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STANDARD TERMS AND CONDITIONS FOR BUSINESS SALE OF GOODS (QUOTATIONS)

THE TERMS AND CONDITIONS BELOW SHALL APPLY TO THE QUOTATION GIVEN OVERLEAF OR ATTACHED AND ANY SUBSEQUENT CONTRACT FOR THE SUPPLY OF ANY ITEMS DETAILED IN THIS QUOTATION. PLEASE READ CAREFULLY.

1. Formation of a Contract

1.1 The quotation given on or attached to these terms and conditions will only remain valid for a period of *[Insert number of days, e.g. 14 days]* days.

1.2 On acceptance of the quotation by placing an order within the specified period in paragraph 1.1 above, you will be bound by these terms and conditions. Each quotation accepted shall constitute an individual legally binding contract between you and us. Such contract is hereinafter referred to in these terms and conditions as "an order".

1.3 No addition, alteration, substitution or waiver of these terms and conditions will be valid unless expressly accepted in writing by us or a person authorised to sign on our behalf.

1.4 Nothing in these terms and conditions shall prejudice any condition or warranty expressed or implied, or any legal remedy to which we may be entitled in relation to the goods / and or the work the subject of this quotation.

2. Specification

All goods supplied by us shall be in accordance with the quotation given and any further specifications or descriptions agreed or expressly listed or set out on the face of the order.

3. Acceptance

3.1 You will be deemed to have accepted all goods upon their delivery by us to the address specified in the order.

3.2 We must be informed in writing within *[Insert number of days, e.g. 14 days]* days of acceptance of the order of any changes, alterations, reductions or cancellations. We reserve the right to retain any deposits or charge in full for any goods supplied or fabricated where cancellation is not made within the period specified.

4. Delivery and Risk

4.1 Unless otherwise stated in the order, the price quoted includes delivery to the address specified in the order.

4.2 Whereas we will try to ensure compliance with any delivery times and dates given, such times and dates are an estimate only. We will not be responsible for any loss whatsoever arising from or consequential upon delay in delivery.

4.3 Risk in the goods shall pass to you upon delivery.

4.4 In the event we should fail to deliver within *[Insert number of days, e.g. 30 days]* days from the date of your order you may cancel your order at any time after that and any deposit paid by you will be returned in full.

Sample document – the remaining are clause headings only
Full document contains all clauses

5. Title and Payment

6. Price

7. Damage in Transit

8. Force Majeure

9. Guarantees

10. Exclusions

11. Complaints

12. Jurisdiction

If any part of these terms and conditions are found to be unlawful it shall not affect the validity or enforceability of the remaining clauses. These terms and conditions shall be construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English courts.

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