

# Peace of Mind.



# emergent

**Supplier:**

Emergent Crown Contract Office Furnishings Ltd

**Title:**

Conditions of Purchase



## Emergent Crown Conditions of Purchase.

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In the context of these conditions the word “Company” is to be construed as meaning the company named Emergent Crown Contract Office Furnishings Ltd, which issued the order or the Assignee of the benefit and obligation of the order.

The word “Supplier” is to be construed as the recipient of the order. The words “goods” and “services” mean the goods and services described in the order or anything necessarily incidental thereto. The Contract means the Contract for goods or services concluded between the Company and the Supplier.

### CONDITIONS OFFER AND ACCEPTANCE

1. This order constitutes an offer on the part of the Company which will be accepted in writing by the Supplier, or by the actual execution of the order. Acceptance of the order is deemed to bind the Supplier to the terms of the order and these conditions and no goods or services shall be supplied by the supplier, its employees, agents or representatives except in accordance herewith.

### DELIVERY

2. Time of delivery or completion is of the essence of the Contract. Delivery or completion is not to have taken place until such time all documentations specified in the order has been delivered.

3. In the event of compliance with the terms of the order by the supplier being delayed, or interrupted or otherwise restricted for force majeure, lockout, strikes or workmen or any other cause whatsoever beyond the Supplier's or the Company's control then the Company is at liberty to defer the date of delivery or subject to the provisions or conditions of cancellation below to cancel this order.

4. The Supplier is to inform the Company of any circumstances likely to cause any delay in delivery of completion as soon as reasonably possible.

5. The Company will not accept any charge for packages, crates or containers of any description whatsoever except as in so far as such charge is incorporated in the quoted price.

6. Unless otherwise agreed all goods to be supplied carriage paid to the company's factory, or any branch or depot thereof, or as may be directed by the Purchaser.

### BANKRUPTCY AND BREACH

7. In the event of the Supplier being in substantial breach of the terms of the Contract or becoming bankrupt, or entering into a composition with its creditors or being a Company going into liquidation either voluntary or compulsory, the Company may by notice in writing to the Supplier cancel the order and any payments made by the Company to the Supplier in respect of the Contract shall be repaid.

### CANCELLATION

8. In the addition to those circumstances detailed above this order may be cancelled anytime by the Company giving the Supplier notice in writing. A fair and reasonable price shall be paid for all work in progress at the time of such cancellation and subsequently received by the Company.

### ASSIGNMENTS

9. The Supplier is not, without the written consent of the Company to assign or sub-contract the order or any part thereof.

10. the Company may assign the benefit and obligations of the Contract or any part thereof without requiring the consent of the Supplier.

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## PATENTS ETC.

11. The Supplier guarantees that the sale or the use of his products will not infringe any British or foreign patent, trade mark, trade name, copyright or registered design, and undertakes so indemnify and keep the Company indemnified against all actions, judgements, decrees, costs, claims, demands and expenses resulting from any actual or alleged infringement and undertakes at his own expense to defend or assist in the defence of any suit or action which may be brought in this connection.

12. All material and goods shall: conform as to quality, quantity and description with the particulars contained in this order; meet any ignitable or other tests contained in and in all other respects conform with such regulation relating to furniture as may have been made pursuant to the Consumers Safety Act 1978 at the time the order is placed (whether or not such regulation are then in operation); otherwise conform with the standards and regulations of any Government body or other regulatory body specified in the order; and be equal to supplies and samples (if any) previously approved as being of the required quality and meeting the same specification, regulations and standards. All material and goods shall be subject to the Company's inspection and approval to be made within a reasonable time after delivery and, if rejected, shall be held at the suppliers risk and returnable at the Suppliers expense. However, the company shall have the right as its option to put unsatisfactory materials and goods into a condition meeting the above requirements for acceptance and if the Company so elects the materials and goods shall be regarded as accepted, but Suppliers shall be debited with the costs to the Company of the necessary work.

13. The Supplier is to treat the order and all designs, drawings, specifications and information supplied therewith as confidential and is not to disclose the same to any third party without the Company's prior written consent, of infringe any copyright, patent, trade mark, name or registered design vested in the Company.

## GENERAL TERMS

14. Should the Supplier quote or give better terms to any person, firm, or company for materials and goods of similar quality and quantity, the Company will have the right to purchase on the same terms and the benefit of any such reduction shall be retrospective to the date of the lower quotation or the first supply at lower price, which is the earlier.

15. Duly accredited representatives of the Company shall be allowed to inspect materials ordered at any stage of manufacture.

16. Where this order constitutes a sub-contract pursuant to a contract with HM Government, or any department thereof, it is made subject to Government contract conditions in force from time to time and all other government rules, regulations or instructions apply to sub-contracts and in particular to a right of determination to the Company corresponding to the Government Department's right of determination.

17. The property in the goods agreed to be purchased and sold hereunder shall pass to the Company on delivery.

## ENGLISH LAW

18. All contracts between the Company and Supplier shall be governed and interpreted in accordance with English Law and the Supplier submits to the non-exclusive jurisdiction of the High Court of Justice of England.

## INSTRUCTIONS

1. Purchase order number must be quoted on all correspondence, advice notes and invoices.
2. The delivery or advice note must be despatched with the goods or posted without delay as the same day as despatch. Separate invoices to be sent for each delivery.
3. Part numbers, where given, must always be quoted on correspondence, delivery or advice notes and invoices.