

# Terms & Conditions Of Purchase Order

## AUTHORITY

No order will be valid unless issued on our official order form and duly signed. No variation to the order or these conditions will be valid without the written and specific acceptance of John Mills & Sons (newcastle) ltd.

## ACKNOWLEDGEMENT OF PURCHASE ORDER

The supplier must acknowledge in writing receipt, agreement and understanding of our purchase order (including specified delivery dates) within 24 hours of receipt of order. Failure to acknowledge our purchase order within 48 hours may result in order cancellation.

Any amendments by the supplier after the order has been acknowledged must be authorised by a duly authorised employee of John Mills & Sons (newcastle) ltd..

## REFERENCES

Purchase Order number and reference numbers must be correctly quoted on all correspondence, advice notes and invoices Failure to comply with this condition may result in the rejection of invoices.

## DELIVERY

John Mills & Sons (newcastle) ltd. reserves the right to cancel the Order if it has not been executed within the date Acknowledged by the supplier or within a reasonable time if no delivery date has been specified.

## CARRIAGE

unless otherwise agreed goods will be delivered carriage paid by normal means of transport. Where supplies are overdue John Mills & Sons (newcastle) ltd. may request despatch by express means at the Suppliers expense.

## QUANTITY

John Mills & Sons (newcastle) ltd. accepts no liability for goods supplied in excess of the quantities stated herein.

## QUALITY

Materials and goods shall in every respect be equal to the description, specification or previous approve supplies and shall be free of defects in design, manufacture, materials or workmanship. They shall be subject to inspection and approval by John Mills & Sons (newcastle) ltd. within reasonable time after delivery.

For companies that are registered to BS EN ISO 9001:2008. Then goods must be supplied in accordance with the requirements of the standard.

## INSPECTION/EXPEDITING

duly authorised representatives of John Mills & Sons (newcastle) ltd. shall be allowed to inspect, test, and expedite material ordered at any stage of manufacture and shall be allowed full access to Suppliers works or their subcontractor's works for these purposes. Any such inspection shall not prejudice the final inspection of such goods after delivery. To this effect the property in the goods shall not be deemed to have passed until John Mills & Sons (newcastle) ltd. has had reasonable opportunity to carry out such final inspection

Goods rejected as not to specification or otherwise defective shall be held at the Suppliers risk and returnable at the Suppliers expense and shall not count as having been delivered unless John Mills & Sons (newcastle) ltd. elects to make such goods fit for its purpose in which case the Supplier shall be liable for the cost thereof.

## PATENTS

The Supplier shall hold John Mills & Sons (newcastle) ltd. indemnified from and against all claims, damages and costs in respect of the actual or alleged infringement of any Patent, Trade Mark, Trade Name, Registered Design or other intellectual property right of a third party.

The Supplier shall not without written and specific consent of John Mills & Sons (newcastle) ltd. disclose or make use of information contained in John Mills & Sons (newcastle) ltd.'s purchase orders, drawings or specifications (whether patentable or not) for purposes other than the execution of this order.

## COMPANY PROPERTY

The Supplier shall be responsible for any property of John Mills & Sons (newcastle) ltd. which shall be issued to the Supplier for the execution of this order, whether tools, patterns, gauges or materials, and shall indemnify John Mills & Sons (newcastle) ltd. against the loss or damage to such property whilst in the possession of the Supplier

## PRICE

The Supplier shall not increase the price for all or part of this order without the written acceptance of a duly authorised employee of John Mills & Sons (newcastle) ltd.

## PACKING

Boxes, cases, packing or other material necessary for the safe transportation of the goods shall be supplied free; or, if charged for, will be credited in full when returned carriage forward.

## HEALTH AND SAFETY

The Supplier undertakes that he has disclosed in writing to John Mills & Sons (newcastle) ltd. adequate information about the use for which the article or substance is designed and has been tested, and about any conditions necessary to ensure that, when put to that use, it Will be safe and without risk to health, as required under the Health and Safety at Work Act 1974, Section 6.

Also the supplier shall provide on or prior to the date of supply all the relevant Health and Safety Data sheets as required by the Control of Substances Hazardous to the Health Regulations 1988

## SUPPLY OF SERVICES

Where the goods comprise the supply of services, the Supplier warrants that it has effected policies of insurance in respect of

(i) public liability for a sum of not less than £1,000,000 in respect of any one incident, and

(ii) employer's liability to the extent that John Mills & Sons (newcastle) ltd. will be fully indemnified in respect of any injury, loss or damage arising from carrying out of services

The Supplier will produce evidence of such insurances to John Mills & Sons (newcastle) ltd. on request. Additionally, no invoices will be paid until a signed acceptance of the following condition has been returned to John Mills & Sons (newcastle) ltd.

"The Supplier under this Purchase Order is not an employee of John Mills & Sons (newcastle) ltd. While it is intended that John Mills & Sons (newcastle) ltd. shall not be responsible for deduction or payment of any income tax or national insurance or similar contributions in respect of payments for services supplied under this Purchase Order, the Supplier will reimburse John Mills & Sons (newcastle) ltd. for any such tax or contributions John Mills & Sons (newcastle) ltd. is called upon to pay".

## PAYMENT TERMS

John Mills & Sons (newcastle) ltd. standard payment terms are 60 days net, unless agreed in writing otherwise.

## ACCEPTANCE

The order constitutes an offer subject to these conditions which will be deemed to have been accepted by performance of the contract in whole or in part by the Supplier.