

## STANDARD TERMS AND CONDITIONS (ORDERS)

YOUR ORDER REFERRED TO OVER BASIS THAT THE TERMS AND CON ORDER AND ANY SUBSEQUENT CO OF THEM CAREFULLY.

### 1. Formation of a Contract

**1.1** Acknowledgment and accepta signing the duplicate order enclose

**1.2** This order shall be accepted e a legally binding contract between referred to in these terms and con

**1.3** These conditions shall override and conditions contained or referre order forms or other documents fr or waiver of these terms and cond in writing by us or a person author

**1.4** Nothing in these terms and co warranty expressed or implied, or entitled in relation to the goods / a

### 2. Specification

All goods supplied by us shall be ir published from time to time and fu listed or set out on the face of the

### 3. Acceptance

**3.1** You will be deemed to have ac the address specified in the order.

**3.2** We must be informed in writin *days*] days of acceptance of the or or cancellations. We reserve the ri

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]* from the date of your order  
after that and any deposit paid by

#### **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  
*before delivery/ day of delivery / 7*

**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 increas  
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 other breach of contract.

**10.3** We or our insurers shall not be liable for any claim for consequential loss unless you have given written notice of such claim within [21 days] days of its occurrence and we shall 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, they shall be subject to the exclusive jurisdiction of the courts of England and Wales.

(c) www.compactlaw.co.uk / all rights reserved

## **EXAMPLE AGREEMENT**

### **STANDARD TERMS AND CONDITIONS (FOR ORDERS)**

YOUR ORDER REFERRED TO OVER BASIS THAT THE TERMS AND CON ORDER AND ANY SUBSEQUENT CO OF THEM CAREFULLY.

#### **1. Formation of a Contract**

**1.1** Acknowledgment and accepta signing the duplicate order enclose

**1.2** This order shall be accepted e a legally binding contract between referred to in these terms and con

**1.3** These conditions shall override and conditions contained or referre order forms or other documents fr or waiver of these terms and cond in writing by us or a person author

**1.4** Nothing in these terms and co warranty expressed or implied, or entitled in relation to the goods / a

#### **2. Specification**

All goods supplied by us shall be ir published from time to time and fu listed or set out on the face of the

#### **3. Acceptance**

**3.1** You will be deemed to have ac the address specified in the order.

**3.2** We must be informed in writin of any changes, alterations, reduc

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 a  
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 yo

**5.2** Unless otherwise stated in the  
comprised in each order shall beco

**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 **14 days**.

## **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**

**We do not provide additional g**

## **10. Exclusions**

**10.1** We do not exclude liability fo  
not be liable for any direct loss or  
as a result of any negligence, brea  
otherwise in excess of **£20,000**,

**10.2** We shall not under any circu  
consequential loss howsoever caus  
contract, misrepresentation or oth

**10.3** We or our insurers shall not  
unless you have given written noti  
and given us or our insurers every

## 11. Complaints

We aim to provide a high level of service. If you have a complaint regarding the goods provided, please contact us at **Precision Delta Spindles, 89 Fildes Road, Buntingford, Cambs, CB11 3JG**.

## 12. Jurisdiction

If any part of these terms and conditions is held to be invalid or unenforceable, the remaining provisions 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.

(c) [www.compactlaw.co.uk](http://www.compactlaw.co.uk) / all rights reserved