

# Sparks Laser Services - Terms & Conditions Of Sale

## 1. CONDITIONS OF ORDER ACCEPTANCE

a) Unless otherwise agreed by us in writing, any order received following and based on this quotation will be accepted only on the terms and conditions detailed below; or within the quotation; not withstanding any conditions or terms contained in or printed on such order or otherwise.

## 2. QUOTATIONS AND CONTRACTS

- a) All quotations illustrations, drawings technical specifications, dimensions and weights are to be considered as an approximate guide, unless specifically included in the contract.
- b) We reserve the copyright of all drawings, plans and all other data provided: production in part or whole is expressly forbidden without our written permission.
- c) We reserve the right, at our option, to include any un-catalogued modifications and improvements which have been developed.
- d) Any alteration or amendment to any part of the order must be received in writing and confirmed by us, in writing, before becoming effective.
- e) In the event of any changes in United Kingdom or exporting country's governmental procedures affecting the transit; import; export of the goods; we reserve the right to amend the contract accordingly.
- f) The minimum order value is fifty pounds excluding V.A.T.

## 3. CANCELLATION

a) Cancellation of an order cannot be accepted without our written consent and then only on terms acceptable to ourselves.

## 4. PRICES

- a) The prices in this quotation, valid for 30 days are based upon the quoted terms of payment being accepted and, in the event of these terms not being agreed to by the purchaser, it may be necessary for the price to be adjusted accordingly.
- b) Prices quoted are ex works of manufacturer; exclusive of V.A.T. and for period of delivery shown.
- c) Prices do not include any taxes, tariffs or similar charges imposed from any source whatsoever.

## 5. TERMS OF PAYMENT

- a) Payment terms for account customers are 30 Days unless stated otherwise in our quotation.
- b) Payment terms must be strictly observed and the purchaser is not entitled to withhold payment or any part thereof.
- c) Any advance payments made by the purchaser are payments on account and do not constitute a deposit.
- d) On overdue payments, interest will be charged at a rate equal to three per cent above the Bank of England rate ruling at the time payment is due. This, however does not affect the obligation of making payments on the stipulated dates.
- e) If dispatch of goods is deferred through the fault of the purchaser. An invoice will be raised on the date goods were due for despatch and the invoice will become due 30 days from that date or as stated on our quotation.

## 6. DELIVERY

- a) The delivery period is to be considered as approximate only.
- b) Delivery period, confirmed by us in our order conformation, will commence on conclusion of the contract, and upon receipt by us of all necessary advance payments with order.
- c) Delivery period applies to the date goods will be ready for dispatch from the manufacturer's works.
- d) Delivery period may be extended if affected by strikes, lockouts, breakdowns, fire or other causes beyond our control; failure by the purchaser to supply all necessary information for the execution of the order; or when such order is amended or changed.
- e) No liability whatsoever for inability to deliver within the quoted period will be accepted by us whether on account of direct or consequential loss.
- f) It is a condition that the purchaser waive any clauses in their specification of order which subject us to penalty or damages for delay, or which grant the option to purchase elsewhere in the event of late delivery.
- g) Contract cannot be terminated on account of late delivery.
- h) Any damage, errors or shortages must be notified in writing within 5 days of delivery.

## 7. TITLE AND RISK

- a) All goods supplied remain our property until payment has been received in full.
- b) Risk will pass to the purchaser immediately upon delivery. Unless Purchaser arranges collection then risk passes to purchaser upon collection.
- c) If dispatch is deferred through the fault of the purchaser, the risk passes to the purchaser upon the day the goods are ready for dispatch.

## 8. GUARANTEE

- a) For proprietary components the makers guarantee will apply.
- b) No liability is accepted for defects in delivered goods expect by repairing or, according to the manufacturers judgement, replacing, free of charge, those parts which are faulty.
- c) The supplier is not bound to remove defects if the purchaser does fulfil his financial obligations at the agreed time.
- d) No liability is accepted for the damage due to normal wear and tear; excessive stress and strain; incorrect handling and maintenance.
- e) In the case of complaint the guarantee is rendered fully negated at once if the purchaser fails to place the purchased equipment at our disposal for the purpose of testing and removing any apparent defects during a reasonable period: if alterations or repairs are carried out by the purchaser or by a third party.

## 9. INTERPRETATION

The contract shall be governed by English Law.

Signed:..... Print Name:.....

On Behalf of: .....