

Onesite (Laser) Limited

Purchase order conditions: Services

<p>1 Basis of purchase</p> <p>1.1 In these Conditions unless the context otherwise requires the following words have the following meanings:</p> <p>“Buyer” Onesite (Laser) Limited (registered number: 06576886) whose registered office address is Units 35, 35A Hermitage Way, Hermitage Lane Industrial Estate, Mansfield, Nottinghamshire;</p> <p>“Contract” the contract for the supply and acquisition of the Services between the Buyer and the Seller;</p> <p>“Goods” the products produced as a result of the Seller providing the Services;</p> <p>“Order” the Buyer’s order for the Services;</p> <p>“Price” the price payable for the Services;</p> <p>“Raw Materials” any materials supplied by the Buyer to the Seller for the purposes of providing the Services;</p> <p>“Seller” the person, firm or company selling or supplying Services to the Buyer;</p> <p>“Services” the Services or work the subject of this Order and described on or by reference to this Order;</p> <p>“Writing”, “Written” Includes hard copy, facsimile transmission and comparable means of communication.</p> <p>1.2 These Conditions are the only conditions upon which the Buyer is prepared to deal with the Seller, and they shall govern the Contract to the entire exclusion of any other express conditions.</p> <p>1.3 These Conditions may only be modified by a variation in Writing signed by a director of the Buyer and no other action (whether acceptance of the Goods or otherwise) shall be construed as an acceptance of any other conditions.</p> <p>1.4 These Conditions (as modified in accordance with Condition 1.3 above) and the Order (including any specific conditions thereon) embody the entire understanding of the parties and supersede any prior promises, representations, undertakings or implications provided that neither party excludes any liability for any statements made fraudulently prior to the date of the Contract.</p> <p>1.5 This Order constitutes an offer on the part of the Buyer and no Contract shall be concluded until the Seller accepts the offer either expressly by giving notice of acceptance to the Buyer or impliedly by fulfilling the Order in whole or in part.</p> <p>1.6 This Order will not be binding upon the Buyer unless signed by its authorised representative and the Buyer will not be liable for any other order not made on this Order.</p> <p>2 Price</p> <p>2.1 The Price payable for the Services shall be that stated on the Order and, unless otherwise so stated, shall be:</p> <p>2.1.1 exclusive of any applicable Value Added Tax (which shall be payable by the Buyer subject to receipt of a VAT invoice); and</p> <p>2.1.2 inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery and installation (if required) of the Goods to the address designated and any duties, imposts or levies other than Value Added Tax (details of which must be stated on the face of the Order by the Seller).</p> <p>2.2 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 Buyer.</p> <p>2.3 The Buyer shall be entitled to any discount for prompt payment, bulk purchase, volume of purchase or otherwise granted by the Seller to any third party or offered by the Seller to the Buyer, whether or not shown on the Order or otherwise.</p> <p>3 Terms of payment</p> <p>3.1 Unless otherwise agreed in Writing the Buyer will pay for the Services within 60 days of the date of a separate detailed invoice quoting this Order number and code number (if any) and setting out full particulars of the Services supplied and any discounts given, or the period specified in the Order, whichever is the longer.</p> <p>3.2 The Buyer reserves the right to deduct from or offset against any monies due or becoming due to the Seller in respect of this Order any monies due from the Seller to the Buyer.</p> <p>3.3 No invoice is to be dated or submitted by the Seller prior to the date of receipt at the Buyer’s premises of the Goods or prior to the date upon which the Services are provided.</p> <p>3.4 Unless otherwise agreed in Writing or required by law the Seller shall have no right to charge interest or any other additional sum on any account outstanding from the Buyer.</p>	<p>4 Delivery</p> <p>4.1 The Goods shall be delivered carriage paid to the address designated on the Order Form, or any other such other address as the Buyer may subsequently specify, during the Buyer’s normal office hours.</p> <p>4.2 The Goods shall be delivered, and the Services shall be performed, on or before the date or within the period specified on the Order, or if no such date or period is specified then within 28 days of the date of this Order. Time shall be of the essence of the Contract. Without prejudice to any other rights which the Buyer may have, the Buyer reserves the right to:-</p> <p>4.3.1 cancel the Order in the event that delivery is not made in accordance with the time limits specified in Condition 4.2; and</p> <p>4.3.2 refuse to accept any subsequent delivery of the Goods or performance of the Services which the Seller attempts to make; and</p> <p>4.3.3 claim damages for any loss incurred in obtaining the Services from another supplier.</p> <p>4.4 The Buyer shall not be deemed to have accepted the Goods until the Buyer has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods, caused by the provision of the Services, has become apparent.</p> <p>4.5 The Buyer reserves the right to mark the Goods immediately upon delivery. This is undertaken for the purposes of security and the Buyer shall not thereby be deemed to have accepted the Goods nor shall the Seller be entitled to raise an objection on this ground to any subsequent rejection of the Goods.</p> <ul style="list-style-type: none"> • The Buyer shall not be obliged to return to the Seller any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Buyer. <p>4.6 If the Goods are to be delivered or the Services are to be performed, by instalments, the Order will be treated as a single Contract and not severable.</p> <p>4.7 The Seller shall supply the Goods on delivery batches not exceeding two tonnes in weight. Any delivery of goods in excess of two tonnes shall be portioned as appropriate to comply with this condition.</p> <p>4.8 The Seller shall ensure that the Goods are covered upon delivery.</p> <p>4.9 The Seller shall deliver the Goods in such a manner that allows the Buyer to unload the goods from the delivery vehicle by means of a fork truck.</p> <p>4.10 Unless otherwise agreed in writing, the Buyer will not accept the delivery of any Goods after 11.00am on any given Friday.</p> <p>5 Documentation</p> <p>5.1 The Seller shall provide the Buyer with such invoices advice notes, delivery notes, statements and other documentation as the Buyer may from time to time specify.</p> <p>5.2 On despatch of each consignment of the Goods the Seller shall send to the Buyer at the address designated for delivery of the Goods an advice note specifying the means of transport, the weight, number or volume and the point and date of despatch of the Goods.</p> <p>5.3 Each delivery of Goods must be accompanied by a delivery note setting out full particulars of the Goods and quoting the Buyer’s Order number and code number (if any).</p> <p>6 Risk and property</p> <p>6.1 Risk of damage to or loss of the Raw Materials shall pass to the Seller upon delivery to the Seller in accordance with the Contract.</p> <p>6.2 Title in the Raw Materials shall not pass to the Seller at any stage.</p> <p>6.3 Risk in the Raw Materials shall remain with the Seller until the Goods have been accepted in accordance with Condition 4.4.</p> <p>6.4 Risk of damage to or loss of the Goods shall remain with the Seller until the Goods have been accepted in accordance with Condition 4.4.</p> <p>7 Raw Materials</p> <p>7.1 Where the Buyer supplies the Seller with any Raw Materials:</p> <p>7.1.1 the Buyer accepts no liability whatsoever for any defects in the Raw Materials and may, at its discretion, provide the Seller with replacement Raw Materials to allow the Seller to complete this Order; and</p> <p>7.1.2 if the Buyer elects to replace any defective Raw Materials in accordance with Condition 7.1.1 then the Buyer reserves the right to cancel this Order.</p> <p>8 Warranty and indemnity</p> <p>8.1 The Seller warrants to the Buyer that the Goods:</p> <p>8.1.1 will be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Seller or made known to the Seller by the Buyer;</p> <p>8.1.2 will be of the very best quality and free from defects in design, material and workmanship;</p> <p>8.1.3 will comply in every respect with any specifications, drawings, samples or descriptions provided by the Buyer; and</p> <p>8.1.4 Will comply with all statutory requirements and regulations and voluntary codes of conduct relating to the Goods and their sale.</p> <p>8.2 The Seller warrants to the Buyer 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 Buyer to expect in all the circumstances and will comply with all</p>
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	statutory requirements and regulations and voluntary codes of conduct relating to the provision of the Services.	10.2	These rights shall be in addition to and without prejudice to any other rights which the Buyer may have.
8.3	If any Goods or Services supplied under the Order fail to comply with the warranties set out in Conditions 8.1 and 8.2 the Buyer shall be entitled to make use of any one or more of the remedies listed in Condition 9.3 below	11	Health and safety
8.4	The Seller shall indemnify and keep the Buyer indemnified in full from and against all direct, indirect or consequential liability, loss, including loss of profit, loss of contracts and business interruption, damages, injury, costs and expenses (including legal expenses) awarded against or incurred or paid by the Buyer as a result of or in connection with:	11.1	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 notices clearly displayed.
8.4.1	breach of any warranty given by the Seller in relation to the Goods or the Services;	12	Specifications
8.4.2	any claim that the Goods infringe, or their importation, use or resale, infringes, the patent, copyright, design right, trademark or other property or intellectual property rights of any other person, except to the extent that the claim arises from compliance with any specifications, drawings, samples or descriptions provided by the Buyer;	12.1	Any plans, drawings, data or other information relating to the Services ("Specification") supplied by the Buyer to the Seller or specifically produced by the Seller for the Buyer in connection with the Order, together with the copyright, design rights, patent or any other intellectual property rights in the Specification, shall be the Buyer's exclusive property. The Seller shall not disclose to any third party or use the Specification except to the extent that it is or becomes public knowledge otherwise than through the Seller fault or as required for the purpose of this Order.
8.4.3	any liability under the Consumer Protection Act 1987 or the Product Safety Regulations in respect of the Goods;	12.2	The Seller shall not unreasonably refuse any request from the Buyer to inspect and test the Goods during manufacture, processing or storage at the Seller's premises or any third party's premises prior to despatch and the Seller shall provide the Buyer with all facilities reasonably required for inspection and testing.
8.4.4	any acts or omissions of the Seller or the Seller's employees, agents or sub-contractors in supplying and delivering the Goods; and	13	Confidentiality
8.4.5	any act or omission of the Seller or any of the Seller employees, agents or sub-contractors in connection with the performance of the Services.	13.1	Any Order placed by the Buyer shall be treated as confidential and in particular the Seller shall not make use of the Buyer's name or the name of any of the Buyer's customers for publicity purposes without the Buyer's prior written consent. Furthermore, all designs, drawings, specifications and information supplied in connection with this Order are confidential and must only be used for the purpose of this Order: the particulars contained therein must not be disclosed to anyone other than the Seller's employees without the Buyer's prior written consent. They must be used solely for the purpose of manufacturing the Goods or performing the Services under this Order and no similar Goods or parts may be made for any other purpose. All such designs, drawings, specifications and information and all copies thereof must be returned to the Buyer on completion of this Order.
9	Termination		
9.1	The Buyer shall be entitled to cancel the Order in respect of all or part only of the Services by giving notice to the Seller at any time prior to delivery of the Goods or performance, in which event the Buyer's sole liability shall be to pay to the Seller the Price for Services in respect of which the Buyer has exercised its right of cancellation, less the Seller's net saving of cost arising from cancellation.		
9.2	The Buyer shall have the right at any time by giving notice in Writing to the Seller to terminate this Order immediately in any of the following events:		
9.2.1	if the Seller commits a breach of any of the terms or conditions of this Order; or	14	Assignment
9.2.2	if the Seller enters into liquidation whether compulsorily or voluntarily (otherwise than for the purposes of amalgamation or reconstruction) or suffers a bankruptcy order or has a petition presented for the appointment of an Administrator in respect of its business or compounds with its creditors or has passed a resolution for its winding up or has a receiver or administrative receiver appointed of all or any part of its assets or takes or suffers any similar action in consequence of debt or ceases, or threatens to cease, to carry on business or if anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the Seller; or	14.1	This Order must not be assigned without the Buyer's prior written consent, and neither the whole nor any part of the work which the Seller is obliged to carry out hereunder shall be sub-contracted without the Buyer's written consent to any such arrangements having first been obtained.
9.2.3	if the Seller's financial position shall deteriorate to such an extent that in the Buyer's opinion the Seller's capability adequately to fulfil the Seller's obligations under this Order has been placed in jeopardy; or	15	Force majeure
9.2.4	if the Seller ceases, or threatens to cease, to carry on business.	15.1	The Buyer reserve the right to cancel or reduce the Services contracted for if the Buyer is prevented from or hindered in the carrying on of the Buyer's business through any circumstances beyond the Buyer's control including (but not limited to) industrial action, war, fire or prohibition or enactment of any kind, without incurring any liability for any loss or damage whatsoever resulting there from.
9.3	The termination of this Order howsoever arising will be without prejudice to the rights and duties of either party accrued prior to termination. The Conditions which impliedly or expressly have effect after termination will continue to be enforceable notwithstanding termination.	16	General
10	Remedies	16.1	No extension of time or other concessions granted by the Buyer shall in any way affect the Buyer's rights or the Seller's obligations under this Order.
10.1	If the Seller fails to comply with any of the terms of this Order the Buyer shall be entitled (whether or not any part of the Goods have been accepted by the Buyer) to make use of any one or more of the following remedies at the Buyer's discretion:	16.2	Any notice or other communication sent to the Seller shall be sufficient if sent to the Seller's address last known to the Buyer.
10.1.1	to rescind the Order;	16.3	The Contract is governed by the Laws of England and the English Courts (to the jurisdiction of which the Seller hereby irrevocably submits) shall have the exclusive jurisdiction to resolve any disputes arising out of it.
10.1.2	to return the Goods to the Seller at the Seller's cost on the basis that a full refund of the price paid for the Services along with the full cost of the Raw Materials shall be paid immediately by the Seller to the Buyer;	16.4	If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
10.1.3	to give the Seller the opportunity at the Seller's expense to remedy defects in the Goods or arising from the provision of the Services and carry out any other necessary work to ensure that the terms of this Order are fulfilled;	16.5	This Agreement does not create any right enforceable by any person not a party to it except that a person who is the permitted successor to or assignee of the rights of a party is deemed to be a party to this Agreement.
10.1.4	to refuse to accept any further deliveries of the Goods or the provision of any further Services without any liability to the Seller;		
10.1.5	to carry out at the Seller's expense any work necessary to make the Goods comply with this Order; and/or		
10.1.6	to claim such damages as may have been sustained in consequence of the Seller's breaches of the Order.		
		Note:	The price which the Buyer agrees to pay hereunder is calculated on the basis that the above conditions will apply. If the Seller wishes to quote a price on a different basis the Seller should inform the Buyer.