PURCHASE ORDER CONDITIONS

1. DEFINITIONS. In this agreement the following shall have the following meanings;

“Buyer” means Brooklands College, or anyone or affiliated party named on the order.

“Goods” means the goods or any part of them, set out within the Order.

“Order” means the purchase order and any amendments or over-rides agreed in writing by Buyer and Seller.

“Seller” means the person, partnership, unincorporated association, company or other organisation named in the Order.

“Services” means the services, including without limitation any deliverables, set out within the Order.

2. ACCEPTANCE. Unless otherwise provided within the written, the acceptance of this purchase order or the commencement of any work or the performance of any Services hereunder by the Seller shall not constitute acceptance of the Order or any part thereof or any of its terms and conditions. There are no agreements or understandings other than those contained in this order.

3. INVOICES. A separate invoice must be rendered for each individual consignment or at the end of each calendar month of Service.

4. PACKING SLIPS AND ADVICE NOTES. A packing slip quoting the order number reference and symbol number appearing on the order form must be sent with all Goods or materials to the place of delivery and a duplicate packing slip must be posted to the Buyer by way of advice note.

5. PACKING. Goods must be securely packaged, carriage paid. No changes will be allowed for packing materials or costs unless agreed by Buyer. Goods must be delivered to the Buyer’s premises or such other place as may be agreed. The Seller must submit full instructions for use and clear warnings with respect to anything which may reasonably be done or omitted to be done in relation to the Goods and which could make them unsafe or unsuitable for their intended use, including but not limited to the need for any particular form of insurance, and all other reasonable instructions.

6. INSPECTION. The Buyer reserves the right to reject any Goods or work which is proved on inspection or in manufacture to be damaged on receipt, faulty in quality or construction or which does not come up to the standard required or equivalent to samples or previously supplied Goods. Rejected Goods or materials will be returned at the Seller’s expense and liability. Quantities delivered in excess of this purchase order will remain the risk and property of the Seller.

7. PERFORMANCE. Payment for Goods supplied will not be made until full delivery has been taken by the Buyer, unless otherwise formal agreed by the Buyer in writing.

8. WARRANTY AND INDEMNITY. All representations, statements or warranties made or given by the Seller, its employees or agents (whether orally or in writing or in any of the Seller’s brochures, catalogues and advertisement(s) regarding the quality and fitness for purpose of the Goods to be deemed to be an express condition of the contract for sale

9. TERMINATION AT OPTION OF BUYER. (a) Performance of work and the supply of Goods, materials, services and/or information hereunder will be deemed to be in default of the Order if the event specified herein or if Seller (1) fails to perform work or complete any of the work in such time or period as is stated or agreed, or in part, at any time written notice to Seller. (b) After receipt of a Notice of Termination, Seller shall all cancelled orders pursuant to this condition shall not give rise to any liability on the part of Buyer except as may be under this clause, whether a claim hereunder be occasioned by or arises from or its alleged to be caused by or occasioned by the act or omission of the Seller or their agents or servants whether negligent or otherwise or by the use of the Goods whether by the Seller, Buyer or a third party.

10. PURCHASE ORDER CONDITIONS

10.1. TERMINATION FOR CONVENIENCE. If, after the effective date of termination, its termination claim provided however, that in the event of failure of Seller to (4) take all action necessary to protect property in Seller's possession in which Buyer has or may have an interest. Payments made under this paragraph (c), exclusive of payments for goods delivered in accordance with this condition 7, Buyer may acquire an interest. Payments made under this paragraph (c), exclusive of payments for goods delivered in accordance with this condition 7, Buyer shall acquire a lien and security interest in the Goods which may be sold to recover any amount due or will, at Buyer’s election, be surrendered to Seller.

10.2. TERMINATION IN EVENT OF LIQUIDATION. Without prejudice to any option which may arise to terminate any purchase order under Condition 7 or 8 Buyer may, by written notice to Seller, terminate the performance of work thereunder in whole or in part, in which event Buyer shall be discharged from all further liability hereunder.

11. TERMINATION IN EVENT OF LIQUIDATION. Without prejudice to any option which may arise to terminate any purchase order under Condition 7 or 8 Buyer may, by written notice to Seller, terminate the performance of work thereunder in whole or in part, in which event Buyer shall be discharged from all further liability hereunder.

12. EXCUSABLE DELAYS. (a) Neither Buyer nor Seller shall be liable for failure to perform under this purchase order arising from:

acts of God;

acts of a public enemy;

acts of the Government of Buyer’s or Seller’s Country or any public authority or Government body to which Seller is subject;

acts of any person engaged in subversive activity or sabotage;

fires, floods, explosions, or other catastrophes;

epidemics;

lack of materials or machinery;

strikes, slowdowns, lockouts or labour stoppages or disputes of any kind;

undue season weather;

several severe weather;

delays of a supplier due to any of the above causes or events, or

causes which are directly or indirectly attributable to failure or negligence of Buyer or Seller.

(b) In the event that neither Buyer by Seller to perform as required by this purchase order arising from any of the causes or events set forth in sub paragraph (a) of this condition. Buyer will be entitled to obtain supplies or services covered thereby elsewhere for the duration of