

## **STANDARD TERMS & CONDITIONS OF SALE**

1. In these Conditions:
  - (a) "The Company" means QR Engineering Ltd
  - (b) "The Customer" means the person, firm, company or other entity supplied or to be supplied with Goods by the Company;
  - (c) "Goods" means the goods, materials, services and/or other items (whether original or substituted) supplied or to be supplied by the Company to the Customer pursuant to any contract made under these Conditions;
2. **Price and Payment**
  - 2.1 All quotations submitted by the Company are based on fixed prices and available for acceptance within 1 month from the date of the quotation (provided that the Company has not previously withdrawn it) and assumes delivery will be within 3 months. After this time all prices may be subject to review.
  - 2.2 All figures quoted are nett unless stated otherwise.
  - 2.3 VAT is not included and will be added at the current rate.
  - 2.4 Invoices will be issued by us on a monthly basis for the following:-
    - a) Materials purchased and in our possession for the project in question.
    - b) Material delivered to site.
    - c) Partial completion of works on or off site.
    - d) Completion of works
  - 2.5 Payments would be due 30 days after the date of our application or invoice unless otherwise stated. We retain the right to exercise our statutory right to claim interest and compensation charges under the Late Payment of Commercial Debts (Interest) Act 1998, as amended and supplemented by the Late Payment of Commercial Debt Regulations 2002
  - 2.6 The Customer hereby waives any and all existing or future claims for compensation or set off against any payments due by the Customer to the Company under the contract and the Customer shall pay to the Company the amounts payable to the Company under the contract and the Customer will not exercise any right or claim to withhold payment or claim to legal or equitable set-off nor will the Company accept any retention being held on payments for this project.
3. **Delivery, Title and Risk**
  - 3.1 Delivery is subject to agreement to customer's requirements but always dependent upon availability of materials.
  - 3.2 The Company accepts no liability for failure to meet quoted delivery times which shall be treated as estimates only and any such failure shall not entitle the Customer to cancel or terminate any order or the contract.
  - 3.3 Programme dates and periods on site must be agreed in writing. We do not accept responsibility for delays caused beyond our control i.e. lack of information to prepare our working drawings, strikes, inclement weather, delays by other trades etc.,
  - 3.4 Notwithstanding the delivery or supply of the Goods to the Customer, The Company shall retain a lien over all Goods supplied and delivered to site or part thereof, whether fixed or not and the property in and title to those Goods shall not pass to the Customer until the price payable by the Customer to the Company for the Goods shall have been paid in full by the Customer. In the event of materials being fitted, an injunction will be sought to restrict its use until payment is received.
  - 3.5 The risk of loss or damage to the Goods shall pass to the Customer when the Goods are appropriated to the contract or are delivered or supplied to the Customer or to a nominee of The Customer, which ever shall be the earlier.
4. **Liability**
  - 4.1 The Company gives no express or implied warranty and accepts no liability whatsoever (direct, indirect or consequential) whether in contract or tort as to materials, workmanship, performance, design or specification, suitability for any particular purpose or any other aspect of the goods, their characteristics or behavior except that a good title is warranted to the goods sold and that liability for death or personal injury as a result of the Companies negligence and liability under the consumer protection act 1987 may not be excluded or limited.
5. **General**
  - 5.1 If any provision of these conditions is or becomes invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions of these conditions or of the contract shall not in any way be affected or impaired.
  - 5.2 These terms and conditions shall be governed by and in accordance with the English Law and subject to the exclusive jurisdiction of the English Courts.
  - 5.3 All welfare facilities to be provided free of charge in accordance with CDM requirements.