

PURCHASE ORDER TERMS AND CONDITIONS OF PURCHASE

Supplier, by accepting this Purchase Order, agrees:

1. Not to supply any item at a higher price than stated on the Purchase Order unless written authorization is received from JKI Ltd.
2. Client will not be liable for items delivered unless specifically identified on this Purchase Order.
3. Items delivered to or received by Client will be accepted only if accompanied by a detailed bill of lading.
4. No charge for packing or hauling will be paid unless so indicated on the face of the Purchase Order.
5. Shipping marks and weight as shown on your invoice or packing list must agree in every detail with those stencilled on the cartons/packages, which in each case, must conform with packing and marking instructions issued by JKI Ltd.
6. Unless otherwise noted in special instructions, all shipping charges are to be prepaid and added to invoice; no collect shipments will be accepted; no third party freight invoices will be accepted. All shipments must be insured for the full purchase price of the merchandise.
7. In cases where the Supplier is unable to deliver all or part of the items shown on the Purchase Order, the Supplier must notify JKI immediately. If the Supplier can only deliver part of the Purchase Order the Client can cancel the Purchase Order in its entirety, without liability, at the Client's sole discretion.
8. Client hereby reserves the right to cancel or recall, without liability, all or part of this Purchase Order if delivery is not made within the time specified, if indicated.
9. Invoice must be supported by Bill of Lading / Signed Delivery Note.
10. Supplier warrants that the items delivered pursuant to this Purchase Order shall be free of defects and fit for their intended purpose and shall conform to their specifications in relation to their character, propensity, merchantability, quality and capacity. Without limiting Client's remedies for a breach of any warranty, expressed or implied, Client reserves the right to return all or any part of the items listed on this Purchase Order if defective in any way or if otherwise not conforming to this Purchase Order. Supplier shall refund the Client in full for any such returned items, including freight charges and custom's duties to receive and return items, if applicable.
11. Where any bespoke work or services is commissioned the Client shall own all intellectual property rights in such work.
12. Supplier warrants that all items delivered pursuant to this Purchase Order are and shall be free and clear of all liens and encumbrances whatsoever and that Supplier has and will have good and marketable title to same. Supplier shall protect, hold harmless, and indemnify Client from and against any and all claims against Client arising out of any breach of this warranty. For the purposes of this clause JKI shall be a third party beneficiary under the Contracts (Rights of Third Parties) Act.
13. The Word "Client" shall include Client, its parent company, their subsidiary, related and associated companies and whether acting in the capacity of owner, operator or tenant of any hotel. This Purchase Order is placed upon the condition that Supplier shall protect, hold harmless, and indemnify Client and JKI from and against any and all claims, demands, losses, costs, damages, liens, suits, judgments, penalties, expenses and liabilities including, but not limited to the payment of royalties of every kind arising directly or indirectly out of, or in connection with, Supplier's products, services or operations conducted under this Purchase Order, any defect or alleged defect in design, material, or workmanship in, or any infringement or alleged infringement of copyright, patent, or trademark rights connected with the items ordered hereby and any failure of such items to conform to, or failure of Supplier to comply with applicable laws and regulations, including conformity with national or local building, fire or other codes. Except as Client otherwise agrees in writing, Supplier shall carry products' liability insurance reflecting a minimum of £1,000,000 in respect to any one claim or series of claims arising out of any event. In addition, Supplier agrees to indemnify Client and for the cost of defending any lawsuits arising therefrom and out of any other causes of action arising from providing specified items set forth on this Purchase Order.
14. These Terms and Conditions (and any further documents expressly referred to on this Purchase Order) are the only conditions on which Client is prepared to deal with the Supplier and they shall apply to the entire exclusion of all other terms or conditions. No variation shall have any effect unless expressly agreed in writing by Client or Procurement Consultant.
15. JKI acts as Purchase Consultant for the Client. The Named Client contracts on these terms with the Supplier. JKI has no liability to purchase or pay for the items ordered or otherwise under these terms.
16. These Terms and Conditions shall be governed by English Law and the parties submit to the jurisdiction of the English courts.