

Terms & Conditions Of Purchase Order

AUTHORITY

No order will be valid unless issued on our official order form and duly signed. No variation to the order or these conditions will be valid without the written and specific acceptance of Robert Cort valves Ltd (the Robert Cort Valves Ltd.).

ACKNOWLEDGEMENT OF PURCHASE ORDER

The supplier must acknowledge in writing receipt, agreement and understanding of our purchase order (including specified delivery dates) within 24 hours of receipt of order. Failure to acknowledge our purchase order within 48 hours may result in order cancellation.

Any amendments by the supplier after the order has been acknowledged must be authorised by a duly authorised employee of Robert Cort Valves Ltd..

REFERENCES

Purchase Order number and reference numbers must be correctly quoted on all correspondence, advice notes and invoices Failure to comply with this condition may result in the rejection of invoices.

DELIVERY

Robert Cort Valves Ltd. reserves the right to cancel the Order if it has not been executed within the date Acknowledged by the supplier or within a reasonable time if no delivery date has been specified.

CARRIAGE

unless otherwise agreed goods will be delivered carriage paid by normal means of transport. Where supplies are overdue Robert Cort Valves Ltd. may request despatch by express means at the Suppliers expense.

QUANTITY

Robert Cort Valves Ltd. accepts no liability for goods supplied in excess of the quantities stated herein.

QUALITY

Materials and goods shall in every respect be equal to the description, specification or previous approve supplies and shall be free of defects in design, manufacture, materials or workmanship. They shall be subject to inspection and approval by Robert Cort Valves Ltd. within reasonable time after delivery.

For companies that are registered to BS EN ISO 9001:2008. Then goods must be supplied in accordance with the requirements of the standard.

INSPECTION/EXPEDITING

duly authorised representatives of Robert Cort Valves Ltd. shall be allowed to inspect, test, and expedite material ordered at any stage of manufacture and shall be allowed full access to Suppliers works or their subcontractor's works for these purposes. Any such inspection shall not prejudice the final inspection of such goods after delivery. To this effect the property in the goods shall not be deemed to have passed until Robert Cort Valves Ltd. has had reasonable opportunity to carry out such final inspection

Goods rejected as not to specification or otherwise defective shall be held at the Suppliers risk and returnable at the Suppliers expense and shall not count as having been delivered unless Robert Cort Valves Ltd. elects to make such goods fit for its purpose in which case the Supplier shall be liable for the cost thereof.

PATENTS

The Supplier shall hold Robert Cort Valves Ltd. indemnified from and against all claims, damages and costs in respect of the actual or alleged infringement of any Patent, Trade Mark, Trade Name, Registered Design or other intellectual property right of a third party.

The Supplier shall not without written and specific consent of Robert Cort Valves Ltd. disclose or make use of information contained in Robert Cort Valves Ltd.'s purchase orders, drawings or specifications (whether patentable or not) for purposes other than the execution of this order.

COMPANY PROPERTY

The Supplier shall be responsible for any property of Robert Cort Valves Ltd. which shall be issued to the Supplier for the execution of this order, whether tools, patterns, gauges or materials, and shall indemnify Robert Cort Valves Ltd. against the loss or damage to such property whilst in the possession of the Supplier

PRICE

The Supplier shall not increase the price for all or part of this order without the written acceptance of a duly authorised employee of Robert Cort Valves Ltd.

PACKING

Boxes, cases, packing or other material necessary for the safe transportation of the goods shall be supplied free; or, if charged for, will be credited in full when returned carriage forward.

HEALTH AND SAFETY

The Supplier undertakes that he has disclosed in writing to Robert Cort Valves Ltd. adequate information about the use for which the article or substance is designed and has been tested, and about any conditions necessary to ensure that, when put to that use, it Will be safe and without risk to health, as required under the Health and Safety at Work Act 1974, Section 6.

Also the supplier shall provide on or prior to the date of supply all the relevant Health and Safety Data sheets as required by the Control of Substances Hazardous to the Health Regulations 1988

SUPPLY OF SERVICES

Where the goods comprise the supply of services, the Supplier warrants that it has effected policies of insurance in respect of

- (i) public liability for a sum of not less than £1,000,000 in respect of any one incident, and
 - (ii) employer's liability to the extent that Robert Cort Valves Ltd. will be fully indemnified in respect of any injury, loss or damage arising from carrying out of services
- The Supplier will produce evidence of such insurances to Robert Cort Valves Ltd. on request. Additionally, no invoices will be paid until a signed acceptance of the following condition has been returned to Robert Cort Valves Ltd.

"The Supplier under this Purchase Order is not an employee of Robert Cort Valves Ltd. While it is intended that Robert Cort Valves Ltd. shall not be responsible for deduction or payment of any income tax or national insurance or similar contributions in respect of payments for services supplied under this Purchase Order, the Supplier will reimburse Robert Cort Valves Ltd. for any such tax or contributions Robert Cort Valves Ltd. is called upon to pay".

PAYMENT TERMS

Robert Cort Valves Ltd. standard payment terms are 60 days net, unless agreed in writing otherwise.

ACCEPTANCE

The order constitutes an offer subject to these conditions which will be deemed to have been accepted by performance of the contract in whole or in part by the Supplier.