



PURCHASE TERMS & CONDITIONS

I. Definitions

In these Terms and Conditions:

- Company means Lil Fire Ltd.
- Supplier means the organisation or individual supplying goods or services to the Company.
- Purchase Order means the Company's written order for goods or services.
- Goods means all equipment, materials, or products supplied.
- Services means any services provided to the Company, including consultancy, labour, subcontract works, or specialist support.

2. Basis of Contract

2.1 These Terms and Conditions apply to all purchases made by the Company and shall prevail over any terms proposed by the Supplier.

2.2 A binding contract shall be formed when the Supplier accepts a Purchase Order issued by the Company, whether expressly or by performance.

2.3 No variation to these Terms shall be binding unless agreed in writing by the Company.

3. Purchase Orders

3.1 All purchases must be authorised by the Company and issued by formal Purchase Order.

3.2 The Supplier shall supply the Goods or Services strictly in accordance with the Purchase Order and any referenced specifications or documents.

3.3 Any discrepancies must be notified to the Company immediately.

4. Price and Payment

4.1 Prices stated in the Purchase Order are fixed unless otherwise agreed in writing.

4.2 Prices are exclusive of VAT unless stated otherwise.

4.3 Invoices must quote the Purchase Order number and shall be submitted after delivery of Goods or completion of Services.

4.4 Payment terms are 30 days from receipt of a valid invoice unless otherwise agreed.

5. Delivery of Goods

5.1 Goods shall be delivered to the location and by the date specified in the Purchase Order.

5.2 Time for delivery is of the essence.

5.3 The Company reserves the right to reject Goods that are damaged, defective, incomplete, or not in accordance with the Purchase Order.

5.4 Title and risk in the Goods shall not pass to the Company until delivery has been completed and accepted.

6. Provision of Services

6.1 Services shall be carried out with reasonable skill, care, and diligence, in accordance with good industry practice.

6.2 The Supplier shall ensure that personnel are competent, suitably qualified, and authorised to carry out the Services.

6.3 The Company may require evidence of competence, training, or certification where relevant.

7. Compliance and Standards

7.1 The Supplier shall comply with all applicable laws, regulations, standards, and codes of practice.

7.2 Where applicable, Goods and Services shall comply with relevant British Standards, European Standards, and industry certification requirements.

7.3 The Supplier shall comply with the Company's Health and Safety, Quality, and Environmental policies when working on behalf of the Company.

8. Inspection and Acceptance

8.1 The Company reserves the right to inspect Goods and Services at any reasonable time.

8.2 Acceptance shall not be deemed to have occurred until the Company has had a reasonable opportunity to inspect the Goods or Services.

8.3 Acceptance does not waive the Company's rights in respect of latent defects or non compliance.

9. Warranties

9.1 The Supplier warrants that Goods shall be of satisfactory quality, fit for purpose, and free from defects.

9.2 The Supplier warrants that Services shall be performed in accordance with the Purchase Order and these Terms.

9.3 These warranties are in addition to any statutory rights.

10. Liability and Indemnity

10.1 The Supplier shall be liable for all losses, damages, costs, and expenses arising from defective Goods, poor workmanship, or breach of contract.

10.2 The Supplier shall indemnify the Company against claims arising from injury, loss, or damage caused by the Supplier's acts or omissions.

10.3 Nothing in these Terms limits liability for death or personal injury caused by negligence.

11. Insurance

11.1 The Supplier shall maintain appropriate insurance cover, including public liability and professional indemnity where applicable.

11.2 Evidence of insurance shall be provided upon request.

12. Confidentiality

12.1 All information provided by the Company shall be treated as confidential and shall not be disclosed without prior written consent.

12.2 This obligation survives termination of the contract.

13. Termination

13.1 The Company may terminate a Purchase Order at any time by written notice if the Supplier breaches these Terms.

13.2 On termination, the Company shall only be liable for Goods or Services satisfactorily delivered up to the termination date.

14. Assignment and Subcontracting

14.1 The Supplier shall not assign or subcontract any part of the contract without the Company's prior written consent.

15. Governing Law

15.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales.

15.2 The courts of England and Wales shall have exclusive jurisdiction.