

## STANDARD TERMS AND CONDITIONS (QUOTATIONS)

THE TERMS AND CONDITIONS BELOW ARE GIVEN OVERLEAF OR ATTACHED AND APPLY TO THE SUPPLY OF ANY ITEMS DETAILED THEREIN. PLEASE READ CAREFULLY. THESE TERMS AND CONDITIONS DO NOT OVERTAKE STATUTORY RIGHTS WHICH YOU MAY HAVE AND WHICH BY LAW CANNOT BE EXCLUDED.

### 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.

**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 a representation entitled in relation to the goods / services supplied.

**1.5** These terms and conditions shall be governed by the law of England and shall be subject to the jurisdiction of the courts.

### 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 when you receive them at the address specified in the order.

**3.2** We must be informed in writing within *5* *days* of acceptance of the order or cancellations. We reserve the right to return any goods supplied or fabricated within the period specified.

### **4. Delivery and Risk**

**4.1** Unless otherwise stated in the order, the goods shall be delivered to the address specified in the order.

**4.2** Whereas we will try to ensure delivery on the dates given, such times and dates are not guaranteed. We are not responsible for any loss whatsoever resulting from delay in delivery.

**4.3** Risk in the goods shall pass to you when you receive them.

**4.4** In the event we should fail to deliver the goods within *30 days* from the date of your order, you may cancel the order after that and any deposit paid by you shall be refunded.

### **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 order, the goods shall be delivered comprised in each order shall become your property *before delivery/ day of delivery / 7 days* after the date of delivery.

**5.3** Title to the goods comprised in the order shall pass to you when you have paid the full price, although you may not have received the goods. Payment becomes due notwithstanding any delay in delivery.

### **6. Price**

**6.1** If the rate of value added tax changes between the date of the order and the date of delivery we will adjust the price of the goods and value added tax to the price of the goods at the date of delivery.

**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 in writing within *[Insert number of days]* of the date of receipt of the goods from the carriers in writing within *[Insert number of days]*.

### **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 due to circumstances beyond 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 be entitled to a reasonable extension of time for the completion of the order.

### **9. Guarantees**

*[Select one of the following statements]*

We grant the following guarantee(s):

*OR*

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 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.*

**10.2** We shall not under any circumstances be liable for consequential loss howsoever caused by our failure to perform under 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 [a certain number of days] days of its occurrence and give 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*.

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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. THESE TERMS AND CONDITIONS DO NOT OVERTAKE STATUTORY RIGHTS WHICH YOU ENJOY AND WHICH BY LAW CANNOT BE VARY

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

**1.1** The quotation given on or attached to this order shall remain valid for a period of **21** days.

**1.2** On acceptance of the quotation within the period in paragraph 1.1 above, you shall be bound by the conditions. Each quotation accepted shall constitute a binding contract between you and us in these terms and conditions as "quoted".

**1.3** No addition, alteration, substitution or modification 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 shall entitle you in relation to the goods / services.

**1.5** These terms and conditions shall be governed by the law of England and shall be subject to the jurisdiction of the courts.

#### **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 if you do not reject them at the address specified in the order.

**3.2** We must be informed in writing of any changes, alterations, reductions or cancellations. We reserve the right to retain any deposits or charge interest where cancellation is not made within the specified time.

### **4. Delivery and Risk**

**4.1** Unless otherwise stated in the order, the goods will be delivered to the address specified in the order.

**4.2** Whereas we will try to ensure delivery by the dates given, such times and dates are not guaranteed. We shall not be responsible for any loss whatsoever resulting from delay in delivery.

**4.3** Risk in the goods shall pass to you when the goods are delivered to you.

**4.4** In the event we should fail to deliver the goods in accordance with the order you may cancel your order and the goods ordered 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 order, the goods ordered shall be delivered to you as described in the order.

**5.3** Title to the goods comprised in the order shall pass to you when you have paid the full price, although payment becomes due notwithstanding the date of delivery.

### **6. Price**

**6.1** If the rate of value added tax changes between the date of the order and the date of delivery we will adjust the price of the goods to include value added tax to the price of the goods.

**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 **14** 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**, unless you have given us written notice of the loss or damage within 30 days of the date of the loss or damage.

**10.2** We shall not be liable for consequential loss howsoever caused by our negligence, breach of 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 30 days of the date of the loss or damage 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 provided,

**Precision Delta Spindles, 89 FLO**

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