

TERMS AND CONDITIONS OF THE PURCHASE ORDER

1. DEFINITION

"The Contract" means inter alia the Specification, Bills of Quantities and Form of Contract between the Buyer and the Principal.  
 "The Contract Works" means the Works as defined in the Contract and of which the Goods form part.  
 "The Purchase Order" means the Agreement between the Supplier and Buyer consisting of the Purchase Order and any details or documents attached or referred to therein and the terms and conditions hereto but excluding any standard printed conditions of the Supplier that may be included in such other documents.  
 "The Goods" means the materials or goods so named on the front of the Purchase Order hereto.  
 "The Buyer" means the company, firm or person so named on the front of the Purchase Order.  
 "The Supplier" means the company, firm or person so named on the front of the Purchase Order.  
 "The Delivery Address" means the address so named on the front of the Purchase Order and is the address to which the Goods are to be supplied unless stated otherwise.  
 "The Principal" means the company, firm or person so named in the Contract with the Buyer.  
 "The Principal's Representative" means the person named as representing the Principal (or any successor appointed or otherwise agreed) under the Contract.

circumstances. The value of such Variations shall be added to or deducted from the price as the case may require. Save where a variation is instructed by the Principal's Representative or directed by the Buyer, the Supplier shall not make any Variation to the Goods without the prior written consent of the Buyer.

2. ACCEPTANCE

(a) Nothing contained in any document referred to in the Supplier's acceptance of the Purchase Order or any delivery note or other document supplied by the Supplier shall override or modify that which is contained in the Purchase Order. Any delivery to goods prior to the Supplier communicating acceptance of the Purchase Order shall constitute acceptance by the Supplier of the Purchase Order including the Terms and Conditions thereto.  
 (b) The supplier shall be deemed to have full knowledge of the provisions of the Contract (other than details of the Buyer's price thereunder) and other Contracts made by the Buyer in connection with the Works, and the Buyer shall if so requested by the Supplier provide the Supplier with a true copy of the Contract (less such details) at the Supplier's expense.  
 (c) The Buyer will so far as he lawfully can at the request of the Supplier, obtained for him any rights or benefits of the provisions of the Contract insofar as the same are applicable to the supply of the Goods and not inconsistent with the express terms of the Purchase Order but not further or otherwise.

6. PAYMENT AND VESTING OF GOODS

(a) The amounts due to the Supplier shall be the total value of the Goods correctly invoiced and properly completed and delivered to the Delivery Address and which value shall be ascertained by reference to the price adjusted in accordance with the Purchase Order less any previous payments and subject to the Retention's and/or Discount as provided for in the Purchase Order.  
 (b) A delivery note must accompany the Goods delivered by the Supplier. Where Goods are dispatched by an independent carrier, advice notes must be sent to the Delivery Address on or before the date of delivery. It is a condition of payment that all delivery notes be signed by an authorised employee of the Buyer.  
 (c) Goods must be separately invoiced. Each invoice shall be sent to the account address stated in the Purchase Order and shall quote the Purchase Order number.  
 (d) The Supplier shall be deemed not to have allowed his rates or price for any tax payable by him as a taxable person to the commissioners of Customs and Excise being VALUE ADDED TAX on taxable supplies.  
 (e) The Buyer and Supplier shall comply with the laws on VALUE ADDED TAX and those which concern the operation of such procedures.  
 (f) Unless otherwise agreed in writing by the Buyer the price shall include for appropriate and secure packaging and the return thereof and the cost of delivery to the Delivery Address.  
 (g) Payment by the Buyer of any monies to the Supplier shall not be construed as acceptance that any of the Goods are in accordance with the Purchase Order and payment shall not in any way impair or restrict any rights or remedies the Buyer may have under the Purchase Order or otherwise.  
 (h) Without prejudice to any other rights and remedies he may possess, the Buyer shall be entitled to deduct or withhold from monies payable to the Supplier any sum(s) which the Buyer has suffered, incurred or anticipates suffering or incurring due to a breach of or failure by the Supplier to observe the provisions of the Purchase Order by the Supplier.

3. SUPPLY OF GOODS

(a) The Supplier shall supply the Goods in accordance with the Purchase Order and in conformity with all reasonable directions of the Buyer and which Goods shall be of the quality and standard specified in the Purchase Order.  
 (b) Save where the provision of the Purchase Order otherwise required, the Supplier shall so supply the Goods that no act or omission of his in relation thereto shall contribute to any breach by the Buyer of any of his obligations under the Contract or any other Contracts made by the Buyer in connection with the Works and the Supplier shall, save as aforesaid, assume and perform hereunder all the obligations and liabilities of the Buyer in connection with the Works in relation of the Supply of the Goods.  
 (c) Where it is necessary for the proper execution of the supply of Goods for working/shop drawings to be prepared by the Supplier, it shall be entirely the responsibility of the Supplier to prepare and where necessary, secure the relevant approvals of such drawings in good time such that the Supplier confirms to the obligations as to the delivery of the Goods specified in the Purchase Order.  
 (d) The Supplier shall be deemed to have satisfied himself before the award of the Purchase Order as to the extent and nature of the Goods to be provided and the requirements of the Buyer.  
 (e) The Supplier and his sub-contractors shall make or allow persons duly authorised by the Principal's Representative or Buyer to have access to any premises in the control of the Supplier to make any inspections or tests which they may reasonably require, the cost of which shall be borne by the Supplier.  
 (f) The Supplier shall not assign or sub-let the whole or any part of the manufacture or supply of the Goods without the written consent of the Buyer. In the event of such consent the Supplier shall remain entirely responsible to the Buyer for the Goods.

7. DELIVERY AND SHORTAGES

(a) Delivery of the Goods to the Delivery Address shall be commenced and completed on the date(s) and within the period(s) specified on the Purchase Order subject only to any fair and reasonable extension of time granted by the Buyer for breach of the Purchase Order by the Buyer or for the occurrence of any of the events set out in the Contract for which the Buyer is entitled to receive an extension of time for completion of the Contract, provided always that it shall be a condition precedent to the Supplier's right to an extension of the said date(s) or period(s) that he shall give written notice to the Buyer the circumstances which is delaying him within 7 days of such delay first occurring together with full and detailed particulars justifying the period of extension claimed in order that he claim may be investigated at the time.  
 (b) The Goods or any part thereof delivered to, placed on or adjacent to the Delivery Address by the Supplier shall become the property of the Buyer and shall not be removed except for use on the Contract Works unless the Buyer has consented in writing to such removal.  
 (c) Without prejudice to clause 7(b) where in accordance with the Contract the value of the Goods or any part thereof has been included in any Interim Certificate under which the amount properly due to the Buyer has been discharged by the Principal such Goods shall become the property of the Principal and the Supplier shall not deny that such Goods are and have become the property of the Principal.  
 (d) No responsibility is accepted by the Buyer to notify the Supplier of non-delivery or shortages within any specified time period.

4. SUPPLIER'S DEFAULT

(a) The Supplier shall be liable for and shall indemnify and save harmless the Buyer against any expenses, liability loss, claims or proceedings whatsoever arising out of or by reason of the carrying out of the supply of the Goods and to the extent that the same is due to any negligence, breach or statutory duty, omission or default of the Supplier.  
 (d) Without prejudice to any other rights and remedies, the Buyer may possess the Supplier shall make good by replacement or otherwise as directed by the Buyer any defects or imperfections in the Goods as the Buyer is liable to make good under the Contract for the like period and otherwise upon the terms as the Buyer is liable so to do under the Contract and the Supplier shall bear any damage, loss or expense reasonably incurred by the Buyer as a consequence or such defects or imperfections.

8. BUYER'S REMEDIES

Without prejudice to any other rights or remedies he may possess, the Buyer may at any time by written notice to the Supplier forthwith determine the supply under the Purchase Order. This Purchase Order shall forthwith be automatically determined if the Buyer's employment under the Contract is determined or the Supplier becomes bankrupt or goes into liquidation or receivership or the like.

9. QUANTITIES

Where the quantities set out in the Purchase Order are stated to be approximate no guarantee is given by the Buyer that the full approximate quantity will be taken up and the Buyer will pay only for the Goods actually taken up at the price per quantity stated on the Purchase Order.

10. HEALTH & SAFETY AT WORK ACT

(a) The Supplier shall comply with and work to the Buyer's Health & Safety Policy and in addition comply with the Health and Safety at Work Act 1974, the Control of Pollution Act 1974 and the Environmental Protection Act 1990 together with any subsequent re-enactments thereof and any subsequent legislation concerning Health, Safety or Environmental matters.  
 (b) Without prejudice to Clause 10(a) the Supplier warrants that:-  
 (i) it has prior acceptance of the Purchase Order notified the Buyer of any risk to safety or health inherent in the Goods or likely to arise in their use and;  
 (ii) it will on or prior to delivery of the Goods, provide adequate information or instruction to the Buyer to ensure that the Goods when used, may be used without risk to safety or health.

5. VARIATION

(a) The Buyer may issue to the Supplier any written instruction of the Principal's Representative issued under the Contract affecting the supply of Goods (including the ordering of any Variation) and may issue any reasonable direction in writing to the Supplier in regard to the supply of Goods.  
 (b) The Supplier shall forthwith comply with any written instruction or direction referred to in Clause 5(a). If, within 7 days after receipt of a written notice from the Buyer requiring compliance with a written instruction of the Principal's Representative or a direction of the Buyer the Supplier does not begin to comply therewith, then the Buyer may employ and pay other persons to comply with such instructions or directions and all costs incurred in connection with such employment may be deducted from any monies due or to become due to the Supplier under the Purchase Order or shall become recoverable by the Buyer from the Supplier as a debt.  
 (c) Save as to the extent that a Variation is necessitated by the Supplier's default then all Variations to the Goods instructed by the Principal's Representative or directed by the Buyer shall be valued by reference to the rates and prices (if any) specified in this Purchase Order for the like or analogous Goods, but if there are no such rates and prices or if they are not applicable then such value shall be such as is fair and reasonable in all

11. QUALITY ASSURANCE

The Supplier is advised that the Buyer operates a Quality Management System in line with BS EN ISO 9000 (formerly BS 5750) and the Supplier is to comply with the requirements of this system and those of the Buyer insofar as they relate to the supply of the Goods and is required to submit details of his quality plan which shall address and acknowledge provisions for operating in accordance with those requirements.

12. INTERPRETATION OF THE PURCHASE ORDER CONDITIONS

The law of England shall be the proper law applicable to the Purchase Order and a dispute or difference hereunder shall be subject to the jurisdiction of the English Courts.