

Northern College Purchase Order Terms and Conditions

1. General

The purchase order constitutes an offer by the customer (named on the purchase order) to purchase the goods/services ("the goods") described in the purchase order from the supplier named in the purchase order ("supplier") in accordance with the contract.

The purchase order number must be quoted in full on all delivery notes and invoices, which must also show the date of delivery and the address to which the goods have been delivered. Failure to do so may delay payment.

2. The Goods/Services

The supplier shall ensure that all goods:

- correspond with the purchase order, their description and any applicable specification;
- 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 supplier or made known to the supplier by the customer expressly or by implication, and in this respect the customer relies on the supplier's skill and judgement;
- be free from defects in design, material and workmanship; and
- Comply with all applicable laws, statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the goods.

The supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the contract.

The supplier shall use all reasonable endeavours to transfer to the customer the benefit of any warranty or guarantee given by the manufacturer of any goods of which the supplier is not the manufacturer.

3. Remedies - Cancellation/Termination

The supplier shall keep the customer indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and legal and other professional fees and expenses awarded against or incurred or paid by the customer as a result of or in connection with any claim made against the customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in goods. This clause shall survive termination of the contract.

The customer's rights and remedies under these terms and conditions are in addition to its rights and remedies implied by statute and common law.

The customer may terminate the contract in whole or in part at any time before delivery with immediate effect by giving the supplier written notice, whereupon the supplier shall discontinue all work on the contract. The customer shall pay the supplier fair and reasonable compensation for work-in-progress at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

4. Delivery/Inspection, Title and Risk

The supplier shall deliver the goods on the "Delivery Date" as specified in the purchase order, or, if no such date is specified, within 28 days of the date of the purchase order. Goods shall be delivered to the address specified in the purchase order during the customer's normal business hours, or as instructed by the customer.

The property and risk in the materials shall remain with the supplier until they are delivered and signed for by the customer. At which point property and risk will pass to the customer.

The supplier shall ensure that the goods are properly packed and secured in such manner as to enable them to reach their destination in good condition. Any item received and found on inspection to be either damaged and/or in any way failing to meet the specification or otherwise unsuitable, will not be deemed to have been accepted and will be returned to the supplier for replacement at the supplier's risk and expense without prejudice to any other rights. The onus is on the supplier to ensure that the goods/materials specified/supplied are suitable for the purpose for which they are intended.

Acceptance of the goods shall not prejudice the right of rejection of goods to be later found defective. The customer reserves the right to return to the supplier, at any time, at the supplier's expense and risk the whole or part of any goods which the customer considers to be defective or of inferior manufacture. The carrier shall be the agent of the supplier.

5. Price and Payment

The price of the goods shall be the price set out in the purchase order, unless varied in writing.

The price of the goods is exclusive of amounts in respect of value added tax (**VAT**), but includes the costs of packaging, insurance and carriage of the goods and any other cost or charge. No extra charges shall be acknowledged unless agreed in writing and signed by the customer.

The supplier may invoice the customer for the goods on or at any time after the completion of delivery of all goods referred to in the purchase order. Payment terms are 30 days from receipt of a valid accurate invoice, unless negotiated otherwise. The invoice must clearly show a valid college purchase order number, along with any quotation or contract references. It must also show VAT separately. The college will only pay for goods or services ahead of delivery under exceptional circumstances.