

PURCHASE ORDER CONDITIONS

1. These Conditions are the only condition upon which Sandwell College ("the Purchaser") is prepared to deal with its supplier of goods or services ("the Supplier") and they shall govern the order to the entire exclusion of any other express conditions. In these Conditions, unless the context otherwise requires, "goods" means all articles or materials the subject of this Order and described on or by reference to the Order Form. "Services" means the services or work the subject of this Order and described on or by reference to the Order Form and a "correct invoice" means a separate detailed invoice quoting the purchaser's order number and code number (if any) and setting out full particulars of the goods or services supplied and any discounts given.
2. This Order constitutes an offer on the part of the Purchaser and no order shall be concluded until the Supplier, either expressly by giving notice of acceptance to the Purchaser, or implied by fulfilling the Order in whole or in part, accepts the offer.
3. The price payable for the goods or the services shall be that stated on the Order Form and, unless otherwise so stated, shall be exclusive of any applicable Value Added Tax (which shall be payable by the Purchaser subject to receipt of a VAT invoice).
4. No increase in the price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior written consent of the Purchaser.
5. No invoice is to be dated or submitted by the Supplier prior to the date of receipt at the Purchaser's premises of the goods, or prior to the date upon which the services are provided.
6. Unless otherwise agreed in writing, the Supplier shall have no right to charge interest or any other additional sum on any account outstanding with the Purchaser.
7. The goods shall be delivered carriage paid to, and the services shall be performed at the address designated on the Order Form, or any such other address as the Purchaser may subsequently specify during the Purchaser's normal office hours.
8. The goods shall be delivered, and the services shall be performed, on the date or within the period specified on the Order Form.
9. Where a delivery date is specified on the Order Form, the Supplier shall not deliver the goods before that date, unless the Purchaser gives its prior consent. If the Supplier attempts to deliver goods (or part of them) before the delivery date without obtaining its consent, the Purchaser reserves the right to refuse such delivery without liability for any charges incurred by the Supplier.
10. Time shall be of the essence of this order. Without prejudice to any other rights which it may have, the Purchaser reserves the right to cancel the Order in the event that delivery is not made or the services not performed in accordance with Condition 8 above, and to claim damages for any loss incurred in obtaining the goods or services from another supplier.
11. The Purchaser shall not be deemed to have accepted the goods until the Purchaser has had reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the goods has become apparent.
12. The Purchaser reserves the right to mark the goods immediately upon delivery. This is undertaken for the purpose of security and the Purchaser shall not thereby be deemed to have accepted the goods, nor shall the Supplier be entitled to raise an objection on this ground to any subsequent rejection of goods.
13. The Supplier shall supply the Purchaser on delivery of the goods with all operating and safety instructions and other information as are necessary for the safe operation of the goods.

14. The Purchaser shall not be obliged to return to the Supplier any packaging or packing materials for the goods, whether or not any goods are accepted by the Purchaser.
15. The Supplier shall provide the Purchaser with such invoices, advice notes, delivery notes, statements and other documentation as the Purchaser may, from time to time, specify (in particular, and without prejudice to the generality of the foregoing).
16. Each delivery of goods must be accompanied by a delivery note, setting out full particulars of the goods and quoting the Purchaser's order number and code number (if any).

EXCESS DELIVERY

17. If goods are delivered to the Purchaser in excess of the quantities ordered, the Purchaser shall not be bound to pay for the excess and any excess will be and remain at the Supplier's risk and will be returnable at the Supplier's expense.

WARRANTIES AND INDEMNITY

18. The Supplier warrants to the Purchaser that the goods:-

18.1 will be of merchantable quality and fit for any purpose held out by the Supplier or made known to the Supplier by the Purchaser;

18.2 will be of the very best quality and free from defects in design, material and workmanship;

18.3 will comply in every respect with any specifications, drawings, samples or descriptions provided by the Purchaser;

18.4 will be warranted for a period of twelve months from the date of delivery.

19. The Supplier warrants to the Purchaser that the services will be performed by appropriately qualified and trained personnel, with due care and diligence, to such high standard of quality as it is reasonable for the purchaser to expect in all the circumstances and will comply with all statutory requirements and regulations and voluntary codes of conduct relating to the provision of the services.

20. If any goods or services supplied under the order fail to comply with the warranties set out in Conditions 18 and 19, the Purchaser shall be entitled to avail itself of any one or more of the remedies listed in Condition 23 below.

21. The Supplier shall indemnify and keep the Purchaser indemnified in full from and against all direct, indirect or consequential liability, loss damages, injury, costs and expenses (including legal expenses) awarded against or incurred or paid by the Purchaser as a result or in connection with:-

21.1 breach of any warranty given by the Supplier in relation to the goods or the services;

21.2 any claim that the goods infringe, or their importation, use or resale, infringes the patent copyright, design right, trademark or other intellectual property rights of any other person, except to the extent that the claim rises from compliance with any specification, drawings, samples or descriptions provided by the Purchaser;

21.3 any liability under the Consumer Protection Act, 1987 in respect of the goods.

TERMINATION

22. The Purchaser shall have the right at any time, by giving notice in writing to the Supplier, to this Order forthwith in the following event-

22.1 if the Supplier commits a breach of any of the terms or conditions of this Order.

REMEDIES

23. If the Supplier fails to comply with any of the terms of this Order, the Purchaser shall be entitled (whether or not any part of the goods or services have been accepted by the Purchaser) to avail itself of any one or more of the following remedies at its discretion:-

23.1 to rescind the Order;

23.2 to return the goods to the Supplier at the cost of the Supplier on that basis that a full refund for goods so resumed shall be given forthwith by the Supplier;

23.3 to give the Supplier the opportunity at the Supplier's expense to remedy defects in the goods or services and carry out any other necessary work to ensure that the terms of this Order are fulfilled;

23.4 to refuse to accept any further deliveries of the goods or the provision of any further services without any liability to the Supplier;

23.5 to carry out at the Supplier's expense any work necessary to make the goods or services comply with this Order;

23.6 to claim such damages as may have been sustained in consequence of the Supplier's breaches of order.

23. **These rights shall be in addition to and without prejudice to any other rights which the Purchaser may have.

HEALTH AND SAFETY

24. Any goods supplied or installed under the Contract shall be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health, and all goods will be supplied with full instructions for their proper use, maintenance and repair, and with any necessary warning notice clearly displayed.

25. The Supplier agrees before delivery to furnish the Purchaser in writing with a list by name and description of any harmful or potentially harmful properties or ingredients in the articles supplied, whether in use or otherwise and thereafter, information from the Supplier in order to satisfy its own obligation under the Health and Safety at Work Act, 1974 and the Control of Substances Hazardous to Health Regulation, 1988.

FORCE MAJEURE

26. The Purchaser reserves the right to cancel or reduce the volume of the goods ordered or the services contracted for if it is prevented from or hindered in the carrying on of its business through any circumstances beyond its control without incurring any liability for any loss or damage whatsoever resulting there from.

27. The Contract is governed by the Laws of England and the English Courts (to the jurisdiction of which the Supplier hereby irrevocably submits) shall have the exclusive jurisdiction to resolve any disputes arising out of it.