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Concorde Blinds,
4 Sunbeam Road,
Woburn Road Ind. Est.
Bedford. MK42 7BY

No. **5431**

Dated: 20/4/23.

Purchase Order

Qty.	Description of Goods / Services	Unit Cost (£)	Total Cost (£)
	Roller Blind for Board Room (Banlight Duo - Blackout) and fitting		283.90
	VAT @ 20%		56.78
	TOTAL.		<u>£ 340.68</u>

"Time is of the Essence."

Subject to the Terms and Conditions of Purchase overleaf.
All Invoices, Delivery/Packing Notes etc must quote this PO Number.

Woods Hardwick Ltd. Registered in England No.2133642
Registered Address: Equipoise House, Grove Place, Bedford MK40 3LE

Authorised by: as per J.W. email
dated 20/4/23. Director

Woods Hardwick Limited – Terms and Conditions of Purchase

1. GENERAL

- a) All Purchase Orders are made by the Company on the following terms and conditions and any contract made between the Company and the Seller shall incorporate and be subject to them. All other conditions or any variation thereof shall not apply unless expressly accepted by a Director of the Company in writing.
- b) Delivery by the Seller shall of itself constitute acceptance of the terms and conditions of this Purchase Order where acceptance shall not previously have been communicated to the Company.
- c) The Company will not be responsible for goods supplied or services rendered unless covered by an official Purchase Order, signed by a Director of the Company for the time being.

2. PRICE AND PAYMENT

- a) All prices are fixed and are not subject to escalation and shall include any tax for which the Seller is accountable.
- b) The Company shall not be responsible for any charges for goods or services supplied in excess of goods or services required by the contract or any variation thereof unless authorised by a further priced Purchase Order in writing.
- c) No payment of or on account of the contract price shall constitute any admission by the Company as to the performance by the Seller of its obligations.

3. TITLE/RISK

- a) Title and risk shall pass to the Company on delivery without prejudice to any right of rejection.
- b) The Seller shall be responsible for transport and unloading costs and for insurance of goods to their full value against all risks of damage or loss prior to completion of delivery.

4. DELIVERY AND PACKAGING

- a) The time stipulated for the delivery of goods or the completion of the work shall be of the essence of the contract.
- b) Failure by the Seller to adhere to any provisions as to time contained in the contract shall entitle the Company at its option to treat the contract as repudiated in whole or in part without prejudice to any other rights it may have. The Company shall be entitled to exercise this option at any time after the date for performance or delivery and shall not be prejudiced by any delay or indulgence to exercise such option.
- c) Any goods sold as per sample or to specification are only deemed to be delivered after completion of all relevant testing procedures to the Company's satisfaction.
- d) Delivery of goods shall be effected subject to clause 4c) above when unloaded at the Company's premises or as otherwise directed by the Company in writing. Goods in excess of quantities ordered or damaged or not to specification shall be returned at the Seller's risk and expense.
- e) All reasonable care will be taken for the safe despatch, at Seller's risk and expense, of any package where return is required. Any damage or loss caused by the Seller's failure to pack perfectly will be charged against the Seller's account.

5. INVOICES

Invoices must be rendered no later than 7 days following delivery, otherwise payment may be delayed but no discount will be forfeited.

6. GUARANTEE

- a) The Seller undertakes to make good with all necessary speed any defects in or any damage to the goods or services supplied due to faulty workmanship, materials or design which arise or become apparent within 12 months from the date of delivery, unless expressly varied by the Company in writing.
- b) All warranties and undertakings on the part of the Seller and all rights and remedies of the Company expressed or implied by Common Law or Statute shall apply.
- c) If the Company shall notify the Seller of any defective or damaged goods or faulty workmanship the Seller shall instruct the Company within 7 days with regard to the disposal, storage or return of such goods or necessary rectification of workmanship as the case may be and in default all such matters shall be at the Company's discretion and all costs and expenses incurred hereunder by the Company shall be borne by the Seller.

7. LIABILITY

The Seller shall indemnify the Company in respect of all costs, damages or other loss whatsoever incurred by the Company by reason of any claim for infringement of any letter, patent, design, trademark or trade name arising as a result of the use or sale of the goods or services supplied (save where the goods have been manufactured in accordance with specification or designs supplied by the Company) and any claim in contract or tort or otherwise for any direct or indirect damages, expenses or costs relating to damage to property or injury or loss to any person, firm or Company or for any loss of profit or productivity arising out of or occasioned by an error in design or drawings or any defects in or failure of the goods or services or part thereof supplied by the Seller or occasioned by reason of any act or omission of the Seller or his sub-contractor.

8. CANCELLATION

The Company shall be entitled to cancel the contract at any time by written notice to the Seller and in such event shall only be liable to the Seller for goods or services supplied in full conformity with the contract up to the date of cancellation.

9. RIGHTS OF ACCESS

- a) The Seller shall provide right of access to representatives of the Company to carry out Supplier Quality Audits should it deem them appropriate.
- b) The Seller shall provide right of access to representatives of the Company or of its Customers to enable them to verify at source that purchased materials conform to specified requirements. Such inspection or right to inspect shall not constitute acceptance or approval of the goods or work performed.

10. CARE OF PATTERNS

- a) All drawings, patterns, dies, moulds or tooling supplied by the Company or prepared by the Seller for and at the sole cost of Company shall be and remain the property of the Company.
- b) The Seller shall maintain such items in good order and condition and insure them against all risks whilst in the custody of the Seller and on completion of the contract or as otherwise directed by the Company shall return them to the Company in good order and condition.

11. COPYRIGHT

Copyright in all original work executed by the Company or by the Seller on the instructions of the Company shall be the sole property of the Company unless otherwise agreed in writing.

12. SUB-CONTRACTING

The Seller shall not sub-contract without the written authority of the Company.

13. DETERMINATION

If the Seller shall commit any act of bankruptcy or being a Limited Company if any resolution or petition to wind up such Company's business (otherwise than for the purpose of reconstruction or amalgamation) shall be passed or presented or a Receiver appointed of its undertaking, property or assets or any part thereof or if the Seller whether individual or a Company shall have any execution or distress levied upon any of his or its goods or property the Company shall have the right to determine any contract then subsisting without payment of compensation to the Seller and without prejudice to any claim or right that the Company might otherwise make or exercise.

14. JURISDICTION

For the benefit of Woods Hardwick Ltd. only each of the parties to any Contract irrevocably agrees that the courts of England and Wales are to have jurisdiction to settle any disputes which may arise out of or in connection with any Contract and submit to the jurisdiction of those courts.

15. PROPER LAW

The construction validity and performance of this contract shall be governed by the Law of England.