

Terms of Sale

1. Quotation

- a) Quotations shall be valid for thirty days from the date of issue.
- b) [Company name] reserve the right to alter the quotation because of circumstances outside of its control.

2. Acceptance

If any instruction is received by [Company name] from the Customer for the supply of products and/or services, it shall constitute acceptance of the terms and conditions contained herein. Upon acceptance of these terms and conditions by the Customer, the terms and conditions are definitive and binding.

3. Terms and Conditions

These terms and conditions and any subsequent terms and conditions issued by [Company name] shall apply to all orders for the goods and the services made by the Customer after the date and time at which these conditions are first delivered or sent by email or facsimile to, or otherwise brought to the notice of, any employee, staff member or representative of the Customer. Any order made by the Customer after the date and time described above in this clause shall be deemed to be an acceptance of these conditions.

4. Price

4.1. The Price is calculated using costs at the date of quotation, and is subject to any increases or decreases in those costs and in any applicable taxes or duties arising between the date of Quotation and the date of supply.

4.2. [Company name] reserves the right to implement a surcharge for alterations to specifications of products after the order has been placed.

5. Payment, Late Payment, Default of Payment, Guarantor

5.1. The method of payment will be made by cash, or by cheque, or by bank cheque, or by direct credit, or by any other method as agreed to between the Customer and [Company name] .

5.2. A minimum deposit of [50%] of the total quoted price or invoiced amount is required to commence work, and the remainder of the invoiced amount within [????? days of completion / before the 20th of the month following the invoice date].

5.3. Progress payments will be required on larger contracts and will be determined on a case by case basis, else 5.2 will apply.

5.4. Late payment shall incur interest at the rate of 2% per month or part month. This shall be payable on any monies outstanding under the Contract from the date payment was due until the date payment is received by [Company name] , but without prejudice to [Company

name] other rights or remedies in respect of the Customer default in failing to make payment on the due date.

5.5. Without prejudice to any other remedies **[Company name]** may have, if at any time the Customer is in breach of any obligation (including those relating to payment), **[Company name]** may suspend or terminate the supply of Goods and/or Services to the Customer and any of its other obligations under the terms and conditions. **[Company name]** will not be liable to the Customer for any loss or damage the Customer suffers because **[Company name]** exercised its rights under this clause.

5.6. In the event that:

a. any money payable to **[Company name]** becomes overdue, or in **[Company name]** opinion the Customer will be unable to meet its payments as they fall due; or

b. the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or

c. a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer; then without prejudice to **[Company name]** other remedies at law;

[Company name] shall be entitled to cancel all or any part of any order of the Buyer that remains unperformed in addition to, and without prejudice to any other remedies; and all amounts owing to the Company shall, whether or not due for payment, immediately become payable.

5.7. If the Customer defaults in payment of any invoice when due, the Customer shall be liable for all costs and disbursements incurred by **[Company name]** in pursuing the debt including legal costs of a solicitor and own client basis and **[Company name]** collection agency costs.

5.8 Where the Customer is a limited liability company, The director/owner personally guarantees full payment of all fees and disbursements as per our Terms of Sale. We reserve the right to enforce our debt and all rights granted to us by this agreement upon the Guarantor in the first instance.

6. Personal guarantee

6.1. The guarantor(s) named hereunder (the guarantor) acknowledges by signing below that such person(s) have read the provisions of the personal guarantee set out below and understands the nature and the effect of the guarantee. Such person(s) agree that they are bound by the guarantee.

6.2. In consideration of **[Company name]** entering into this agreement and/or credit arrangement with the Customer the guarantor guarantees to **[Company name]** the due and punctual payment by the Customer of all moneys payable by the Customer whether alone or with one or more others now or in the future for any reason to **[Company name]** and the due and punctual performance of all obligations, duties, liabilities and undertakings owed the Customer.

6.3 Although as between the guarantor and the Customer the liability of the guarantor may be that of a surety only, as between the guarantor and [Company name] the guarantor will be deemed to be a principal debtor and not be released by any acts, matter or thing the happening of which would release on liable only as surety.

6.4 This guarantee is a continuous guarantee until all of the obligations of the Customer to [Company name] have been fully discharged; The guarantor agrees to indemnify [Company name] from and against any liability, loss or damage which it might incur by reason of any breach by the Customer of the Customers obligations to [Company name] being or becoming void or unenforceable.

6.5 When two or more guarantors are parties hereto this Guarantee and the obligations and agreements on their part herein contained or implied shall bind them jointly and each of them severally.

6.6. The following shall constitute defaults by the Customer:

- a. Non-payment of any sum by the due date.
- b. The Customer intimates that it will not pay any sum by the due date.
- c. Any goods and services are seized by any other creditor or any other creditor intimates that it intends to seize goods and services.
- d. Any goods and services in the possession of the Customer are materially damaged while any sum due from the Customer to [Company name] remains unpaid.
- e. The Customer is bankrupted or put into liquidation or a receiver is appointed to any of the Customer assets or landlord distains against any of the Customer's assets.
- f. A court judgment is entered against the customer and remains unsatisfied for seven days.
- g. Any material adverse change in the financial position of the customer.

7. Governing laws

These Terms of Sale will be interpreted in accordance with applicable government legislation, which will have exclusive legal jurisdiction over any dispute in relation to the products and/or services or these Terms of Trade.

8. Dispute resolution

[Company name] will endeavour to resolve any dispute between the Customer and itself without the need for Court proceedings. Any such attempt is without legal prejudice. No claim relating to the goods and services will be considered unless made within fourteen days of delivery.

9. Reservation of title

Ownership and title of the goods remains with [Company name] until the purchased price and all other monies owing by the Customer, under the contract or any other contract to [Company name] , have been paid in full.

10. Warranty

Manufacturer's warranty applies where applicable.

11. Force Majeure

[Company name] shall not be liable for any failure or delay in delivery caused by any event beyond their control.

12. Privacy Act 1993

The Customer authorises [Company name] to collect, retain and use personal information about the customer for the following purposes:

- a. Assessing the Customers credit worthiness
- b. Disclosing to a third party, details of this application and any subsequent dealings it may have with [Company name] for the purpose of recovering amounts payable by the Customer and providing credit references.
- c. Marketing goods & services provided by [Company name]
- d. [Company name] may take photographs of installed products for use in [Company name] marketing and advertising material.

Customer

Guarantor

(Required where the Customer is a limited liability entity)

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Name (Legal entity)

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Name

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Position

.....
Position (Director/manager/shareholder)

Guarantor

(Required where the Customer is a limited liability entity)

.....
Name

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Position (Director/manager/shareholder)