

STANDARD TERMS AND CONDITIONS FOR SALE OF GOODS (PURCHASE ORDERS)

YOUR ORDER REFERRED TO OVERLEAF OR ATTACHED IS ACCEPTED ON THE BASIS THAT THE TERMS AND CONDITIONS BELOW SHALL APPLY TO THE ORDER AND ANY SUBSEQUENT CONTRACT BETWEEN US. PLEASE READ ALL OF THEM CAREFULLY.

1. Formation of a Contract

1.1 Acknowledgment and acceptance of this order by you must be made signing the duplicate order enclosed with it.

1.2 This order shall be accepted entirely at our discretion and shall constitute a legally binding contract between us and you and such contract is hereafter referred to in these terms and conditions as "an order".

1.3 These conditions shall override any contrary, different or additional terms and conditions contained or referred to in any quotations, estimates, prior order forms or other documents from us. 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 order.

2. Specification

All goods supplied by us shall be in accordance with our current price list as published from time to time and further specifications or descriptions 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 **14 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 the agreed time frame 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.

5. Title and Payment

5.1 We warrant that we have good title to the goods and will transfer such title as we have in the goods to you pursuant to paragraph 5.3 below.

5.2 Unless otherwise stated in the order, payment of the price of the goods comprised in each order shall become due **on the day of delivery**

5.3 We will charge daily interest on late payment of the amounts due, at a rate of 4% per annum above the then base lending rate at Bank of England from the date the payment was due until actual date of payment.

5.4 Title to the goods comprised in the order shall not pass to you until you have paid the full price, although we reserve the right to sue for the price once payment becomes due notwithstanding that title may not have passed.

6. Price

6.1 If the rate of value added tax (VAT) increases between the date of your order and the date of delivery we will add the necessary additional amount of value added tax to the price of the goods.

6.2 If the price of the goods increases for any other reason between the date of your order and the date of delivery we will notify you of this and give you the choice of accepting the price increase or cancelling the order in which case any deposit paid by you will be refunded in full.

7. Damage in Transit

We will replace free of charge any goods proved to our satisfaction to have been damaged in transit provided that such damage is notified to us or the carriers in writing within **7 days**.

8. Force Majeure

8.1 We shall not be liable for delay or failure to perform any of our obligations under this order if the delay or failure is caused by any circumstances beyond our reasonable control.

8.2 For the purposes of this condition, "force majeure" shall include, but not be limited to acts of God, war, terrorism, civil disorder, industrial dispute, fire or explosions.

8.3 Upon the happening of a "force majeure" event we shall be entitled to a reasonable extension of time for the performance of our obligations.

9. Guarantees

We do not provide additional guarantees.

10. Exclusions

10.1 We do not exclude liability for death or personal injury, however we shall not be liable for any direct loss or damage suffered by you howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise in excess of **£10,000 (Ten Thousand Pounds)**.

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

10.3 We or our insurers shall not be liable or investigate any claim for loss unless you have given written notice to us within **14 days** of its occurrence and given us or our insurers every facility to investigate such occurrence.

11. Complaints

We aim to provide a high level of service. If you do have an enquiry or complaint regarding the goods provided by us please address them to : **Complaints Department, Strider Ltd, 12 Park Terrace, Westcliff on Sea, Essex, SS0 7PH.**

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.