

STANDARD TERMS AND CONDITIONS (PURCHASE ORDERS)

THE TERMS AND CONDITIONS BELOW APPLY TO ALL PURCHASE ORDERS GIVEN OVERLEAF OR ATTACHED TO ANY ORDER BETWEEN US FOR THE SUPPLY OF

1. Formation of a Contract

1.1 Acknowledgment and acceptance of these terms and conditions is deemed to occur when you sign the duplicate purchase order. By signing the duplicate purchase order, you are bound by these terms and conditions. This document is an individual legally binding contract. These terms and conditions hereinafter referred to in these terms and conditions will be accepted entirely at our discretion.

1.2 These conditions shall override any other terms and conditions contained or referred to in any forms or other documents from us. Any written waiver of these terms and conditions must be in writing by us or a person authorised by us.

1.3 Nothing in these terms and conditions shall constitute a warranty expressed or implied, or a representation entitled in relation to the goods / services.

2. Our Responsibility

2.1 We will ensure that all materials and workmanship practices and are free from defects and are completed with reasonable care and skill and in accordance with the specification.

2.2 Before starting any work we will inspect the work. All work quoted is appropriate and in accordance with the specification.

2.3 If after our inspection any further work is required, alterations in design, specification or materials, the costs we will send you details of the work and the costs of the works once your written acceptance is received.

2.4 We will make good any damage caused by us to your property.

3. Your Responsibility

3.1 You will permit us during normal business hours and thereafter to undertake the work specified in the order.

3.2 You will remove all items necessary for the work and cover and protect all fixtures and fittings.

3.3 You will obtain all permissions (including planning permission) from landlords and other authorities required before the work can commence.

3.4 Where you are required to provide measurements or information such as drawings, the measurements or information provided by you are at the price to make good any errors.

4. Type(s) of Work Undertaken

[Select one of the following statements]

We specifically do not carry out the following types of work:
Customer: *[List types of work]*.

OR

We will carry out all types of work specified in the order.

5. Deposit

5.1 On acceptance of the order in writing, the deposit specified in the order shall be payable and shall be due upon satisfactory completion of the work.

5.2 If you fail to pay the order price within the *[Insert number of days]* days of it becoming due interest shall be payable on the amount due at a daily rate of *[Insert percentage]* above the then base lending rate of the Bank of England until actual date of payment was due.

5.3 Should you cancel your order, the deposit below your deposit may not be repaid.

6. Cancellations

6.1 If you change your mind you may cancel your order by writing within *[Insert number of days]* and we will refund your deposit in full.

6.2 If you fail to cancel your order within the time specified in paragraph 6.1 above your deposit will be forfeited.

7. Force Majeure

7.1 We shall not be liable for delay or non-performance under this order if the delay or failure is caused by circumstances beyond our reasonable control.

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

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

8. Guarantees

[Select one of the following statements]

We grant the following guarantee(s):

OR

We do not provide additional guarantees.

9. Exclusions

9.1 We do not exclude liability for death or personal injury. We shall not be liable for any direct loss or damage, including consequential loss or damage, as a result of any negligence, breach of contract or otherwise in excess of *[Insert amount]* Twenty Thousand Pounds. You may wish to consider insurance.

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

9.3 We or our insurers shall not be liable for any claim unless you have given written notice of such claim within *21 days* of its occurrence and we shall investigate such occurrence.

10. 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*.

11. Jurisdiction

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

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EXAMPLE AGREEMENT

STANDARD TERMS AND CONDITIONS (PURCHASE ORDERS)

THE TERMS AND CONDITIONS BELOW APPLY TO ALL PURCHASE ORDERS GIVEN OVERLEAF OR ATTACHED TO ANY ORDER BETWEEN US FOR THE SUPPLY OF

1. Formation of a Contract

1.1 Acknowledgment and acceptance of these terms and conditions by signing the duplicate purchase order form shall constitute a legally binding contract. These terms and conditions hereinafter referred to in these terms and conditions will be accepted entirely at our discretion.

1.2 These conditions shall override any other terms and conditions contained or referred to in any order forms or other documents from us. No oral or written waiver of these terms and conditions shall be valid without writing by us or a person authorised by us.

1.3 Nothing in these terms and conditions shall affect any warranty expressed or implied, or any right which may be entitled in relation to the goods / services.

2. Our Responsibility

2.1 We will ensure that all materials and workmanship are free from defects and are carried out with reasonable care and skill and in accordance with the specifications.

2.2 Before starting any work we will ensure that all work quoted is appropriate and in accordance with the specifications.

2.3 If after our inspection any further work is required or alterations in design, specification or materials, the extra costs we will send you details of the work and the extra costs once your written acceptance is received.

2.4 We will make good any damage caused by our work.

3. Your Responsibility

3.1 You will permit us during normal business hours and thereafter to undertake the work specified in the order.

3.2 You will remove all items necessary for the work and cover and protect all fixtures and fittings.

3.3 You will obtain all permissions (including planning permission) from landlords and other authorities required before the work can commence.

3.4 Where you are required to provide measurements or information such as drawings, you will provide the measurements or information. Where measurements or information are not provided, you will be liable for the price to make good any errors.

4. Type(s) of Work Undertaken **We will carry out all types of work specified in the order.**

5. Deposit

5.1 On acceptance of the order in writing, the deposit specified in the order shall be payable. The deposit is due upon satisfactory completion of the work.

5.2 If you fail to pay the order price within the time specified, interest shall be chargeable on the outstanding amount at the rate of 10 per cent per annum above the then prevailing rate from the date the payment was due.

5.3 Should you cancel your order, the deposit below your deposit may not be repaid.

6. Cancellations

6.1 If you change your mind you may cancel the order in writing within **14** days at the address specified in the order. The deposit will be returned in full.

6.2 If you fail to cancel your order in accordance with paragraph 6.1 above your deposit will be forfeited.

7. Force Majeure

7.1 We shall not be liable for delay or non-performance under this order if the delay or failure to perform is outside our reasonable control.

7.2 For the purposes of this condition, the delay or non-performance shall be limited to acts of God, war, terrorism, strikes or explosions.

7.3 Upon the happening of a "force majeure" event, we shall grant a reasonable extension of time for the performance of our obligations.

8. Guarantees

We do not provide additional guarantees.

9. Exclusions

9.1 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**

9.2 We shall not under any circumstances be liable for consequential loss howsoever caused by breach of contract, misrepresentation or otherwise.

9.3 We or our insurers shall not be liable for any loss or damage unless you have given written notice of the loss or damage and given us or our insurers every opportunity to inspect the goods.

10. Complaints

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

Precision Delta Spindles, 89 Fildes Road, Buntingford, Cambs, CB11 3JG

11. Jurisdiction

If any part of these terms and conditions affect the validity or enforceability of these 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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