



gretb

Bord Oideachais agus Oiliúna
na Gaillimhe agus Ros Comáin
*Galway and Roscommon
Education and Training Board*

Registered Charity Number 20083427

Administrative Headquarters, An Coilear Ban, Athenry, Co. Galway H65 AT81

Telephone: +353 91 874500

Website: www.gretb.ie

E-Mail: **name on PO**

Please send Invoices to: **Individual GRETB site** who issued the PO

Authorised on behalf of the
Galway and Roscommon Education and Training Board (GRETB)

CONDITIONS OF PURCHASE

1. DEFINITION

"Buyer" means Galway and Roscommon Education and Training Board.

"Seller" means the person or company to whom the Order is addressed.

2. ORDER OF ACCEPTANCE

Acceptance of the Order by the Seller constitutes a Contract for delivery of the stipulated goods or services to the Buyer shown and under the terms specified. These conditions shall have effect for all orders placed by the Buyer and acceptance of such orders by the Seller, irrespective of any conditions of sale of such by the Seller, shall constitute complete acceptance of the conditions hereon in all cases.

3. TAX CLEARANCE PROCEDURES

(a) Galway and Roscommon Education and Training Board will operate all relevant Tax clearance procedures.

4. VALIDITY

The Buyer shall not be liable for any orders other than those issued or confirmed on official printed Order Forms duly signed on behalf of the Buyer.

5. DELIVERY

(a) The goods, properly packed and secured in such a manner as to reach their destination in good condition under normal conditions of transport, shall be delivered by the Seller at, or dispatched for delivery to the place or places and in the manner specified on the Order or as subsequently specified and marked for the attention of the person expecting the goods.

(b) When acknowledging the Order, the Seller must confirm that the required delivery dates will be met, or they must indicate clearly in all cases where the Buyer's delivery requirements cannot be met.

(c) Under no circumstances must the Seller offer the goods for delivery without prior Advice Notes and clear packing Specifications.

6. PACKING

The Buyer will accept no charges for packing materials unless clearly indicated originally on the Seller's quotation. Such charges will then be shown on the face of the Order.

7. SUB-CONTRACT

The Seller shall not, without the prior consent in writing of the Buyer, sub-let the Contract or any part thereof other than to a Company which is member of the group to which the Seller belongs. Any such consent shall not relieve the Seller of any of their obligations under the Contract. In such circumstances no responsibility for public liability will be accepted by the Buyer.

8. SHIPPING MARKS and NUMBERS

The Buyer's shipping marks and numbers, as shown on the Order, must be clearly shown on all packing cases or crates and on all documents relating to delivery. The 'ship to' and 'ship via' instructions should be complied with explicitly.

9. CONFIDENTIALITY

The Order, and the subject matter thereof, shall be treated as confidential between the Seller and Buyer, and shall not be disclosed by the Seller or any sub-contractor for the Seller to any third party, or used by the Seller or any sub-contractor for advertisement display, or publication without prior consent in writing by the Buyer.

10. DRAWINGS, PATTERNS, SPECIFICATIONS, etc.

(a) All drawings, patterns, specifications, moulds, or other tooling supplied by the Buyer, or prepared by the Seller for, and at the sole cost of the Buyer, shall remain the property of the Buyer.

(b) The Seller shall not use such Items, nor shall they authorise or permit them to be used by anyone else for or in connection with any purpose other than the supply of the goods to the Buyer unless such use is expressly authorised in writing by the Buyer.

(c) The Seller shall maintain such items in good order and condition and on completion of the contract or as otherwise directed by the Buyer, shall return them to the Buyer in good order and condition.

11. PRICES

(a) The Seller's price shall not be higher than last quoted or charged to the Buyer or its affiliates unless otherwise agreed in writing. Invoices must be tendered for each shipment under this Order on date of shipment. If not received promptly, invoices may be returned for redating. If before completing the performance hereunder the Seller shall

sell any goods or provide any services of the kinds and specifications covered by this Order to any other customer at a price that is lower for the same or a lesser quantity of goods or, for comparable services than the price then in effect hereunder, then the price to GRETB shall be reduced to such lower price.

- (b) This Order must not be filled in greater quantities or at prices higher than agreed without written approval of an authorised representative of the Buyer. If the price is not shown on the order, it is agreed that the Seller will furnish at no higher price than last purchased unless expressly authorised in writing by the Buyer. In the event this order is not filled in each particular detail as specified, the Buyer reserves the right to do any one or more of the following:
 - (i) To cancel the order.
 - (ii) To recover all losses, damage and expenses caused by such failure.
 - (iii) To require delivery by any means, the Seller will pay any increased transportation expenses.
- (c) CURRENCY - This contract will be deemed to be in Euro's unless otherwise clearly stated in writing in words and figures on the Order.
- (d) (d) The Buyer reserves the right to withhold Retention.

12. CANCELLATION

The Buyer reserves the right to cancel this order or any part of it and in any event the Buyer will be entitled to deduct from the agreed price any expense incurred by reason that:

- (a) The material or goods to be supplied are not received, or the work to be carried out is not completed, within 2 months of the Order, unless otherwise agreed, or
- (b) The material or goods supplied, or the work carried out, does not comply strictly with the description, specification and drawings relating thereto, or
- (c.) The material or workmanship is not sound in every respect or does not reach the standard specified or does not pass such inspection as may be required by the Buyer or the Buyer's customers.

13. DAMAGE or LOSS IN TRANSIT

The Seller will repair or replace, free of charge, goods damaged or lost in transit, provided the Buyer shall give the Seller written notification of such damage or loss within such time as will enable the Seller to comply with the carrier's conditions of carriage as affecting loss of damage in transit or when delivery is made by the Seller's own transport within a reasonable time.

14. INSPECTION DURING MANUFACTURE

- (a) The Buyer or their representatives shall have free entry at all reasonable times to all parts of the Seller's (or its sub-contractors) premises for the purpose of inspecting and testing the goods during manufacture, processing or storage to see if the goods are being furnished in accordance with the terms of the Order. Any such inspections and tests will be conducted so as not to interfere unnecessarily with the operation of the Seller's manufacture, process or storage of the goods.
- (b) If as a result of any inspection or test under sub-clause (a) above the Buyer is of the reasonable opinion that the goods do not or will not comply with the terms of the Order, the Buyer shall inform the Seller accordingly in writing and the Seller shall take such steps as may be necessary to ensure such compliance.
- (c) Any inspection by the Buyer shall not relieve the Seller from complying with any and all expressed or implied specifications, agreements or guarantees.
- (d) Failure by the Buyer to inspect under the provisions of this clause shall not be deemed to constitute a waiver of the Buyer's right to inspect at any subsequent time or other place.

15. REJECTION

- (a) The Buyer may, by notice in writing to the Seller, reject the goods if the Seller fails to comply with the order in regard to quality, quantity and description as specified on the order. Such written rejection would be made by the Buyer within 14 days of delivery unless another period has been agreed between the parties.
- (b) The Buyer shall, when giving notice of rejection, specify the reasons therefor and shall thereafter return the rejected goods to the Seller at the Seller's risk and expense. In such cases the Seller shall within a reasonable time replace such rejected goods with goods which are in all respects in accordance with the Contract.
- (c) Any money paid by the Buyer to the Seller in respect of any rejected goods not replaced by the Seller within a reasonable time, together with any additional expenditure over and above the Contract Price reasonably incurred by the Buyer in obtaining other goods in replacement shall be paid by the Seller to the Buyer.

16. ACCOUNTING

- (a) Invoices are to be addressed to each individual GRETB site and must reach the site within three (3) working days of any delivery or of any service having been supplied. Our Purchase Order Number, your Advice Number and the suppliers V.A.T. Registration Number must be clearly indicated on each Invoice.

- (b) A monthly Statement of Account should be rendered.
- (c) Goods purchased outside the State must have a Commodity Code Number quoted on all Invoices.

17. ARBITRATION

All disputes, differences and questions at any time arising between the parties as to the construction of the Contract or as to any matter or issue arising out of the Contract or in any way connected therewith shall be referred to the arbitration of a single arbitrator who shall be agreed between the parties or who, failing such agreement, shall be appointed at the request of either party by the Chief Executive of Galway and Roscommon Education and Training Board.

18. LAW OF THE CONTRACT

The Order between the Buyer and the Seller must be construed and the relationship between the parties shall be determined in accordance with the laws of the Republic of Ireland and shall be subject to the jurisdiction of the Irish Courts.

19. NOTICE TO SUB CONTRACTORS

Sub-contractors must present Tax Clearance Documentation at the beginning of each new financial year or on the award of a contract.

20. INSURANCE & INDEMNITY

Where any work or services are to be undertaken or supplied by the Supplier otherwise than at the Supplier's Premises, the Supplier shall adequately insure against all Employers Liability and Third-Party Risks, including Third Party Fire risks arising out of or in connection with the execution of such work and on the performance of such services and shall produce to the Buyer the policies of such insurances together with the receipts for premiums if requested. In the event of the Supplier failing to effect such insurances the Buyer shall be at liberty to insure on behalf of the Supplier and to deduct the amount of any premium so paid by the Buyer from any amounts due to the Supplier under the Contract. In addition, the Supplier shall also indemnify and adequately insure the Buyer against all claims and all costs in respect of any injury loss or damage to persons or property caused by the work or services carried out or performed by the Supplier or by the execution thereof or by its workmen. It is a condition of the Contract that the Supplier's employees, servants and agents become acquainted and comply with the fire precautions and regulations in existence at any site where work is carried out or the services are performed.