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**STANDARD TERMS AND CONDITIONS FOR SALE OF GOODS  
(PURCHASE ORDER)**

YOUR ORDER REFERRED TO OVERLEAF OR ATTACHED IS ACCEPTED ON THE BASIS THAT THE TERMS AND CONDITIONS BELOW SHALL APPLY TO THE ORDER AND ANY SUBSEQUENT CONTRACT BETWEEN US. PLEASE READ ALL OF THEM CAREFULLY. THESE TERMS AND CONDITIONS WILL NOT AFFECT ANY STATUTORY RIGHTS WHICH YOU MAY BE ENTITLED TO FROM TIME TO TIME AND WHICH BY LAW CANNOT BE VARIED OR EXCLUDED.

**1. Formation of a Contract**

**1.1** Acknowledgment and acceptance of this order by you must be made signing the duplicate order enclosed with it.

**1.2** This order shall be accepted entirely at our discretion and shall constitute a legally binding contract between us and you and such contract is hereafter referred to in these terms and conditions as "an order".

**1.3** These conditions shall override any contrary, different or additional terms and conditions contained or referred to in any quotations, estimates, prior order forms or other documents from us. No addition, alteration, substitution or waiver of these terms and conditions will be valid unless expressly accepted in writing by us or a person authorised to sign on our behalf.

**1.4** Nothing in these terms and conditions shall prejudice any condition or warranty expressed or implied, or any legal remedy to which we may be

entitled in relation to the goods / and or the work the subject of this order.

**1.5** These terms and conditions shall be construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English courts.

## **2. Specification**

All goods supplied by us shall be in accordance with our current price list as published from time to time and further specifications or descriptions expressly listed or set out on the face of the order.

## **3. Acceptance**

**3.1** You will be deemed to have accepted all goods upon their delivery by us to the address specified in the order.

**3.2** We must be informed in writing within [*Insert number of days, e.g. 14 days*] days of acceptance of the order of any changes, alterations, reductions or cancellations. We reserve the right to retain any deposits or charge in full for any goods supplied or fabricated where cancellation is not made within the period specified.

## **4. Delivery and Risk**

**4.1** Unless otherwise stated in the order, the price quoted includes delivery to the address specified in the order.

**4.2** Whereas we will try to ensure compliance with any delivery times and dates given, such times and dates are an estimate only. We will not be responsible for any loss whatsoever arising from or consequential upon delay in delivery.

**4.3** Risk in the goods shall pass to you upon delivery.

**4.4** In the event we should fail to deliver within [*Insert number of days, e.g. 30 days*] from the date of your order you may cancel your order at any time after that and any deposit paid by you will be returned in full.

**Sample document – the remaining are clause headings only  
Full document contains all clauses**

## **5. Title and Payment**

**6. Price**

**7. Damage in Transit**

**8. Force Majeure**

**9. Guarantees**

**10. Exclusions**

**11. Complaints**

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