

## Purchase Order----Conditions of Contract

### 1. General

The term "Contractor" shall mean Abstract Office Interiors Ltd. The term "Supplier" shall mean the person or company to whom the order is addressed. The term "Goods" shall mean the goods, materials or services, which the supplier has contracted to provide.

These conditions shall form the basis of a contract between the Supplier and the Contractor, and may not be assigned without the written consent of the Contractor.

Notwithstanding anything to the contrary in the Supplier's standard conditions or in any other documentation whatsoever or whensoever issued by the Supplier, these conditions shall apply.

These general conditions may be subject to further special conditions as may be set out in writing by the Contractor and in the event of a conflict between the two sets of conditions, the special conditions shall prevail.

Where this order relates to a Contract between the Contractor and a third party, (The Main Contract) then all terms and conditions applicable to this order are incorporated herein.

A copy of the Main Contract is available for inspection at any time, and the Supplier shall be deemed to have full knowledge of its terms and conditions and shall comply with them in so far as they are applicable to this order.

The Supplier shall indemnify the Contractor for all liabilities, costs, claims or damages payable or incurred by the Contractor by reason of any act default or breach of this Contract by the Supplier.

### 2. Deliveries

Deliveries are to be made in accordance with the dates shown on this order, and late deliveries will be regarded as a breach of contract.

Any damage suffered or costs incurred by the Contractor as a result of delivery delays will be charged to the Supplier who will indemnify the Contractor against all claims or the like that may arise.

### 3. Cancellation

The Contractor may, at any time, cancel all or any part of this order, if during the progress of the works events arise deeming it necessary, or if the Supplier fails to comply with any of the conditions of the Main Contract, or this Order. Similarly, any breach on the Supplier's part, either as regards to time of delivery or the like will entitle the Contractor to treat such breach as giving rise to damages.

The Contractor's liability in all events of cancellation will be limited to amounts due for goods supplied at the date of cancellation.

### 4. Set-Offs and Contra Charges

The Contractor reserves the right to set -off or deduct from any amounts due or becoming due to the Supplier on this or any other agreement, the amount of any actual or contingent costs, claims, damages or expenses that the Contractor may have or is likely to incur in respect of any breach of this agreement or the supply of any goods in connection with any other agreement that may be in existence.

### 5. Liability

The Contractor will accept no liability in respect of any Goods supplied without a written instruction or an official order, issued by the Contractor.

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## 6. Quality

All goods and workmanship supplied must be to the appropriate specification and to the satisfaction of the Contractor, Architect, as well as to the satisfaction of his Employers as defined in the Main Contract

## 7. Quantity and Type

The Contractor will not be liable in any respect for any goods supplied incorrectly, and will be entitled to reject any delivery or part thereof consisting of insufficient or incorrect Goods.

In the absence of any credit note due to the foregoing, the Contractor will have the right to deduct the value thereof from any monies due to the supplier.

## 8. Price

The Goods will be paid for at the prices shown on this Order, unless otherwise agreed by the Contractor in writing.

All invoices will be settled 30 days from month end of invoice date.

## 9. Ownership

The Supplier warrants that the Contractor shall get good and clear title to the Goods comprised in this Contract at the point when the Goods are delivered to and accepted by the Contractor

## 10. Acceptance

A detailed delivery ticket must accompany each consignment and only a delivery ticket bearing a signature of the Contractor will constitute acknowledgement of delivery subject to the terms of the contract.

Notwithstanding the acceptance of any delivery, the Contractor shall be entitled to reject any Goods, which are found to be damaged, defective, or otherwise not suitable for their purpose. The Supplier shall therefore immediately remove such defective, damaged or unsuitable Goods or replace if necessary, without any further costs to the Contractor.

