

THE MORAY COUNCIL
GENERAL CONDITIONS OF PURCHASE

1. Goods

The goods shall be supplied strictly in accordance with the specification and other special requirements stipulated in the Purchase Order. No deviation there from will be accepted without agreement in writing by the purchaser.

2. Inspection

The purchaser reserves the right at any time to inspect the materials to be used in the manufacture of the goods and the finished goods to be supplied under the purchase order but such inspection shall not relieve the seller of any obligation in law.

3. Time

The time stipulated for delivery of the goods shall be of the essence of the contract but the seller shall not be liable for delays caused by circumstances not within his control and not preventable by reasonable diligence and foresight on his part on condition that the seller shall give the purchaser due notice in writing immediately such delays are foreseen.

4. Ownership

The property in the materials to be used in the manufacture of the goods and/or the finished goods shall pass on delivery or on payment of the invoiced price, whichever is the earlier.

5. Risk

The goods shall remain at the Seller's risk until delivery is effected as provided in the Purchase Order.

6. Health and Safety at Work Act

The goods covered by this order shall conform to the requirements of the above Act where applicable

7. Patents

The Seller shall protect and indemnify the Purchaser against any and all liability, loss or expense by reason of any claim, action or litigation in respect of any alleged or actual infringement of any patent, copyright, trademark, foreign or domestic, resulting from the use or resale of the goods the subject matter of the Purchase Order or any part thereof.

8. Licenses and Permits

The Seller shall be responsible for ensuring that all statutory licenses, consents or permits required for the purpose of performance of the Purchase Order have been obtained.

9. Injury or Damage

Where the Purchase Order involves work by the Seller employees on the premises of the Purchaser, the Seller shall indemnify the Purchaser, their servants and agents against all claims arising out of the operations being undertaken by the Seller in pursuance of this Purchase Order or incidental thereto in respect of:-

- (a) Personal injury including death and industrial disease by any employee of the Seller or any third party, and
- (b) Loss or damage to the property, equipment or tools of the Seller or (think this should be or) the Seller's employees or of any third party.

10. Publicity

The Seller shall obtain Purchaser's permission before disclosing, by way of Press Release or otherwise to any third party, anything which relates to the goods or supply thereof except insofar as is necessary for the information of the Seller's suppliers.

11. Termination

The Purchaser may at any time give written notice to the Seller to terminate the Purchase Order forthwith and in such event the Purchaser shall arrange to have paid and the Seller shall accept, in settlement of all claims under the Purchase Order, such a sum as shall reasonably compensate the Seller for all work done and obligations assumed by it in performance of the Purchase Order prior to its termination and for all work reasonably done by it in given effect to such termination. The value of any material, payment for which has been arranged by the Purchaser, but left in the hands of the Seller shall be taken in account in calculating such sum.

12. Applicable Law

All contracts granted by the Moray Council shall be governed by the Law of Scotland.

These conditions shall be the only conditions of the Purchase Order and any variations or additions thereto shall be agreed in writing by the Moray Council and the Seller.