

PURCHASE ORDER CONDITIONS

- 1. DEFINITIONS.** In this agreement the following phrases shall have the following meanings:
"Buyer" means Brooklands College, or any associated 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 form or overleaf as the case may be;
"Seller" means the person, partnership, unincorporated association, company or other organisation named on the order;
"Services" means the services, including without limitation any deliverables, set out within the Order.
- 2. ACCEPTANCE.** Unless otherwise provided herein, the written acceptance of this purchase order or the commencement of any work or the performance of any Services hereunder by the Seller, shall constitute acceptance by Seller of this purchase order and all 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 following the delivery of Services.
- 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 of the packing slip must be posted to the Buyer by way of advice note.
- 5. PACKING.** Goods must be securely packaged, carriage paid. No charges will be allowed for packing materials or containers and return thereof unless otherwise agreed by the Buyer. 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. Delivery of Goods is deemed to include off loading and placement to Buyer's 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 risk. Quantities delivered in excess of this purchase order will remain the property and risk of the seller.
- 7. PAYMENT.** Payments will normally be made 30 days following invoice or at intervals agreed with the Seller. For supply of Goods, payment will not be made until full delivery has been taken by the Buyer, unless otherwise formally 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 advertisements) regarding the quality and fitness for purpose of the Goods shall 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 or Services under this purchase order may be terminated by Buyer at its option, in whole or in part, at any time by written notice to Seller. (b) After receipt of a Notice of Termination, Seller shall, unless otherwise directed by Buyer: -
- (1) immediately terminate all work under the relevant order or release authorisation and all Seller's orders and sub-contracts in connection therewith;
 - (2) settle all claims arising out of such termination of orders and sub-contracts;
 - (3) deliver to Buyer all completed work which conforms in quality to the requirements of this purchase order and does not exceed, in quantity, the amount authorised for production by Buyer
 - (4) take all action necessary to protect property in Seller's possession in which buyer has or may acquire an interest.
 - (5) submit to Buyer promptly, but not later than three months from the effective date of termination, its termination claim provided however, that in the event of failure of Seller to submit its termination claim within such period, Buyer may determine, notwithstanding the provisions of sub paragraph (c) hereof, on the basis of information available to it the amount, if any, due to Seller with respect to the termination and such determination shall be final.
- (c) Upon termination by Buyer under this Condition 7, Buyer shall pay to Seller the following amounts without duplication:
- (1) any amounts then due and owing to Seller for supplies delivered in accordance with this purchase order.
 - (2) the purchase order price for further completed supplies delivered to Buyer in accordance with paragraph (b)(3) of this condition.
 - (3) the cost to Seller of labour employed (including a fair proportion of overhead expenses) and materials comprised in work in progress delivered to Buyer pursuant to paragraph (b)(3) of this condition.
 - (4) the cost to Seller of materials delivered to Buyer pursuant to the said paragraph (b)(3).
 - (5) amounts paid by Seller pursuant to paragraph (b)(2) of this condition provided that such amount shall not be greater than those to which Seller's sub-contractors would be entitled if the foregoing provisions of this condition applied as between Seller and them.
 - (6) reasonable costs incurred by Seller in protecting property in its possession in which Buyer has or may acquire an interest. Payments made under this paragraph (c), exclusive of payments under sub-paragraph (6) hereof, shall not exceed the aggregate contract price of all supplies ordered pursuant to this purchase order less any amount already paid pursuant thereto and termination pursuant to this condition shall not give rise to any liability on the part of Buyer except the liability to pay the amounts specified in this condition.
 - (d) At the Buyer's discretion, the Seller will allow the Buyer's representative to audit and review such of the Seller's books, Ledger accounts, underlying records and accounting methods and controls as may be relevant to the evaluation of any termination claim submitted by Seller.
 - (e) The provisions of this Condition 7 shall not apply if this purchase order is terminated by Buyer for the default of the Seller pursuant to Condition 8 or 9.
- 10. TERMINATION FOR DEFAULT OF SELLER.** If Seller refuses or fails to make deliveries of the supplies covered by this purchase order within the time specified herein or if Seller (1) fails to perform any other provisions of this purchase order, or (2) fails to make progress so as to endanger performance of this order in accordance with its terms and in either of the circumstances enumerated in (1) or (2) does not cure such failure within a period of ten days after receipt of notice from Buyer specifying such failure, Buyer, subject to the provisions of Condition 10 (Excusable Delays), 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 BANKRUPTCY, RECEIVERSHIP, OR 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 after the Seller commits any act of bankruptcy or if a receiver of some or all of his assets is appointed or if he compounds or makes any arrangement with his creditors or executes a Bill of Sale on his Goods of up to one year to facilitate the orderly sale or Liquidation of the Seller.
- 12. EXCUSABLE DELAYS.** (a) Neither Buyer nor Seller shall be liable for failure to perform under this purchase order arising from:
- (1) acts of God or of a public enemy;
 - (2) acts of the Government of Buyer's or Seller's Country or any public authority or Governmental agency in either Country;
 - (3) acts of any person engaged in subversive activity or sabotage;
 - (4) fires, floods, explosions, or other catastrophes;
 - (5) epidemics or quarantine restrictions;
 - (6) strikes, slowdowns, lockouts or labour stoppages or disputes of any kind;
 - (7) freight embargoes;
 - (8) unusually severe weather;
 - (9) delays of a supplier due to any of the above causes or events, or
 - (10) causes or events beyond the control and without the fault or negligence of Buyer or Seller.
- (b) In the event of a failure 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 shall be entitled to obtain supplies or services covered thereby elsewhere for the duration

of such failure and to reduce, pro tanto, and without any obligation upon Buyer, the quantity, or amount of supplies or services ordered from Seller under this purchase order or any release authorisation hereunder.

- (c) Nothing in this condition shall limit Buyer's option to terminate at any time under above Condition 7.