

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 GOODS AND SERVICES. THESE TERMS AND CONDITIONS WILL APPLY TO ALL ORDERS WHICH YOU MAY BE ENTITLED TO DISCOUNTS WHICH CANNOT BE VARIED OR EXCLUDED.

1. Formation of a Contract

1.1 Acknowledgment and acceptance of these terms and conditions by signing the duplicate purchase order shall constitute 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 order forms or other documents from us. No oral or written waiver of these terms and conditions shall be valid unless 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 shall entitle you in relation to the goods / services.

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

2. Our Responsibility

2.1 We will ensure that all materials and services are free from defects and are provided with reasonable care and skill and in accordance with the contract.

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

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

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

3. Your Responsibility

3.1 You will permit us during normal business hours and thereafter to undertake the work in accordance with 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 or 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 are to be provided at the price to make good any errors or omissions.

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 accordance with the order specified in the order shall be payable by you and due upon satisfactory completion of the work.

5.2 If you fail to pay the order price within *[Insert number of days]* days of it becoming due interest amounts at a daily rate of *[Insert rate]* above the then base lending rate of payment was due until actual date of payment.

5.3 Should you cancel your order within *[Insert number of days]* 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 *[Insert number of days]* 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 beyond our reasonable control.

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

7.3 Upon the happening of a "force majeure" event, we shall grant a reasonable extension of time for the performance of this 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 not be liable for any direct loss or as a result of any negligence, breach otherwise in excess of *[Insert amount Twenty Thousand Pounds. You may have insurance]*.

9.2 We shall not under any circumstances consequential loss howsoever caused contract, misrepresentation or other

9.3 We or our insurers shall not be unless you have given written notice *21 days]* days of its occurrence and investigate such occurrence.

10. Complaints

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

EXAMPLE AGREEMENT

STANDARD TERMS AND CONDITIONS (PURCHASE ORDERS)

THE TERMS AND CONDITIONS BELOW APPLY TO ALL PURCHASE ORDERS GIVEN OVERLEAF OR ATTACHED TO INVOICES. BY ACCEPTING THESE TERMS AND CONDITIONS YOU AGREE TO WHICH YOU MAY BE ENTITLED TO. THESE TERMS AND CONDITIONS CANNOT BE VARIED OR EXCLUDED.

1. Formation of a Contract

1.1 Acknowledgment and acceptance of these terms and conditions is confirmed by signing the duplicate purchase order. By signing the purchase order you are bound by these terms and conditions. This purchase order forms an individual legally binding contract. These terms and conditions hereinafter referred to in these terms and conditions. All purchase orders 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. Any variation or 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 shall entitle you in relation to the goods / services.

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

2. Our Responsibility

2.1 We will ensure that all materials and services are of a standard of good practices and are free from defects. We will deliver goods and services with reasonable care and skill and in accordance with the contract.

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

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

2.4 We will make good any damage.

3. Your Responsibility

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

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

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

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

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

5. Deposit

5.1 On acceptance of the order in writing, the order price specified in the order shall be payable in full and 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 order price 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, your deposit below your deposit may not be repaid.

6. Cancellations

6.1 If you change your mind you must write to us in writing within **14** days at the address above in full.

6.2 If you fail to cancel your order in accordance with paragraph 6.1 above your deposit will be used to purchase the goods.

7. Force Majeure

7.1 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.

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

We do not provide additional guarantees.

9. Exclusions

9.1 We do not exclude liability for death or personal injury, but 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, including consequential loss arising from breach of contract, misrepresentation or other tortious acts.

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 as soon as possible.

Precision Delta Spindles, 89 Flood Road, Buntingford, Cambridgeshire, SG8 6JH

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