

Terms and Conditions of Purchase

1. Hong Kong Sports Institute Limited is hereinafter termed the Buyer. The Person, Firm or Company supplying the goods or services is hereinafter termed the Supplier.
2. The Buyer is a public body listed under the Prevention of Bribery Ordinance, and it is an offence to offer any gift, loan, discount or bribe to any of the employee of the Buyer in connection with this order.
3. No order is valid unless made out on the official Purchase Order form of the Buyer. The Buyer will not be responsible for payment for any goods or services supplied unless such Purchase Order can be produced.
4. The Supplier is required to acknowledge receipt of the order by completing and returning the Buyer's acknowledgement of the order slip.
5. Prices for supply of goods on the face of this Purchase Order are net prices after allowing for all trade and cash discount, and shall include the cost of containers, packings and packing materials.
6. Any queries on this order should be addressed to: -
The Assistant Purchasing Manager, Hong Kong Sports Institute Limited, 25 Yuen Wo Road, Sha Tin, New Territories, Hong Kong.
7. The goods or services supplied against this order must be packed and delivered in accordance with the instructions typed on the face of this order.
8. Should the Supplier anticipate any delay in the performance of the work or delivery of the goods, the estimated period of the delay together with a revised programme of delivery must be advised to the Buyer immediately and the Buyer shall reserve its rights for damages against the Supplier resulting from such delay.
9. Before despatching the goods, the Supplier shall carefully inspect and test them for compliance with the specifications, it shall be expressly agreed that the Buyer will be entitled to inspect and test the goods at all times during manufacture, processing or storage. All deliveries of goods will be subject to inspection by the Buyer and will be deemed to have been accepted by the Buyer only after they have been inspected and a delivery note signed by a representative authorised by the Buyer.
10. All prices quoted by the Supplier are to remain firm unless otherwise is agreed in writing by the Buyer. The Supplier guarantees that the price stated does not exceed his regular domestic price and that such price is not higher than that charged to other purchasers for goods of similar nature. Violation of this clause will entitle the Buyer to rescind this order and/or to claim a refund for the excess price paid.
11. Suppliers are advised that delivery notes must accompany deliveries. Delivery notes must show the order number, quantity of goods/services, description of goods/services to be provided and Suppliers' name.
12. Partial deliveries or delay in completion of the order will not be accepted except with the prior agreement of the Buyer.
13. Invoices should be sent to: -
The Finance Department, Hong Kong Sports Institute Limited, 25 Yuen Wo Road, Sha Tin, New Territories, Hong Kong
14. Invoices and all correspondences must contain the Purchase Order number.
15. Unless otherwise specifically agreed at the time of acceptance of this order, no payment will be made on partial delivery. Payment will be made 30 days after acceptance of goods/service.
16. The Supplier warrants that the goods and/or services will be fit for their intended purpose and that the goods and/or services comply with any patent, trade mark or similar laws and are used by the Buyer without restriction and that the Supplier will indemnify the Buyer from and against all liabilities, claims, demands, actions, costs and damages, arising out of or in connection with any infringement or any alleged infringement.
17. The Buyer reserves the right to make any purchase/purchase of the ordered goods /services from the open market, if the supplier fails to comply with the terms and conditions laid down in the Purchase Order of Tender. In such event, the Supplier will be responsible for any additional charges or other damages incurred in the provision of the required goods/services.
18. The Supplier shall indemnify the Buyer against all losses or other liabilities whatsoever arising from the supply of goods and/or services under this order whether arising directly or indirectly from negligence or acts of omission on the part of the Supplier or his subcontractors or agents.
19. The Supplier shall not be entitled to sub-contract the supply of goods and/or services to be provided under the Purchase Order except with the prior written consent of the Buyer.
20. The Buyer has the "Patent" and "Copyright" of the design of the Buyer's logo and the Buyer only authorises Supplier to produce the goods during the terms of this agreement for the sole purpose of fulfilling this order. Supplier acquires no right to the design by its use and may consequently only use the logo for the duration of this agreement and to the extent specified by the Buyer. The Buyer shall have the sole and exclusive right in its sole discretion to bring legal actions against the Supplier for "Patent" infringement by the Supplier.
21. The Supplier shall not be responsible for any failure to ship the goods or any part thereof which may arise from acts of God, fires, explosions, strikes, lockout, riot, civil commotions, mobilisations, threat of existence of war, blockades, embargoes, requisition of vessels, epidemics, or from any other cause beyond the reasonable control of the Supplier. The Supplier shall notify the Buyer within ten (10) days from the date of actual occurrence of the cause and the Buyer may exercise the right to cancel the order in its entirety or in part whether for partially delivered orders or orders yet to be fulfilled.
22. The Conditions given herebefore shall have precedence over any conditions given on any Acceptance Form, Advice or Delivery Form on any other document emanating from the Supplier unless and by separate negotiation a Condition is amended and confirmed by the Buyer signing an amendment to the order.
23. The Conditions given herebefore and any disputes between the Buyer and Supplier on the supply of goods and/or services involved shall be subject to and constructed in accordance with the laws of Hong Kong.

- | | | | |
|-----|--|------|--|
| 一、 | 香港體育學院有限公司以下稱買方。供應貨品或服務之人士，商號或公司以下稱供應商。 | 十六、 | 供應商保證貨品及/或服務均適合擬作之用途，而該等貨品及/或服務均遵守任何專利、商標或類似之法例，並得由買方在無限制情況下使用，而供應商將保障買方不致由於或有關任何違反或被指稱違反該等法例而牽涉一切責任、申領、要求、訴訟費與損害費之承擔。 |
| 二、 | 買方為《防止賄賂條例》名單內所列之公共機構，因公而向買方僱員提供任何禮物，貸款，折扣或賄賂，均屬違法。 | 十七、 | 倘供應商未能遵照採購定單或投標上列明之規條，買方保留權利向公開市場採購或聘用已定購之貨品/服務。在此情況下，供應商須負責於取得所需貨品/服務時招致之任何額外費用及其他損失。 |
| 三、 | 任何定單均需以買方之正式採購定單提供，否則無效。除非能出示此等採購定單，否則買方將不負責支付任何提供之貨品或服務之費用。 | 十八、 | 供應商將保障買方毋須承擔任何由於在此定單下供應之貨品及/或服務而導致之一切損失或其他責任，不論其是否直接或間接由於供應商或其轉包人或代理人之疏忽或遺漏而造成者。 |
| 四、 | 供應商須填妥“承認收妥定單便條”交回買方以確認收到定單。 | 十九、 | 供應商除得買方書面同意外，否則無權將採購定單內需予提供之貨品及/服務轉包他人。 |
| 五、 | 採購定單上列出之貨品價錢乃除淨所有商業及現金折扣後之實價，並包括容器、包裝及包裝材料之成本在內。 | 二十、 | 買方擁有其會徽之設計專利權及版權，而買方授權供應商在此合約期內所製造之貨品仍僅供完成此一訂單之用。供應商並不因使用該會徽而取得有關其設計之任何權利，因此只可在此合約期內將該會徽用於買方所指定之範圍。供應商倘有侵犯版權者，買方有全權自行決定對供應商採取法律行動。 |
| 六、 | 有關該定單之任何查詢請函寄：香港新界沙田源禾路 25 號香港體育學院有限公司助理採購經理收。 | 二十一、 | 供應商毋須負責任何由於天災、火警、爆炸、罷工、封廠、暴動、民事騷亂、動員令、戰爭威脅、封鎖、禁運、徵用船隻、疫症、或其他供應商無法合理予以控制之原因導致貨品或部分貨品未能付運。供應商須於事件實際發生後十天之內通知買方，而買方有權就已部分付貨或未曾付貨之定單而將全份或部分定單予以取消。 |
| 七、 | 根據該定單提供之貨品或服務，必須依照該定單上列明之指示包裝及運送。 | 二十二、 | 上列之規條，將較供應商提出之任何接納表，通知或送貨表或任何其他文件上列出之任何條件有優先地位，除非及經另外商討修訂一項規條，並由買方簽署一項該定單之修訂本作者則屬例外。 |
| 八、 | 倘供應商預見工作之進行或貨品之運送會有任何延誤，必須立即將估計延誤之期間連同一份修訂之運送程序表通知買方，買方保留追討因上述延誤所造成的損失的權利。 | 二十三、 | 上列之規條，及買方與供應商之間牽涉貨品及/或服務之供應之糾紛，均須根據香港法例予以解釋及解決。 |
| 九、 | 貨品付運之前，供應商必須小心檢查及試驗其是否符合指定規格。買方有權於貨品之製造、加工或貯存期間任何時間內視察及試驗貨品。所有送來之貨品均須經買方檢驗，只有在買方之授權代表驗貨及簽署送貨單後，該等貨品方可當作已為買方接納。 | | |
| 十、 | 所有供應商報出之價錢均不能隨意更改，除非得買方書面同意則除外。供應商並須保證所報之價錢不得超越其同類貨品通常本地售價，且該價錢亦不較其售予其他買家為高。如有任何違反此規條者，買方將有權取消此定單及/或要求退還多付之款項。 | | |
| 十一、 | 供應商須注意送來貨品必須具備送貨單。送貨單必須列明定單號碼、貨品/服務之數量、提供之貨品/服務名稱及供應商名稱。 | | |
| 十二、 | 分批送貨或延期完成訂單者將不被接納，惟已得買方預先同意者除外。 | | |
| 十三、 | 發票應寄：香港新界沙田源禾路 25 號香港體育學院有限公司財務部。 | | |
| 十四、 | 發票及所有往來信件必須列明定單號碼。 | | |
| 十五、 | 除非曾在接納該定單時特別協議，否則貨款將於貨品或服務全部收妥後 30 天內付。 | | |