

# CONDITIONS OF ORDER

The following conditions apply to and are deemed to be incorporated in the contract for the supply to and the purchase by Geoffrey Robinson Limited (herein called G.R.L.) and the articles or things for any of them (herein called the "Goods") set out overleaf. They exclude any terms and conditions proffered by the person, firm or company (herein called the "Vendor") to whom the Order is addressed unless the contrary is expressed and specifically agreed in writing by G.R.L.

## 1. Purchase Order

G.R.L. will be responsible for payment of Goods only if ordered on their official Purchase Order Forms and the following conditions which are in addition to and without prejudice to G.R.L.'s right to Common Law or Statute as buyers, shall apply to all orders placed by G.R.L. unless otherwise agreed in writing by G.R.L.

## 2. Goods

- (i) Goods shall be fit for their purpose, free from any defect, be quality assured, to the reasonable satisfaction of the purchaser and conform in all respects including description and quantity with any written specification.
- (ii) Goods and all relevant documentation, materials and packaging and manner of supply shall conform in all respects with all relevant requirements of any legislation, orders, regulations, directives or codes of practice from time to time in force.

## 3. Delivery

The Goods, properly packed and secured, shall be delivered by the Vendor at the time(s) and at the place(s) and in the manner specified in the Order. An Advice Note shall be sent by the Vendor to the Address to which the Goods are sent the same day as the Goods are despatched stating in full the order number and how such Goods were addressed and despatched.

## 4. Variations

Neither G.R.L. nor the Vendor shall be bound by any variation to the Order except as agreed by both parties and confirmed by an Amendment to Order.

## 5. Acceptance

The Vendor shall confirm in writing his acceptance of the Order within ten days of its date. Acceptance of this Order entails the acceptance of the conditions upon which it is placed which shall be in substitution for the Vendor's Conditions of Sale.

## 6. Storage

If for any reason G.R.L. is unable to accept delivery of the Goods at the time specified in the Order, the Vendor shall store the Goods and take all reasonable steps to prevent their deterioration until their actual delivery. G.R.L. shall reimburse the Vendor for the reasonable costs (including insurance, unless otherwise agreed in writing by G.R.L.) of such storage.

## 7. Passing of Property

Subject to the provisions of this Clause, the property in the Goods ordered shall pass to G.R.L. in the delivery of the Goods. Such passing of the property shall remain at the vendors risk until delivery has actually taken place.

## 8. Rejection

If within 60 days of delivery or such time as the Order may state it is found that the Goods supplied do not conform to specification or sample or if the quality of materials and/or workmanship is not to G.R.L.'s reasonable satisfaction G.R.L. may without prejudice to any other right return the Goods to the Vendor at the Vendor's risk and expense and either determine the Order or require the Vendor to replace such Goods.

## 9. Break

If, owing to causes beyond G.R.L.'s control, the whole or any part of the Goods are in G.R.L.'s opinion no longer required, G.R.L. may cancel the Order in whole or in part in respect of any Goods undelivered. In such event, G.R.L. shall have the option of taking delivery of any Goods which are wholly or partially manufactured or of compensating the Vendor in terms to be agreed.

## 10. Payment for Goods

Unless otherwise specified, payment for the Goods shall normally be made by the end of the month following the month of invoice.

## 11. Guarantee

If within 12 months (or such other period as may be agreed) after Commissioning of the Goods, G.R.L. gives written notice to the Vendor of any defect in the Goods arising under proper use, from faulty design (other than a design specified by G.R.L. for which the Vendor has disclaimed responsibility in writing) materials or workmanship, the Vendor at his own cost shall immediately and without prejudice to any other right of G.R.L. replace or repair the defect.

## 12. Patents

In accepting G.R.L.'s Order the vendor warrants that the subject matter thereof does not infringe any Patent or Registered Design or Trade Mark and undertake to indemnify G.R.L. against all damages, losses or costs suffered by G.R.L. in respect of any breach of such warranty. Should G.R.L. receive any notification that the subject matter of the Order infringes any Patent or Registered Design or Trade Mark G.R.L. reserves the right to cancel the Order forthwith.

## 13. Materials provided by G.R.L.

The Vendor shall be fully responsible for any loss or damage to any of G.R.L.'s materials or other property whilst in the Vendor's possession for any purpose connected with the Order.

## 14. Assignment

Unless otherwise agreed by G.R.L. in writing, the Vendor shall not assign its obligations under the Order.

## 15. Bankruptcy

G.R.L. may cancel the Order forthwith if the Vendor becomes bankrupt or makes any arrangements with his creditors or being a Company goes into liquidation either voluntarily or compulsory.

## 16. Legal Construction

These Conditions and the Order shall be governed by and construed in accordance with English Law.

## 17. Trade Descriptions Act

It is a condition of the Order that the Goods supplied comply as to any statement in relation to them in all respects with the Trade Descriptions Act 1968 and any regulations made under it.

# GEOFFREY ROBINSON LIMITED

Macklin Avenue, Cowpen Industrial Estate, Billingham TS23 4ET

Tel: 01642 370500 Fax: 01642 370600 email: enquiry@geoffreyrobinson.co.uk



AL33963/FA

## Purchase Order No.

<b>Supplier:</b> Marske Furnishings 21 The Wynd Marske Redcar TS11 7LD	<b>Deliver To:</b> James Cook Hospital – Theatre 27 Marton Road Middlesbrough TS4 3BW
<b>Supplier Ref:</b> MF024639	<b>Deliver On:</b> w/c 17/10/22
<b>Our Ref:</b> AL33963 <b>Date:</b> 12/10/22	<b>Queries To:</b> Ronnie Pearson 07377 467327

Quantity	Description	Price
1	Cubicle tracking to existing tracks to accommodate description by Ronnie Pearson	£516.74
<b>PLEASE NOTE</b> Invoices will only be accepted by post or by email to <a href="mailto:accounts@geoffreyrobinson.co.uk">accounts@geoffreyrobinson.co.uk</a>		
<b>TOTAL ORDER VALUE</b>		<b>£516.74</b>

Ref: QPF7.0/01/0

This order is placed subject to the above requirements and those terms and conditions overleaf

Signed *v. Pacitto* ..... on behalf of **Geoffrey Robinson Ltd.**