PURCHASE ORDER TERMS & CONDITIONS

1. **PURCHASE ORDERS:** Purchase Orders will be issued on our printed forms only and suppliers must obtain an official order in advance for all goods delivered or work executed.
2. **DELIVERY**: All goods are to be delivered, carriage paid, to Goods Inwards. Suppliers are responsible for damage including damage during transit
3. **ORDER NUMBER AND DATE:** These must be quoted on all Advice Notes, Invoices and correspondence relating to an order. Failure to do so may delay payment.
4. **PACKING**: Packing materials, if used, must be non-chargeable, unless otherwise stated in the purchase order.
5. **ADVICE NOTES**: An advice note must be posted to the delivery address the day the material is despatched, quoting the purchase order number, or must accompany the despatch.
6. **INVOICES**: An invoice must be sent to finance@eastcoast.ac.uk. Payment by nett 60 days unless negotiated otherwise.
7. **STATEMENT**: Statement of Account to be sent to Finance Department, East Coast College, Rotterdam Road Lowestoft, Suffolk, NR32 2PJ not later than the fifth of the month following delivery.
8. **INDEMNITY:** Every purchase order is subject to the following:
    - The seller warrants that the goods supplied shall be of such a nature and quality as to comply with the provisions of all material Acts of Parliament and all Orders and Regulations made thereunder and
    - The Seller agrees to indemnify the Buyer by reason of any breach of the same.
    - The Seller agrees to indemnify the Buyer against all actions, proceedings, costs, claims liability and damages arising out of any infringements of the rights of third parties in respect of any letters patent registered designs trademarks trade names or copyright.
10. **ACCEPTANCE:** Acceptance of the goods or any part thereof shall not prejudice the right of rejection of goods found to be defective. The College reserves the right to return to the seller at any time at the Seller's expense and risk the whole or any part of any goods which the College considers to be defective or of inferior manufacture.
11. **SALE OF GOODS 1979:** Sections 12 – 15 of the Sale of Goods Act 1979 shall specifically apply and no exclusions thereof shall be agreed.
12. **LEGAL BASIS:** This Contract shall be construed according to the Laws of England.