

1. Introduction

The following conditions shall apply to the purchase, loan, hire or leasing of goods by Harrow Business Services hereinafter called "the Company". These Conditions of Purchase supersede any earlier Conditions of Purchase of the Company. No alteration, or addition to, or exclusion of, any part of these Conditions shall be applicable unless agreed in writing by a partner of the Company.

2. Definitions

2.1 The term 'Buyer' shall mean the company so named in the Purchase Order.

2.2 The term 'Supplier' shall mean the person, firm or company to whom the Purchase order is issued. The word "supplier" is the party by whom the goods are sold, repaired, installed, lent, hired or leased to the Company.

2.3 The word 'Goods' includes all goods and services covered by the Purchased Order.

2.4 The term 'Purchase order' shall mean Buyer's Purchase Order which specifies that these conditions apply to it.

3. Terms of payment

Net 60 days from receipt of invoice unless discount terms are pre-agreed for payment in a lesser time scale.

4. Quality

4.1 Rejected materials found on receipt will be returned to suppliers at supplier's cost.

4.2 All items supplied must conform to The Buyer's drawings, specifications, and such other written instructions that The Buyers may give.

4.3 We reserve the right to rework material which is rejected at your cost if our requirement is urgent.

5. Confidentiality

Confidentiality must be maintained by the supplier on all drawings, patterns, design or other detail, and must not be divulged to any third party. The supplier will not use jobs from the buyer for advertising, sampler including for photographs or advertising material. The supplier will impose and enforce the same condition in the event of any third party using jobs from the buyer for advertising, sampler including for photographs or advertising material.

6. Intellectual Property

All intellectual property provided to the supplier in the course of preparation of quotations or in the commissioning of orders remains the property of the buyer. The supplier guarantees that the sale or use of his products will not infringe any British or foreign patent, trade name, registered design or other copyright and undertakes to indemnify the Company against all actions, judgments, decrees, costs, claims, demands and expenses resulting from any actual or alleged infringement and undertakes at his own expense to defend or assist in the defence of any suit or action which may be brought in this connection.

7. Quotations

Quotations must include all packaging and delivery costs, and be presented as separate components of unit cost.

8. Documentation

All delivery notes, acknowledgements, advice notes and invoices must quote the Company's order number.

9. Sub-contract

Work awarded to the supplier will not normally be permitted to be sub-contracted unless approval is obtained beforehand, in writing from the company.

10. Quantity Variation

Quantities on the order will not be varied except by agreement of both parties.

11. Flexible Deliveries

The supplier is to endeavour at all times to be capable of responding to unscheduled requests and provide their best endeavours to meet these changed requirements. The Company shall reserve the right to refuse delivery of goods made before the agreed delivery date.

12. Price Variation

Price cannot be varied except by submission to The Buyer (one month prior to the date the new price is required to be effective) of a properly constructed justification which The Buyer reserves the right to vary, dispute or reject depending on circumstances.

13. Packaging

All packaging must be non-returnable. No packaging supplied will be returned. There must be no reference to the supplier on any packaging. The supplier undertakes to observe the requirements of all relevant United Kingdom and International agreements and regulations relating to the packaging, labeling and carriage of the goods. The supplier shall ensure that all information held by or reasonably available to it regarding any potential hazards known or believed to exist in the transport, handling or use of the goods shall be received by the Company in writing prior to delivery of the goods. No charges for packing, pallets, crates, containers, etc. shall be made unless otherwise agreed in writing by the Company.

14. VAT

Value Added Tax is to be shown as a separate item on all quotations, invoices etc.

15. Force Majeure

Actions to be taken by both parties in the event of force majeure, e.g. supplier not delivering on time or the company cannot take the materials in although delivered. Examples of events, which may cause either party to declare force majeure, include fire, flood, earthquake, act of war. If this event occurs at the supplier's premises The Buyer reserves the right to buy his requirements from elsewhere if the supplier cannot deliver; although where possible The Buyer will attempt to give the supplier an extension of time. If The Buyer cannot take the material The Buyer will request the supplier's help in not insisting on delivery or payment until The Buyer is able to accept delivery.

16. Invoice Discrepancies

If invoices are submitted with prices which differ from those on the order or they do not quote a Purchase Order number they will not be paid.

17. Time is of the Essence

15.1. Delivery (where the supplier has been notified of a requirement, either by scheduled requirements or by dates shown on this order) time is considered to be 'the essence of the order' and failure to meet these dates may result in cancellation of the order.

15.2. Consequential losses will be claimed by the buyer in the event that losses have been incurred as a result of the supplier's failure to deliver on time or where goods supplied are of an inferior nature which causes a delay or missed critical date.

18. Liquidated Damages

Should Supplier fail to deliver all or any of the Goods by the delivery date specified in the Purchase Order or any extended to delivery date agreed under the Purchase Order, Supplier shall pay to Buyer 2 per cent of the contract price for such portion of the goods as cannot by reason of the delay be utilized for the purpose intended for each days' delay or portion thereof up to a maximum of 10% of the contract price by way of liquidated damages and not as penalty.

19. Cancellation

In the event that the supplier fails after adequate warning and counseling to achieve the standards embodied in this order and the accompanying specifications The Buyer reserves the right to cancel the order and to withhold payment for work undertaken.

20. Applicable Law

The applicable law is English Law. In the event of a dispute between The Buyer and the supplier, arbitration can be applied by mutually agreed arbitrators.

21. Bribery

The buyer does not tolerate bribery or the use of grease money for or on behalf of the suppliers, and any supplies in supplying goods ensures that this is adhered to.

22. Health And Safety At Work

The supplier is reminded of his obligation, under Section Six of the Health and Safety at Work Act 1974. The company relies on the supply to the Company of such information as will enable the Company to satisfy its own obligations under the said Act. By accepting this order the supplier agrees to indemnify and save harmless the Company from all loss (including all legal costs) arising from the supplier's failure either to comply with the said legislation and any statutory modification thereof as in the like effect and from time to time in force, or to comply with the requirements of this clause.

23. Bankruptcy

If either party shall suspend payment or become insolvent or bankrupt or commit an act of bankruptcy against either party or if a receiver or trustee or assignee for the benefit of creditors of the property of either party be appointed or proceedings be taken to such appointment or in the event of a breach by either party of any of the terms hereof, the other party shall be entitled to cancel the contract forthwith.

24. Set Off

The Company shall have the right to set off any amounts owed to the supplier against unpaid invoices due from the supplier to the Company or associated companies or in which it has any financial interest (ownership) whether in part or whole.

25. Rejection

The Company may reject, either at the time of delivery, or subsequently, within a reasonable time any goods which fail to conform with the requirements of the contract or which are damaged in transit. Goods rejected shall be returned to the supplier at the supplier's cost and risk, and without prejudice to any other right the Company may have against the supplier.

26. Conformity To Description And Fitness

27. All materials and goods shall be in every respect equal to description, specification and to previous approved supplies (if any) and to all samples submitted (if any) and shall be both of reasonable quality and fit for the purpose for which they are intended and, if rejected, shall be held at the supplier's risk and returnable at the supplier's expense and shall not count as having been delivered unless the Company elects to make the goods and materials fit for its purpose, in which case the supplier shall be debited with the cost thereof. The supplier warrants that, in its expert judgment, the goods will be fit for any purposes for which they are likely to be used and that they are in accordance with the latest relevant British Standard Specification and/or codes of practice.