.
2. Quality Assurance
The specifications as identified herein shall govern. Any or all materials not conforming to the specification and/or not considered acceptable to TCL shall be returned to the Vendor at the Vendor's expense. No substitution of materials will be permitted unless previously agreed to by the Buyer. Materials and workmanship shall meet or exceed all applicable specifications and Vendor shall be responsible for all inspection and testing specified or required by law, applicable codes, and sound manufacturing and industry practice.
3. Warranty
Vendor shall warrant the goods/services furnished hereunder to be free from defects in material and workmanship for a period of twelve (12) months from the installation, commissioning, or commercial operations / use (unlimited hours) or eighteen (18) months from the date of receipt by TCL, whichever occurs first.
4. Freight & Shipment Schedule
Shipments shall be made as requested by TCL on an as required basis.
5. Packaging
All shipments shall be suitably packaged to prevent loss or damage of contents at no charge to TCL. Where applicable the Vendor shall clearly identify all toxic materials and provide the Buyer in advance with procedures for safe handling together with an MSDS.
6. Authorized Releaser
Only the authorized TCL personnel shall request materials / services. Requests shall be placed via telephone, fax or email.
7. Stocking Requirements
Vendor shall carry adequate inventory at all times to ship required materials within one (1) day from date of request. TCL reserves the right to purchase elsewhere any items not shipped within the required period of time and cost associated would be recharged to the Vendor.
8. Renegotiation
This blanket order shall be subject to renegotiation at TCL's request following results of TCL's audit and / or periodic assessment of Vendor's performance hereunder and / or for the purposes of clarification (increase / decrease) to scope supply / work upon thirty (30) days prior written notice to Vendor. This blanket order shall be subject to renegotiation at Vendor's request by submission of detailed justification for negotiation in writing upon thirty (30) days prior notice TCL. Renegotiation including consideration of Vendor's request to renegotiate shall occur at TCL's sole discretion with resolution within ninety (90) days from the date of notification. The terms and conditions contained herein shall apply during renegotiation.
9. Cancellation
TCL shall cancel this blanket order for reasons of unsatisfactory performance by the Vendor upon thirty (30) days written notice to the Vendor. The sole judge of satisfactory performance shall be TCL. This blanket order shall be cancelled for any or all of the following reason: Inadequate quality, quantity and / or services, failure of Vendor to comply with the terms and conditions contained herein, or if agreement is not reached within ninety (90) days from date of written offer to renew / renegotiate.
10. Renewal
This blanket order may be renewed (extended) for an additional period at TCL's sole discretion provided that the Vendor has submitted a written offer to renew prior to the expiration date of this order and that such offer complies in all respects to the terms and conditions contained herein. TCL shall accept or reject Vendor's written offer to renew within thirty (30) days prior to the expiration date of this blanket order. Renewal by issuance of a replacement blanket order.

11. Expiration

This blanket order shall expire automatically on the expiry date as shown. Upon expiry, TCL shall not be obligated to purchase any portion of Vendor's inventory held on behalf TCL

12. Return Privileges

TCL reserves the right to return goods, freight prepared to Vendor's facility during the term of this blanket order as a result of TCL-caused reasons limited to release quantity error or release item error. TCL reserves the right to return goods, freight collect to Vendor's facility during the term of this blanket order as a result of other reasons such as (but not limited to) inadequate quality, quantity, or service, product obsolescence or overstock. Full one hundred percent (100%) credit shall apply for all returned goods.

13. Reports

Vendor shall provide usage report on an as requested basis to TCL. The report must be submitted to the Buyer's attention.