

Conditions of Purchase Order

1. In these conditions:
 - (a) **"the Company"** means the company named on the order attached, whom the order is placed by;
 - (b) **"the Supplier"** means the person, firm, company, or other entity to which this order is addressed;
 - (c) **"the Goods"** means and includes materials, goods, machinery, apparatus, instruments, articles, and parts, or services to be provided or work to be done under this Order. All Goods shall be fit for the purpose as intended by the Company.
2. No person is authorised to amend this Order in any respect (except authorised personnel of the Company on matters concerning delivery times) other than by the written instruction on a further Purchase Order. No claim for payment shall be valid unless supported by an official Order and related Delivery Note signed by the Company. Invoices must be rendered separately for each site. The Company's Order number must clearly be quoted in all correspondence, including invoices and delivery notes.
3. The Company reserves the right to cancel this order at any time, in whole or in part, should the Supplier fail to comply with one or more of these Conditions and any other requirements of this Order and any proper variation thereof.
4. The quality of the Goods supplied against this Order are to be to the approval of the Company and all goods shall comply with the requirements of either the National House Building Council or the relevant British Standard Specification, whichever is the more stringent standard relating to the Goods. The Goods shall be supplied in accordance with the description contained in the Order. If the said description is incomplete or insufficient the Supplier must request further written confirmation from the Company.
5. Where or to the extent that the Company operates Quality Control/Management procedures which require stage checks to verify and record compliance with this Order, whether on or off the premises of the Supplier, then the Supplier shall co-operate with the Company in implementing those procedures and by providing documentation reasonably required to record verification.
6. The Supplier shall indemnify the Company against all loss, damage and expense resulting from any and every infringement of Patent, Copyright, Registered Design or Trademark resulting from the purchase and/or use and/or supply of the Goods against this order. The Supplier hereby grants to the Company an irrevocable exclusive royalty-free licence to copy and use all plans, photographs, illustrations, designs, documents, film and any other media or information prepared by or on behalf of the Supplier and can reproduce the contents of it in whole or in part for any purpose in connection with or associated with the Company's business and such licence shall carry the right to grant sub-licences and shall be transferable in whole or in part to third parties.
7. For all Goods to be paid for by weight, authenticated weight tickets must accompany delivery notes, the cost of obtaining such tickets must be borne by the Supplier. The Supplier shall ensure that all vehicles making deliveries of sand, aggregate, hardcore, ashes, soil and the like, shall comply with the weights and measures act and road transports act for the time being in force and any regulations made thereunder.
8. The price stated in the Order shall include all charges for packaging and delivery to site, and all and any liability for loss of or damage to the Goods shall remain with the Supplier until such delivery has been properly accepted by an authorised employee of the Company.
9. The Supplier shall deliver with each consignment of Goods such written information as may reasonably be necessary for the proper handling, use, processing and storage of the Goods without risk of damage or injury to persons or property.
10. Delivery shall be of the whole or such part of the Goods, and at such time or times, as shall be directed by the Company.
11. The Supplier shall make good by replacement or otherwise any defects in the Goods supplied and shall bear any expenses incurred by the Company as a consequence of such defects.
12. Payment for the goods shall be made at the end of the month following the month in which the delivery shall have been completed in accordance with clause 10 hereof. The company accepts no obligation to pay for goods, whether used or not, which are delivered to the site or sites as the case may be, and are in excess of the quantity hereby ordered.
13. The Supplier shall not for the purpose of publication take nor permit to be taken any visual records nor make any other publication in connection with the supply of goods or services to the Company unless written permission has been obtained from the Company.
14. Any breach on the Suppliers part of any of the express or implied terms and conditions herein contained, either as to delivery of the whole or part of otherwise (and whether or not the goods or any part thereof shall have been accepted by the company or the title therein passed by the company), shall entitle the Company in its discretion and without prejudice to any other of its rights or remedies to treat the contract as having been repudiated or to treat such breach as a breach of warranty giving rise to a claim for damages.
15. No waiver by the Company of any breach of these conditions shall be effective or binding on the Company unless expressed in writing and any waiver so expressed shall not limit or effect the company's right with respect to any other or future breach.
16. If the Supplier shall have bankruptcy proceedings commenced against him or if the Supplier as a company enters into liquidation or have a provisional liquidation or a receiver or administrator appointed or enters into any arrangement or composition with its creditors, then the Company may determine this contract at any time thereafter and shall only be liable to pay for the goods as have been by that date properly delivered and shall be entitled to deduct from any money so payable any loss or expense as a result of such determination.
17. This Order or any part of it shall not be assigned or subcontracted without the Company's prior written consent. Any such consent shall not relieve the Supplier of any obligation to comply with these conditions. These conditions shall bind any permitted assigns and sub-contractors of the Supplier.
18. These conditions shall apply to all Orders of this Company to the Supplier unless expressly stated otherwise. Any terms and conditions to which the Supplier's tender quotation or acceptance of this order is made subject and hereby expressly excluded and no contract shall be made between the Supplier and this Company other than on the terms of these conditions. Any qualifications, variations, waiver or addition of these conditions by the Supplier will be inapplicable unless expressly accepted in writing signed by a duly authorised representative of this Company. These conditions must be strictly complied with by the Supplier not withstanding any waivers of this company's rights hereunder.
19. The rights of the Company under this order shall endure for and may be enforced by the Company and the company or person on whose behalf it placed this order, if any.
20. This Order shall be governed by and construed in accordance with English Law and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.