

STANDARD TERMS AND CONDITIONS (QUOTATIONS)

THE TERMS AND CONDITIONS BELOW ARE GIVEN OVERLEAF OR ATTACHED AND APPLY TO THE SUPPLY OF ANY ITEMS DETAILED HEREIN. PLEASE READ CAREFULLY.

1. Formation of a Contract

1.1 The quotation given on or attached to this order shall remain valid for a period of *[Insert period]*.

1.2 On acceptance of the quotation within the period in paragraph 1.1 above, you agree to these conditions. Each quotation accepted shall constitute a binding contract between you and us, subject to these terms and conditions as stated above.

1.3 No addition, alteration, substitution or modification of conditions will be valid unless expressly authorised in writing by us or our authorised signatory on our behalf.

1.4 Nothing in these terms and conditions shall constitute a warranty expressed or implied, or any liability or entitlement in relation to the goods / services supplied.

2. Specification

All goods supplied by us shall be in accordance with any further specifications or descriptions given in writing on the face of the order.

3. Acceptance

3.1 You will be deemed to have accepted the goods / services at the address specified in the order.

3.2 We must be informed in writing within *[Insert number of days]* days of acceptance of the order or cancellation. We reserve the right to refuse any order.

for any goods supplied or fabricated
period specified.

4. Delivery and Risk

4.1 Unless otherwise stated in the
the address specified in the order.

4.2 Whereas we will try to ensure
dates given, such times and dates
responsible for any loss whatsoever
in delivery.

4.3 Risk in the goods shall pass to

4.4 In the event we should fail to
30 days] days from the date of yo
time after that and any deposit pa

5. Title and Payment

5.1 We warrant that we have good
title as we have in the goods to yo

5.2 Unless otherwise stated in the
comprised in each order shall beco
before delivery/ day of delivery /

5.3 We will charge daily interest o
rate of 4% per annum above the t
from the date the payment was du

5.4 Title to the goods comprised in
have paid the full price, although v
payment becomes due notwithstar

6. Price

6.1 If the rate of value added tax
order and the date of delivery we v
value added tax to the price of the

6.2 If the price of the goods increa
of your order and the date of deliv

the choice of accepting the price in
any deposit paid by you will be ref

7. Damage in Transit

We will replace free of charge any
been damaged in transit provided
carriers in writing within *[Insert no*

8. Force Majeure

8.1 We shall not be liable for delay
under this order if the delay or fail
our reasonable control.

8.2 For the purposes of this condit
be limited to acts of God, war, terr
or explosions.

8.3 Upon the happening of a "forc
reasonable extension of time for th

9. Guarantees

[Select one of the following statem

We grant the following guarantee(

OR

We do not provide additional guar

10. Exclusions

10.1 We do not exclude liability fo
not be liable for any direct loss or
as a result of any negligence, bre
otherwise in excess of *[Insert amo*
Twenty Thousand Pounds. You ma
insurance].

10.2 We shall not under any circumstances be liable for consequential loss howsoever caused by our failure to perform under this contract, misrepresentation or otherwise.

10.3 We or our insurers shall not be liable for any claim unless you have given us written notice of such claim within [number of days] days of its occurrence and given us the opportunity to investigate such occurrence.

11. Complaints

We aim to provide a high level of service. If you have a complaint regarding the goods provided, please contact us at *full name and address for complaints*.

12. Jurisdiction

If any part of these terms and conditions shall be construed in accordance with the law of England and Wales, they shall be subject to the exclusive jurisdiction of the courts of England and Wales.

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EXAMPLE AGREEMENT

STANDARD TERMS AND CONDITIONS (QUOTATIONS)

THE TERMS AND CONDITIONS BELOW ARE GIVEN OVERLEAF OR ATTACHED AS A SUPPLY OF ANY ITEMS DETAILED HEREIN. PLEASE READ CAREFULLY.

1. Formation of a Contract

1.1 The quotation given on or attached to this order shall remain valid for a period of **14** days.

1.2 On acceptance of the quotation within the period in paragraph 1.1 above, you agree to these conditions. Each quotation accepted shall constitute a binding contract between you and us in these terms and conditions as stated.

1.3 No addition, alteration, substitution or variation of conditions will be valid unless expressly authorised to sign on our behalf.

1.4 Nothing in these terms and conditions shall constitute a warranty expressed or implied, or entitle you to any claim in relation to the goods / services.

2. Specification

All goods supplied by us shall be in accordance with any further specifications or descriptions given on the face of the order.

3. Acceptance

3.1 You will be deemed to have accepted the goods / services at the address specified in the order.

3.2 We must be informed in writing of any changes, alterations, reductions to retain any deposits or charge in where cancellation is not made with

4. Delivery and Risk

4.1 Unless otherwise stated in the the address specified in the order.

4.2 Whereas we will try to ensure dates given, such times and dates responsible for any loss whatsoever in delivery.

4.3 Risk in the goods shall pass to

4.4 In the event we should fail to order you may cancel your order and by you will be returned in full.

5. Title and Payment

5.1 We warrant that we have good title as we have in the goods to you

5.2 Unless otherwise stated in the comprised in each order shall become

5.3 We will charge daily interest on rate of 4% per annum above the t from the date the payment was due

5.4 Title to the goods comprised in have paid the full price, although v payment becomes due notwithstanding

6. Price

6.1 If the rate of value added tax order and the date of delivery we v value added tax to the price of the

6.2 If the price of the goods increases between the date of your order and the date of delivery, you will have the choice of accepting the price in effect at the date of delivery. Any deposit paid by you will be refunded.

7. Damage in Transit

We will replace free of charge any goods that have been damaged in transit provided you notify us by carriers in writing within **7** days of receipt.

8. Force Majeure

8.1 We shall not be liable for delay or non-delivery under this order if the delay or failure to deliver is outside our reasonable control.

8.2 For the purposes of this condition, "force majeure" shall be limited to acts of God, war, terrorism, strikes or explosions.

8.3 Upon the happening of a "force majeure" event, we shall grant a reasonable extension of time for the completion of the order.

9. Guarantees

We do not provide additional guarantees.

10. Exclusions

10.1 We do not exclude liability for death or personal injury. We shall not be liable for any direct loss or damage, including consequential loss, as a result of any negligence, breach of contract or otherwise in excess of **£20,000, T**

10.2 We shall not under any circumstances be liable for consequential loss howsoever caused, including consequential loss, contract, misrepresentation or otherwise.

10.3 We or our insurers shall not be liable for any loss or damage unless you have given us written notice of the loss or damage within 7 days of its occurrence given us or our insurers every fact and circumstance which caused or contributed to the loss or damage.

11. Complaints

We aim to provide a high level of service. If you have a complaint regarding the goods produced by us, please contact us as soon as possible.

Precision Delta Spindles, 89 Flockton Road, Wakefield, WF1 1LH

12. Jurisdiction

If any part of these terms and conditions affect the validity or enforceability of any of the conditions shall be construed in accordance with the law of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

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