



TERMS AND CONDITIONS OF SALE

Duncan & Associates is the trading name of D H Mole Ltd

1. All prices quoted are valid for 30 days from the date of the quotation and include delivery and packing costs. The quoted price shall be fixed and shall be the full remuneration to Duncan & Associates for the supply of the equipment once an order is placed by the customer.
2. All prices quoted, unless otherwise stated, are subject to VAT at the standard rate.
3. Valid VAT numbers from clients ordering equipment who are resident in EU countries will be required with any order.
4. Where customers outside of the UK wish to arrange the collection of the goods from Duncan & Associates, full documentation will be required by Duncan & Associates as evidence of export for HM Customs & Excise (UK). Failure to produce such documentation will result in the customer having to pay the full amount of UK VAT at the prevailing rate.
5. Where an order is not placed by the customer within the validity period of the quotation, Duncan & Associates reserves the right to alter the specifications for the apparatus and equipment, and the prices for that said apparatus and equipment accordingly.
6. On receipt of an order by the customer Duncan & Associates shall confirm acceptance within three (3) working days and will provide an estimated delivery date for the equipment.
7. Within 10 working days of submission of our order, the customer will send you a unique Purchase Order (PO) Number. Duncan & Associates must be in receipt of a valid PO Number before submitting an invoice to the customer.
8. The equipment will conform in all respects to the specifications, drawings and descriptions provided in the quotation, be free from design defects and be fit for the purpose specified in the customer's order.
9. Duncan & Associates must, in connection with provision of the equipment:
 - (a) comply with all applicable law;
 - (b) comply with the relevant social or environmental strategies, policies, commitments, targets, plans or requirements that apply to and are set out in the Annex 1
 - (c) use reasonable endeavours to comply and procure that its subcontractors comply with the Supplier Code of Conduct appearing at:
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf
10. Duncan & Associates will provide instructions on assembly and the proper use of the equipment but cannot accept any responsibility for the misuse of items of equipment, or any damage or injury which arises as a consequence of the equipment being misused.

11. Duncan & Associates accepts no responsibility for the customers' inability to follow any instructions provided regarding the operation or deployment of any equipment manufactured or supplied by Duncan & Associates, nor any modifications made to the equipment by the customer, or third parties, for whatever purpose.
12. Duncan & Associates shall not be responsible for any injury, loss, damage, cost or expense suffered by the customer if and to the extent that it is caused by the negligence or wilful misconduct of the customer or by breach by the customer of its obligations under this agreement.
13. Insurance claims on goods damaged in transit which are immediately apparent on delivery will be void if the goods are signed for without being checked first.
14. Any equipment found to be damaged upon delivery must be brought to the attention of Duncan & Associates within three working days from the date of delivery, and details must be forwarded in writing.
15. Any goods collected from Duncan & Associates by the customers agents will not be covered by Duncan & Associates transit insurance.
16. Duncan & Associates does not operate a returns policy for goods ordered unless they are found to be damaged on arrival or fail to meet the requirements set out in clause 8 above. In the event of the latter the customer shall notify Duncan & Associates no later than twenty (20) days after delivery.
17. Should any item, or items, of equipment which are dispatched by Duncan & Associates be mislaid/lost whilst in transit (by whatever means) and as a result give rise to an insurance claim, the replacement, or financial refund can only be undertaken once the insurance settlement has been completed and financially settled in full. Should such settlement not be made within sixty (60) days from the date of the loss the customer shall be entitled to cancel the order and sums already paid to Duncan & Associates shall be refunded in full.
18. When ordering nets, please clearly state in microns, the net size required.
19. When ordering other equipment, a full description of the equipment required must be written onto the official order.
20. The customer's preference is for all invoices to be sent electronically, quoting a valid Purchase Order Number (PO Number), to:

Finance@cefas.co.uk

Alternatively, you may post to:

Cefas
Pakefield Road
Lowestoft
Suffolk
NR33 0HT

21. Payment of invoices must be received by Duncan & Associates within 30 days of the date of the invoice. Duncan & Associates reserves the right to charge 3% per day on the gross amount of any invoice that is not paid within 28 days.
22. Duncan & Associates must ensure that its subcontractors and supply chain are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the customer can publish the details of the late payment or non-payment.
23. If the customer, acting reasonably, is concerned either:
 - (a) as to the financial stability of Duncan & Associates such that it may impact on the continued performance of the agreement; or

(b) as to the sustainability or health and safety conduct of Duncan & Associates, subcontractors and supply chain in the performance of the agreement;

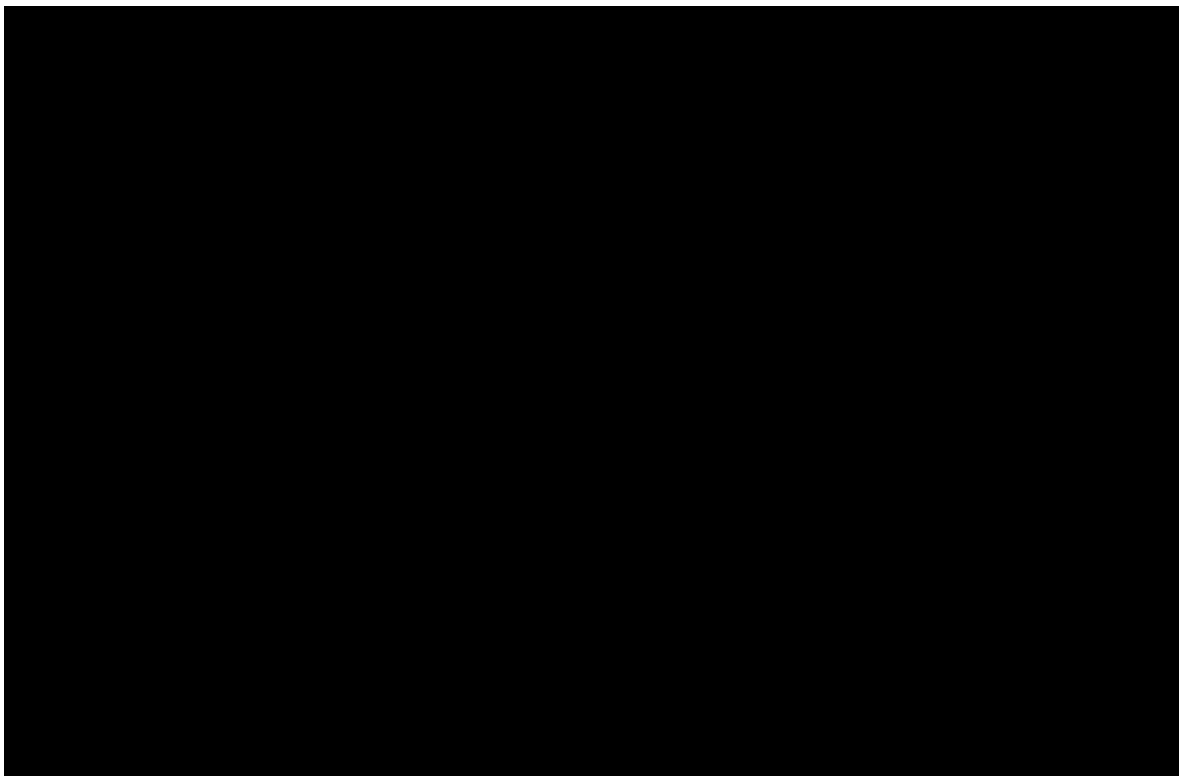
then the customer may:

- (i) require that Duncan & Associates provide to the customer (for its approval) a plan setting out how Duncan & Associates will ensure continued performance of the contract (in the case of (a)) or improve its sustainability conduct or performance (in the case of (b)) and Duncan & Associates will make changes to such plan as reasonably required by the customer and once it is agreed then Duncan & Associates shall act in accordance with such plan and report to the customer on demand
- (ii) if Duncan & Associates fails to provide a plan or fails to agree any changes which are requested by the customer or materially fails to implement or provide updates on progress with the plan, terminate the agreement immediately for material breach (or on such date as the customer notifies).

- 24. Notwithstanding any other provision of this agreement the customer has the right to terminate the contract at any time without reason or liability by giving Duncan & Associates not less than 45 days' written notice provided that the customer shall be liable to compensate Duncan & Associates for all necessary direct costs incurred prior to the date of such termination as a result of such termination.
- 25. New customers will be expected to pay for goods in advance with order on a pro-forma basis.
- 26. Overseas customers will be asked to pay in advance of manufacture of the goods.
- 27. Neither party shall have any liability under or be deemed to be in breach of the agreement for any delays or failures in performance of the agreement which result from circumstances beyond the reasonable control of the party affected. Each party shall promptly notify the other party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 30 days, either Party may cancel the order by written notice to the other party.
- 28. Any order received by Duncan & Associates is taken as confirmation of the customers' acceptance of these Terms and Conditions of Sale, irrespective of the customers' own purchasing and procurement conditions.
- 29. Should any customer require documentation other than assembly/ instructions manuals, packing list and commercial invoice, Duncan & Associates reserve the right to levy additional administration charges.
- 30. Certificates of Origin and related administration charges will be charged at £150.00, Middle East Certificates of Origin will be charged at £280.00.
- 31. Agreement must be reached with Duncan & Associates as to what documentation and wording thereon is required by the customer, and documented in the customers order to Duncan & Associates.
- 32. Duncan & Associates can only accept written orders and regrets it is not able to act merely on verbal instructions.
- 33. Equipment supplied by Duncan & Associates is not to be copied by customers or any third parties the customer provides the equipment to.
- 34. Except as otherwise explicitly permitted by this agreement, once a customer's order has been placed, and work officially commenced, cancellation of the goods will not be accepted and full payment will still be expected under these Terms and Conditions of Sale.
- 35. Payments are only acceptable in pounds sterling, unless otherwise agreed in writing.

36. To cover bank charges on overseas payments, a charge of £25.00 will be added to the invoice for any overseas payments made direct into Duncan & Associates bank account.
37. The customer may require Duncan & Associates to ensure that any person employed in the delivery of the equipment has undertaken a Disclosure and Barring Service check. Duncan & Associates shall ensure that no person who discloses that they have a conviction that is relevant to the nature of the contract, relevant to the work of the customer, or is of a type otherwise advised by the customer (each such conviction a "Relevant Conviction"), or is found by Duncan & Associates to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the equipment.
38. Duncan & Associates must tell the customer within 48 hours if it receives a Request For Information.
39. Within the required timescales Duncan & Associates must give the customer full co-operation and information needed so the Authority can:
 - (a) comply with any Freedom of Information Act (FOIA) request;
 - (b) comply with any Environmental Information Regulations (EIR) request.
40. The customer may talk to Duncan & Associates to help it decide whether to publish information under clauses 38 and 39. However, the extent, content and format of the disclosure is the Authority's decision, which does not need to be reasonable.
41. Any disputes arising from the supply of equipment or services by Duncan & Associates, will be dealt with under English law.
42. Duncan & Associates is the trading name for D H Mole Ltd.

Due to the prevailing uncertain global economic climate, Duncan & Associates reserves the right to request a deposit from customers in certain instances i.e. against an order for tailor made items, high value products, or items with long manufacturing lead times (but not exclusively).



Annex 1

1 Sustainability

- 1.1 The Supplier must comply with the contractor's Sustainability Requirements set out in this Annex. Duncan & Associates must ensure that all its staff and subcontractors who are involved in the performance of the agreement are aware of these requirements.
- 1.2 The customer requires its suppliers and subcontractors to meet the standards set out in the Supplier Code of Conduct in accordance with clause 9 of the agreement.
- 1.3 Duncan & Associates must comply with all applicable legislation.

2 Human Rights

- 2.1 The customer is committed to ensuring that workers employed within its supply chains are treated fairly, humanely, and equitably. The customer requires Duncan & Associates to share this commitment and to take reasonable and use reasonable and proportionate endeavours to identify any areas of risk associated with this agreement to ensure that it is meeting the International Labour Organisation International Labour Standards which can be found online - Conventions and Recommendations (ilo.org) and at a minimum comply with the Core Labour Standards, encompassing the right to freedom of association and collective bargaining, prohibition of forced labour, prohibition of discrimination and prohibition of child labour.
- 2.2 Duncan & Associates must ensure that it and its sub-contractors and its or their supply chain:
 - 2.2.1 pay staff fair wages and
 - 2.2.2 implement fair shift arrangements, providing sufficient gaps between shifts, adequate rest breaks and reasonable shift length, and other best practices for staff welfare and performance.

3 Equality, Diversity and Inclusion (EDI)

- 3.1 Duncan & Associates will support the customer to achieve its Public Sector Equality Duty by complying with the Authority's policies (as amended from time to time) on EDI. This includes ensuring that Duncan & Associates, its staff, and its subcontractors in the delivery of its obligations under this agreement:
 - 3.1.1 do not unlawfully discriminate either directly or indirectly because of race, colour, ethnic or national origin, disability, sex, sexual orientation, gender reassignment, religion or belief, pregnancy and maternity, marriage and civil partnership or age and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010;
 - 3.1.2 will not discriminate because of socio-economic background, working pattern or having parental or other caring responsibilities;
 - 3.1.3 eliminates discrimination, harassment, victimisation, and any other conduct that is prohibited by or under the Equality Act 2010;

- 3.1.4 advances equality of opportunity between people who share a protected characteristic and those who do not;
- 3.1.5 foster good relations between people who share a protected characteristic and people who do not share it;
- 3.1.6 identifies and removes EDI barriers which are relevant and proportionate to the requirement; and
- 3.1.6 shall endeavour to use gender-neutral language when providing the equipment and in all communications in relation to the agreement.

4 Environment

- 4.1 Duncan & Associates shall ensure that any equipment is designed, sourced, and delivered in a manner which is environmentally responsible and in compliance with paragraph 1.3 of this Annex;
- 4.2 In performing its obligations under the agreement, Duncan & Associates shall to the reasonable satisfaction of the customer ensure the reduction of whole life cycle sustainability impacts including;
 - 4.2.1 resilience to climate change;
 - 4.2.2 eliminating and/or reducing embodied carbon;
 - 4.2.3 minimising resource consumption and ensuring resources are used efficiently;
 - 4.2.4 avoidance and reduction of waste following the waste management hierarchy as set out in Law and working towards a circular economy;
 - 4.2.5 reduction of single use consumable items (including packaging), and avoidance of single use plastic in line with Government commitments;
 - 4.2.6 environmental protection (including pollution prevention, biosecurity and reducing or eliminating hazardous substances; and
 - 4.2.7 compliance with Government Buying Standards applicable to Deliverables and using reasonable endeavours to support the Authority in meeting applicable Greening Government Commitments.

5 Social Value

- 5.1 Duncan & Associates will support the customer in highlighting opportunities to provide wider social, economic, or environmental benefits to communities through the delivery of the agreement.
- 5.2 Duncan & Associates will ensure that supply chain opportunities are inclusive and accessible to:
 - 5.2.1 new businesses and entrepreneurs;
 - 5.2.2 small and medium enterprises (SMEs);

- 5.2.3 voluntary, community and social enterprise (VCSE) organisations;
- 5.2.4 mutuals; and
- 5.2.5 other underrepresented business groups.

