

A-ONE+ PURCHASE ORDER - GENERAL CONDITIONS

1. IN THESE CONDITIONS:

- The Company means A-one+ Integrated Highway Services. The Purchase Order means the Company's official Purchase Order printed overleaf. The Order means the requirements of the Company set out in the Purchase Order. The Supplier means the party to whom the Purchase Order is addressed. The Contract means the Order accepted by the Supplier. The Goods means articles to be supplied and/or services to be rendered under the Contract.
2. Supplier must comply with the Company Supply chain Standards.
 3. The Purchase Order shall constitute an offer on the part of the Company subject to these conditions, except that where any new term or condition set out on the face of the Purchase Order is inconsistent with any of these General Conditions, then the new term or condition shall prevail.
 4. The offer hereby made by the Company may be accepted by the Supplier either in writing or by actual execution of the Purchase Order, in whole or in part. After acceptance by the Supplier, the whole of the Contract thereby concluded shall be deemed to be as set out in the Purchase Order and these General Conditions, and in any documents incorporated in the Contract thereby, and shall override any other representations, terms or conditions stipulated, referred to or implied by the Supplier, its servants or agents, whether in any order, or in any document, or in any negotiation or discussion. No other terms and General Conditions or variations shall be applicable unless expressly agreed to in writing by the Company, or otherwise implied by law.
 5. The Supplier will indemnify the Company against all claims (including any claims for consequential loss) made against the Company arising from injury to persons, or damage to property, suffered by any third party or by any servant or agent of the Company, which arises from the provision of goods or services of whatever description under this Contract. The Supplier shall first apply any sums received or to which it is, or may be, entitled under any relevant policy of insurance towards indemnifying the Company against such claims.
 6. (a) The Goods shall be in accordance with the requirements of the Contract, fit for their intended purpose and (in the case of articles and materials) shall conform to all appropriate standard specifications both express or implied unless otherwise agreed by the Company.
(b) The Supplier will make access available during normal working hours to his manufacturing site or store for representatives of the Company to carry out sampling, testing, surveys or any other checks that may be required in connection with this Purchase Order.
(c) If materials supplied under this Contract do not conform to the quality standards or descriptions specified in the Contract, or fail to meet performance requirements, then the Company reserves the right to reject such goods and, (without prejudice to any other remedies which may be available to the Company) to return the rejected goods at the Supplier's risk and expense.
(d) In the event of the Goods being rejected as aforesaid, the Company may either require the Supplier to supply further goods on terms identical to this Contract, or may obtain similar goods from sources other than the Supplier. Any difference in price from that quoted by the Supplier may be recovered from the Supplier as a simple contract debt, or set off against any monies owing to the Supplier, whether in connection with the Contract or otherwise.
(e) The Supplier shall indemnify the Company against any consequential loss which the Company suffers as a result of its failure to supply Goods in accordance with the terms of the Contract.
 7. The Contract may not be sub-let or assigned in whole or in part by the Supplier without the prior written consent of the Company.
 8. Delivery must be effected within any timescales stated on the Purchase Order by the Company with any such delivery timescale being of the essence in respect of the Contract. In the event of the Supplier failing to meet this condition, the Company may cancel this Purchase Order in whole or in part, and purchase the materials/services elsewhere. The Supplier's account will be debited with any loss or extra expense resulting therefrom.
 9. Unless otherwise agreed charges for packages or crates will not be accepted by the Company, but should the Supplier request the return of such packaging, then it will if practicable be returned by the Company at the Supplier's risk and expense.
 10. Where the Goods comprise machinery or equipment, the Supplier is responsible for ensuring that it complies with all current legislation at date of delivery.
 11. Where the Purchase Order is for hire of plant/vehicles, in the event of the loss or theft of the plant/vehicle whilst hired to the Company, then the Company will not be responsible for the first eight weeks charges from the date of the loss or theft; charges thereafter will only be payable at a rate of two thirds of the weekly charge until the claim is finalised and settled.
 12. All materials supplied under this Purchase Order must comply with all current health and safety legislation and, in addition, any services carried out on site must comply with all the Company's Safety Procedures, copies of which are available from the Company's safety department on request.
 13. Property in all materials provided under this Contract will pass to the Company on initial accepted delivery to the Company's premises or site, but such material will continue to be at the Supplier's risk until finally verified and accepted by the Company as fit for purpose.
 14. The Supplier shall submit valid VAT invoice(s) for the goods under this contract to the Company's address at Valley House, Valley Street North, Darlington, DL1 1TJ. Invoice(s) may be combined for several Purchase Orders but in all cases the relevant Purchase Order must be stated against individual items on the invoice. A valid invoice shall comprise an invoice(s) which;
 - (a) Is received by the Company on or before the 20th of the month following accepted supply of the Goods to the Company's premises or site
 - (b) Is sent to the Company's offices, address at Valley House, Valley Street North, Darlington, DL1 1TJ. Invoices not sent to this address will not be valid and payment may be delayed at the Company's discretion.
 - (c) Quotes a valid Purchase Order number on it (and if for summated Purchase Orders, all relevant and itemised Purchase Order numbers are clearly identified).
 - (d) The quantity and price per unit match all the relevant Purchase Orders
 - (e) Delivery notes relative to items on the invoice have been signed by a Company employee, and have been retained by the Supplier, and can be provided to the Company on request.
 15. Subject to compliance with the above, any and all valid invoice(s) will be paid 30 days from the end of the month for which the invoice(s) is valid (as per [appendix 1](#)).
 16. The Contract shall be subject to English Law and the Company and the Supplier hereby submit to the jurisdiction of the English Courts.