

## PURCHASE ORDER CONDITIONS

1. Orders will be issued on our printed forms only and suppliers must obtain an official order for all goods delivered or work executed.
2. **DELIVERY:** All goods are to be delivered, carriage paid, to Goods Inwards. Suppliers are responsible for damage including damage during transit.
3. Order No. and Date must be quoted on all Advice Notes, Invoices and correspondence relating to this order. Failure to do so may impede payment.
4. **PACKING:** Packing materials, if used, must be non-chargeable, unless otherwise stated in the purchase order.
5. **ADVICE NOTES:** An advice note must be posted to the delivery address the day the material is despatched, quoting the order number, or must accompany the despatch.
6. **INVOICES:** A separate invoice is to be rendered to Finance Department. It is not required in duplicate unless specifically requested. Payment by nett 60 days unless negotiated otherwise.
7. **ACKNOWLEDGEMENT:** This order is to be acknowledged at once in writing, stating full acceptance of the terms and conditions therein.
8. **STATEMENT:** Statement of Account to be rendered to Finance Department, Lowestoft College, St Peters Street, Lowestoft, Suffolk, NR32 2NB not later than the fifth of the month following delivery.
9. **EVERY PURCHASE ORDER** which carries directly or indirectly an engagement of services and/or labour for work to be performed on our premises is subject to the following **INDEMNITY CLAUSES:**

The seller warrants that the goods supplied shall be of such a nature and quality as to comply with the provisions of all material Acts of Parliament and all Orders and Regulations made thereunder and the Seller agrees to indemnify the Buyer by reason of any breach of the same.

The Seller agrees to indemnify the Buyer against all actions, proceedings, costs, claims liability and damages arising out of any infringements of the rights of third parties in respect of any letters patent registered designs trade marks trade names or copy-rights.

10. Acceptance of the goods or any part thereof shall not prejudice the right of rejection of goods found to be defective. The Buyer reserves the right to return to the seller at any time at the Seller's expense and risk the whole or any part of any goods which the Buyer considers to be defective or of inferior manufacture.
11. Sections 12 – 15 of the Sale of Goods Act 1979 shall specifically apply and no exclusions thereof shall be agreed.
12. This Contract shall be construed according to the Laws of England.