

	<b>CONDITIONS OF PURCHASE FOR SERVICES (EE 2004)</b>		

**1. Definitions**

- 1.1 "Buyer" means the person or company issuing the Purchase Order
- 1.2 "Supplier" means the person or company to whom the Purchase Order is issued.
- 1.3 "Services" means those services specified in the Purchase Order to be supplied by the Supplier (whether directly or through agents) under the Contract.
- 1.4 "Purchase Order" means the Buyer's Purchase Order.
- 1.5 The "Contract" means the contract between the Buyer and the Supplier consisting of the Purchase Order, these Conditions and any other documents or parts thereof specified in the Purchase Order. No other documents, variations or amendments to the Contract shall form part of the Contract unless expressly agreed to in writing by both parties.

**2. Purchase Order**

- 2.1. The Purchase Order must be accepted promptly by the Supplier in its entirety and may be withdrawn at any time before the acceptance is received by the Buyer.
- 2.2. The Buyer will not be liable for any Services supplied or work performed beyond the scope of supply of a Purchase Order or in the absence of a Purchase Order.
- 2.3. The Supplier must put the Purchase Order Number and Supplier's Code on all invoices. Invoices shall be marked for the attention of the Account Department.

**3. Quality, Inspection, Testing and Rejection of Services**

- 3.1 All Services shown on or referred to on the Purchase Order shall be suitable for the purpose for which they are required.
- 3.2 The Supplier must, at its own expense, ensure that all Services supplied to the Buyer comply with all relevant governmental and local laws, regulations and orders of the place of transit and/or provision.
- 3.3 The Supplier warrants that the Services are in accordance with the requirements of the Contract. If, after delivery, it is found that they are not so compliant, the Buyer may reject the Services. The Buyer reserves the right to claim any resulting costs, damages or liabilities resulting from the rejection and/or non-compliance with the contract.

**4. Packing & Transport**

The Supplier shall be responsible for any loss or damage, or any other liability incurred or sustained by the Buyer and/or its customers resulting from any damage which is attributable in whole or in part to defective and/or insufficient packing and/or in transit.

**5. Delivery**

- 5.1. The buyer shall be entitled to postpone the date of delivery of all or any of the Services upon giving notice to the Service Provider.
- 5.2. The Supplier shall give written notice to the Buyer if the delivery of the Services has been or is likely to be delayed.
- 5.3 The Supplier shall be responsible for delivering the Services, carriage paid, as specified in the Purchase Order.

## **6. Force Majeure**

The time for provision of the Service (s) shall be extended by a reasonable period if delay is caused by instructions or lack of instructions from the Buyer or by national industrial dispute at the Supplier's premises or by any other cause beyond the reasonable control of the Supplier such as Acts of God, but not failure on the part of a sub-contractor or sub-supplier **PROVIDED** that the Supplier shall give prompt notice in writing to the Buyer of (i) the commencement of any such cause for delay or potential delay and of the initial estimate of the length of delay, (ii) regular reports on the effect of the cause on delivery and (iii) the date of resumption of normal working.

## **7. Liabilities for Delay**

If the Supplier fails to provide the Service (s) within the time for delivery stated in the Purchase Order or any agreed extension thereof, the Supplier shall pay for each day of delay, liquidated damages at the rate stated in the Purchase Order or any agreed modification thereof after which the delivery of the Services shall be of the essence of the Contract. The payment or deduction of liquidated damages shall not relieve the Supplier of any of its obligations under the contract.

## **8. Price**

The price of the Services is stated in the Purchase Order. This is a fixed price (excluding VAT) and includes carriage paid and any packing materials used by the Service Provider.

## **9. Payment**

- 9.1 Unless otherwise stated in the Purchase Order, payment for the Services will normally be made by the Buyer 30 days following the provision of the Services.
- 9.2 Payment will be made in the currency specified in the Purchase Order.

## **10. Defects in Services after Delivery**

- 10.1 The Supplier warrants that the Services shall be in conformity with the requirements of the Buyer.

## **11. Indemnity**

The Supplier agrees to indemnify the Buyer against any liabilities or any third party claims arising from any Default on the part of the Supplier, its servants or agents in fulfilling the requirements of the Contract.

## **12. Confidential Information**

Any information, whether written or oral, disclosed by the Buyer to the Supplier shall be confidential and the Supplier shall not disclose it to any person (other than those of its employees to whom disclosure shall be essential for the purposes of performing this Contract and provided the Supplier obtains an undertaking of confidentiality from such employees) or use it for any purpose other than the performance of this Contract, without the prior written consent of the Buyer.

## **13. Cancellation**

- 13.1 If the Supplier fails to comply with any terms of conditions of the Contract, thereof and without prejudice to the Buyer's other rights, the Buyer may cancel the contract in whole or in part, without any cost to the Buyer or liability.

13.2. The Buyer may for any other reason by written notice to the Supplier cancel the Contract at any time, in whole or in part. Upon receipt of such notice the Supplier shall immediately cease all work in performance of the Contract. The Buyer shall pay the Supplier, subject to agreement, for all Services already completed or whose manufacture is in progress at the time of cancellation and shall pay for all materials and Services for which an obligation to pay on the part of the Buyer has arisen before such date of cancellation.

#### **14. Insolvency**

If the Supplier becomes insolvent or (being a Company) makes an arrangement with its creditors or has a receiver or administrator appointed, commences to be wound up or is subject to amalgamation or reconstruction, the Buyer may, without prejudice to any of its rights, terminate the Contract forthwith by notice to the Supplier or any other person in whom the Contract may have become vested.

#### **15. Advertisement**

The Supplier may not refer to the Contract in any form of advertising without the Buyer's prior written consent.

#### **16. Law**

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The Contract shall be construed and take effect according to the laws of the Country in which the Buyer is located. [\[England\]](#)

#### **17. Arbitration**

All disputes arising out of or in connection with this contract shall be referred to arbitration by one arbitrator in accordance with the Rules of Arbitration of the International Chamber of Commerce. The arbitration shall be held in the Capital City of the Country in which the Buyer is located and the language of the arbitration shall be English.

#### **18 Notices**

Any notice given under the Contract shall be served at or sent to the address of the Buyer or the Supplier shown on the Purchase Order or such other address as the Buyer or the Supplier shall notify to the other party.

Notices sent by inland first class post shall be deemed to have been received two working days after despatch and by overseas airmail seven working days after despatch.