

PURCHASE ORDER TERMS AND CONDITIONS

1. "Buyer" means the company stated on the front of this Purchase Order.
2. "Seller" means the person, firm or company to whom this Purchase Order is addressed.
3. "Goods" means the subject of this Purchase Order and all services, components and materials to be incorporated therein or ancillary thereto and all articles, material, supplies, drawings, data, documentation specified or required and all design carried out as part of this order and all property rights in such design and all services including delivery, installation, testing and commissioning as required by Buyer.
4. This Purchase Order represents the complete agreement between Buyer and Seller. No waiver or exception to any of the terms, conditions, or provisions contained in the Purchase Order shall be valid unless specifically agreed to by Buyer in writing. Seller's terms and conditions, if not in accordance with the terms and conditions of this Purchase Order, are valid only if specifically agreed to by Buyer in writing.
5. Only orders placed on Buyer's official Purchase Order forms in accordance with these terms and conditions shall be deemed binding on the Buyer.
6. Buyer reserves the right to cancel any portion of this Purchase Order, without compensation to Seller, if delivery is not made as specified.
7. No charge will be allowed for packing, crating, drayage, or storage without Buyer's written permission.
8. Goods delivered in excess of amount called for in this Purchase Order may be refused and returned at Seller's expense.
9. No variations to an order can be accepted without the prior express agreement in writing of the Buyer's authorised Purchasing Officer.
10. Payment shall be made end month following receipt by Buyer of a correctly prepared and properly documented invoice, such invoices shall only be raised following receipt by Buyer of the Goods.
11. Seller shall not assign this Purchase Order or any part thereof without the written consent of the Buyer. Such consent shall not release Seller from its obligations and liabilities hereunder.
12. Payment for the Goods covered by this Purchase Order shall not constitute acceptance thereof. All Goods are received subject to Buyer's inspection and rejection. In this case of Goods especially fabricated for Buyer, Buyer shall have the right to inspect and test such Goods prior to delivery. Goods which are not in accordance with Buyer's specification will be held for Seller's instructions and at his risk and expense. If instructions are not received within fifteen (15) days after notice of rejection, the Goods may be returned at Seller's expense. No goods returned shall be replaced without Buyer's written permission.
13. Seller will at the option of the Buyer, repair or replace, free of charge, Goods damaged or lost in transit or rejected by the Buyer provided the Buyer shall give the Seller written notification of such damage within a reasonable time.
14. Buyer reserves the right to suspend shipment or cancel the Purchase Order in whole or in part at any time where, such suspension or cancellation is caused by or results from Government intervention, embargoes, strikes, lock-outs, Force Majeure, storm tempest or other contingencies beyond the Buyer's reasonable control.
15. Seller warrants that all Goods and services furnished hereunder shall be of the quality and to the specifications stated herein, and free from all defects in design, workmanship and materials for a period of one year from the date of delivery to Buyer. In the absence of specification, all Goods shall be of best quality. Where British Standard specifications are referred to, they should be interpreted as the minimum standard.
16. If Seller receives drawings or material from Buyer for the execution of this Purchase Order, Seller is fully responsible for proper handling, care and storage of such drawings or material. Seller shall promptly return to Buyer all such drawings or material not consumed in the performance of this Purchase Order.
17. All drawings or other documentation supplied by the Buyer is supplied on the express understanding that seller will not, without written consent of the Buyer, divulge the contents, loan, exhibit or sell any such information, extracts or copies thereof to any third party.
18. Where the Purchase Order specified the requirement for Goods to be supplied complete with material certificates, letters of conformity, etc, then such Goods shall be delivered complete with the relevant documentation. Failure to comply with this requirement may result in the Goods being rejected by the Buyer at the point of receipt.
19. Buyer will not accept responsibility for any purchases or hires unless all delivery and collection notes are signed by Buyer's Representative.
20. Buyer will not accept responsibility for any cost of repairs carried out by Seller on plant or equipment returned off-hire unless authorised in writing by Buyer's Representative prior to repairs being carried out.
21. Delivery dates contained within this order shall be considered to be of the essence unless specifically agreed otherwise in writing by Buyer.
22. The above Terms and Conditions shall be governed by, construed and interpreted in accordance with the English Law.
23. Patents and Copyright
 - (a) The Supplier shall fully indemnify the Company against any action, claim, demand, costs or expenses arising out of or in connection with any infringement or alleged infringement of any letters patent registered design trade mark or trade name or other intellectual property right by reason of the Company's possession, use or sale of the Supplies provided that this indemnity shall not apply to any infringement or alleged infringement which is due to the Supplier having used any item supplied by the Company as set out in Clause 9 or
 - (b) The Company will be entitled to the copyright subsisting in the Supplies commissioned under this order and will accordingly be entitled to use the same for any purpose without further payment.
24. Inspection
 - (a) The Company or its nominee shall have the right to test and inspect the Supplies at the Supplier's premises or elsewhere at the Company's discretion at all stages of the execution and the Supplier shall afford all reasonable facilities and assistance free of cost to the Company and/or its nominee. The Company shall have the right to reject all or any part of the Supplies that it considers defective in workmanship material or design.
 - (b) Any portion of the supplies so rejected shall be immediately replaced or repaired at the Supplier's expense. Any testing or inspection shall not relieve the Supplier of his obligations or liability hereunder. Any part replaced or repaired under this clause shall be re-tested at the expense of the Supplier.
 - (c) The Company reserves the right to gain access to the Supplier's premises at all reasonable times for the purpose of examining the Supplier's records and data in connection with the Supplier with a view where necessary to expediting the same.
25. Statutory and other Regulations
 - (a) The Supplier shall comply with each and every obligation whether imposed by common law, statute, statutory instrument regulation, bye law or otherwise and whether imposed upon the Company or the Supplier.
 - (b) Without prejudice to the generality of the preceding sub clause, the Supplier shall comply with any obligations imposed by the Health & Safety at Work Etc Act 1974 and any subordinate legislation or codes of practice made thereunder and without limitation to the fore-going shall keep the Company informed of any hazards which may be associated with any article or substance for use at work (as defined in the 1974 Act) and provided by the Supplier.
26. Control of substances Hazardous to Health Regulations 1988 (the "Regulations")

Where in the performance of its obligations under the Contract the Supplier, its sub-contractors, tradesmen or artisans intended either to supply to the Company, or to use any product which may or does contain substance(s) hazardous to health within the meanings of the Regulations (or any amendment thereto) the Supplier shall forthwith supply in writing full details both of such product and such substance(s).

 - (a) In case of supply, both to the address form which the Order originated and to the address to which the product is to be delivered.
 - (b) In case of use, both to the address for service shown on the Contract and to the site office. Such details will include in relation to both the product and the substance without limitation, details of any assessment or monitoring which has been carried out and any material concerned with information or training. The Supplier shall in addition supply promptly but no later than 7 days following the Company's written request any other documents or information relating to the produce which may be requested. In considering whether any product contains a substance which falls within the above Regulation the Supplier shall include any substance which may be comprised in the product and which may be released either by cutting, grinding, spreading or burning the product or by mixing or using the product with other products or by any other products or by any other means.