

# **PURCHASE ORDER**

Harley Curtain Wall Ltd Harley House Brooklands Park Crowborough East Sussex TN6 2JD

The following number must appear on all invoices, bills of lading, and acknowledgements relating to this PO: PURCHASE ORDER: D1059/9341-065

TO: SIG Insulation Maidstone

Unit 5, Larkfield Mill Bellingham Way Avlesford

Maidstone, Kent, ME20 6SQ Contact: Gill Walker

Number: 01732 370500

| TERMS     | Subject to standard Harley T&Cs |
|-----------|---------------------------------|
| SHIP VIA  | Own Transport                   |
| ADDRESS C | ORRESPONDENCE TO:               |
| Name:     | Accounts                        |
|           | Harley Curtain Wall Ltd         |
|           | Harley House                    |
|           | Brooklands Park                 |
|           | Crowborough                     |
|           | East Sussex                     |
|           | TN6 2JD                         |
| E-mail    | accounts@harleycw.co.uk         |
| Phone     | 01892 669784                    |
| FAX #     | 01892 669785                    |

P.O. DATE | 26 May 2015

VAT Rate: 20%

| CTY | UNIT          | DESCRIPTION   |                          | UNIT PRICE | AMOUNT             |
|-----|---------------|---|--------------------------|------------|--------------------|
| 276 | 1             | Kingspan K15 Insulation Board 1200 x 2400 x 80mm (96 Sheets)  Delivery by vehicle with Moffet 04/06/15  Site has restricted entrance, no articulated vehicles  Driver must follow traffic management plan |                          | 14.56      |                    |
|     |               | US IMMEDIATELY IF THIS T BE SHIPPED COMPLETE : 04/06/15   | SHIPPING<br>TAX<br>OTHER | subtotal   | 4,025.55<br>805.11 |
|     | ON ON BEI ONE | . 04/00/10  | OHILI                    | TOTAL      | £ 4,830.66         |

Harley Curtain Wall Ltd C/O Rydon SHIP TO:

Grenfell Tower Grenfell Road London

CONTACT:

W11 1TQ Taff -APPROVED BY

Ben Bailey 26/05/15 DATE

SIG000SIG00000012/1

# SIG00000012/2

#### HARLEY CURTAINWALL LTD

#### TERMS AND CONDITIONS OF ORDER (edition 3 - March 2011)

The Terms and Condition of the Order shall take precedence over any terms and conditions, exclusions, or limitations contained in any of the supplier's or sub-contractor's conditions of sale, order acceptance, credit application conditions or any other documentation, regardless of the dates or sequence these were issued.

Unless the order is refused in writing within 24 hours of its issue, the order is deemed to have been accepted and its terms are binding

#### Extent of Order

The price on the Order is the only price that Harley will pay. No price increases in component prices, rates or lump-sums will be accepted for any reason.

Increase or decrease in quantities will be paid for on a pro-rata basis

This order is the sole responsibility of Harley Curtainwall Ltd, a Limited Liability Company Registered in England no. 03244209

#### Time is of the Essence

All items must be delivered in accordance with the date/programme/ lead-times attached to the order, or at a time specified by the authorised Harley Manager

The project is subject to Liquidated and Ascertained damages, in addition to any other direct costs and losses, which are passed on to the supplier or sub-contractor in the event of their default.

Any losses suffered by Harley as a result of late delivery or defective material, whether LADs are applied or not, will be passed to the supplier or sub-contractor.

#### Title of Goods

Title of goods, free from any charges or encumbrances, passes to Harley as soon as they are delivered to site, Harley's offices or third party premises as nominated by Harley

#### Payment

Payment will be made on Nett Monthly Account. i.e. 31 days (or other period to match the project's Main Contract payment period) from the end of the month in which the goods and services were supplied and the invoice was issued.

Payment for any disputed invoices will be held until the dispute is resolved.

#### Late Payment

Late payment of an invoice shall not constitute a breach of contract, unless the payment is more than 45 days past due payment date

In the event that the payment is late (but less than 45days past due) supply of materials may not be withheld. If materials are withheld any losses suffered by Harley as a result will be passed to the supplier

#### Termination by Harley

Harley may for any reason terminate the Order with the Supplier or Sub-Contractor by written notice. Harley will be liable only for the materials supplied to site in condition compliant with the specification, programme and order. There shall be no other liability whatsoever

Termination shall not reduce the liability the supplier or sub-contractor has to reimburse Harley for any damages or loss suffered by Harley as a result of the supplier's late deliveries, non-compliant products or inadequate performance

#### Termination by Supplier or Sub-Contractor

If Harley do not pay after 45 past due, the supplier or sub-contractor may terminate the order.

Harley will be liable only for the materials supplied to site in condition compliant with the specification, programme and order. There shall be no other liability whatsoever

Termination shall not reduce the liability the supplier or sub-contractor has to reimburse Harley for any damages or loss suffered by Harley as a result of the supplier's late deliveries, non-compliant products or inadequate performance

#### Right to withhold

Harley may withhold money for goods which have been supplied incorrectly, or for any loss Harley has suffered as a result of the supplier or sub-contractors default. Withholding of this money does not constitute late payment.

#### Credit Account

This order is placed on the understanding that the supplier has carried out all necessary checks and will provide a credit account at an amount suitable for this contract

Any delay is supplying the material as a result of any credit issue is the responsibility of the supplier or sub-contractor and they will be responsible for any and all losses suffered by Harley

#### Defective Material

Any loss suffered by Harley as a result of defective material will be fully paid for by the supplier whether the defect was apparent at construction phase or at any time within 12 years from the Practical Completion of the project

These costs are for the total costs to rectify the fault and include all material, access, labour and associated costs. Defective material, includes but is not limited too, incorrect manufacture, workmanship, incorrect design, in-service failure, lack of fitness for purpose, non-compliance with specification of building regulations

#### Liability

The costs resulting from any of the above which the supplier or sub-contractor owes to Harley shall be deducted from any money owed by Harley to the sub-contractor, whether on this or any other project. If the supplier or sub-contractor owes more money to Harley than it is due from Harley, the balance will be paid to Harley within 31 days from a Demand from Harley.

This money will be Personally Guaranteed, jointly and severally, by the Directors and appropriate managers and agent of the supplier or sub-contractor

#### Documentation of losses

Calculation of losses will be determined by Harley and will be issued within 28 days of these becoming clear. Failure to notify within 28 days does not remove the supplier's liability for any costs whatsoever. Full costs arising through the contract period will be notified within 60 days of Practical Completion Ongoing costs will be recorded and reported on a regular basis. Defects discovered within 12 years will be reported when they are discovered



# **Grenfell Tower (3482)**



# TRAFFIC MANAGEMENT PLAN Rev 1 / May 2014

Grenfell Tower Grenfell Road Notting Hill W11 1TQ

# Site set up

The site will be manned throughout the working times which are listed below.

The entrance will be kept closed at all times with a Rydon Gates Man present to receive deliveries to site.

Delivery Drivers will call the site on 07876 575040 approximately 1 hour before arrival so the site can make ready for their arrival.

### Vehicle Route to Site

Delivery vehicles visiting site must approach from the east along the B450 Ladbroke Grove.

At the crossroad junction adjacent to The Elgin public house and Lowercourt Rd Estate turn into the road opposite, Cornwall Cresent. Once in Cornwall Cresent follow the road over the mini roundabout to the end.

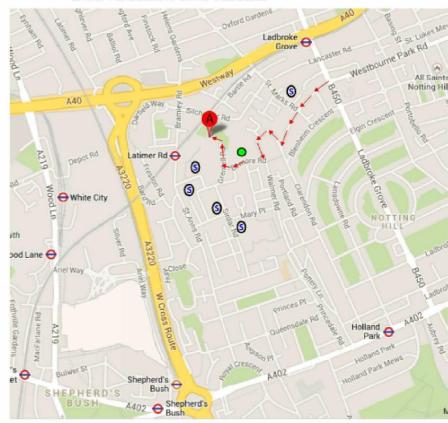
Turn right into Clarendon Road and follow the left bend around. Be aware Bouygues have a site on the right hand side. Turn right into Bomore Rd by The Foreland Medical Centre and follow to the end.

Then turn right into the estate road, Grenfell road and follow to the end. Our site entrance is on the right immediately after the corner. Stop outside. Our gateman will reverse you into our compound. Do not reverse until our gateman is with you!

Exit the site in the opposite direction you entered to Ladbroke Grove.

GRO SHE 64 Rev 01 / May 2013

## Site Location and Routes



## KEY

A = Site Location

= Traffic Route

## Local Hazards

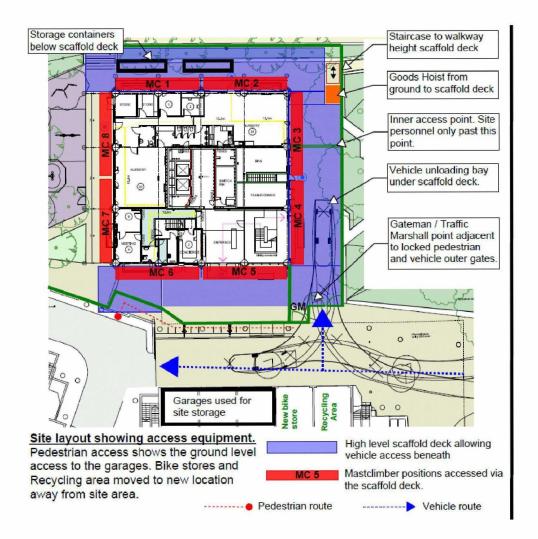
S = Local Schools & Nurseries

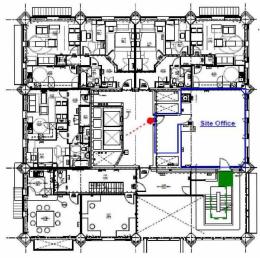
 Neighbouring Construction Site (Bouygues)





# SITE PLAN





#### Mezzanine Level

Site office based in new community room area. Doors opening out to Lift Lobby and external staircase.



Resident access from within the block to Reception and RLO's



Contractor & visitor access to site office from external staircase





# Site rules regarding deliveries

Site Speed Limit 5mph.

Deliveries will only be accepted between the hours of 09:30 and 14:00 Mon-Fri.

All deliveries that do not keep to the Traffic Management Plan will be turned away with no abortive costs to Rydon.

All Pedestrians must keep within the pedestrian walkways shown on the Site Plan.

All drivers must report to the gateman.

All vehicles movements within the construction area must be under the guidance of a banksman at all times.

All reversing commercial vehicles must have an audible warning device, if not available a banksman must oversee all vehicle movements.

All drivers must wear PPE while on site this includes safety helmet, hi-vis clothing, gloves and boots plus other PPE as directed by the RAMS for the activities being carried out.

Delivery of heavy, awkward loads or fuel must have an agreed Risk Assessment Method Statement signed by Operational Management or the delivery may be rejected.

Depending on weather and site conditions all vehicles leaving site will require wheel washing.

No Parking across the site entrance.

There is no Site staff, contractor or visiting car parking available on site.

All vehicles must be parked off the road for unloading.

Correct documentation for vehicles with Hiab, including thorough examination certificates and driver competency to operate the machinery.

Appropriate fall arrest equipment to be available if the vehicle does not have side guards.