

1 STANDARD TERMS AND CONDITIONS FOR SALE OF GOODS

2 THE TERMS AND CONDITIONS BELOW SHALL APPLY TO THE QUOTATION GIVEN AND ANY SUBSEQUENT CONTRACT FOR THE SUPPLY OF ANY ITEMS DETAILED IN THIS QUOTATION. PLEASE READ CAREFULLY. THESE TERMS AND CONDITIONS WILL NOT AFFECT ANY STATUTORY RIGHTS WHICH YOU MAY BE ENTITLED TO FROM TIME TO TIME AND WHICH BY LAW CANNOT BE VARIED OF EXCLUDED.

3 Formation of a Contract

- 3.1 The quotation given or attached to these terms and conditions will only remain valid for a period of 14 days.
- 3.2 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.
- 3.3 Each quotation accepted shall constitute an individual legally binding contract between you and Viessmann Spares Direct. Such contract is hereinafter referred to in these terms and conditions as "an order".
- 3.4 No addition, alteration, substitution or waiver of these terms and conditions will be valid unless expressly accepted in writing by Viessmann Spares Direct or a person authorised to sign on its behalf.
- 3.5 Nothing in these terms and conditions shall prejudice any condition or warranty expressed or implied, or any legal remedy to which Viessmann Spares Direct may be entitled in relation to the goods subject of this quotation
- 3.6 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.

4 Specification

- 4.1 All goods supplied by Viessmann Spares Direct 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.

5 Acceptance

- 5.1 You will be deemed to have accepted all goods upon their delivery by Viessmann Spares Direct or its third party courier to the address specified in your order.
- 5.2 Viessmann Spares Direct must be informed by 4pm (2pm on Fridays) on the day of acceptance of the order of any changes, alterations, reductions or cancellations. Viessmann Spares Direct reserve the right to retain any deposits or charge in full for any goods supplied.

6 Delivery and Risk

- 6.1 Unless otherwise stated in the order, the total price quoted includes delivery to the address specified in the order.
- 6.2 Viessmann Spares Direct will try to ensure compliance with any delivery dates and times given, such times and dates are an estimate only. Viessmann Spares Direct will not be responsible for any loss whatsoever arising from or consequential upon delay in delivery.
- 6.3 Risk in the goods shall pass to you upon delivery.
- 6.4 In the event Viessmann Spares Direct should fail to deliver within 3 days from the date of your order you may cancel your order at any time after that and any deposit will be returned in full.

7 Payment

- 7.1 Payment is strictly cash with order unless a credit account has been established.
- 7.2 Unless otherwise stated all prices quoted are excluding VAT

8 Damage in Transit.

- 8.1 You are required to inspect the goods upon receipt and report damage or defects within 3 days, after which any claims for damaged or defective goods will not be entertained.
- 8.2 You should return any goods to be repaired or replaced to Viessmann Spares Direct at your own expense.
- 8.3 Replacement goods will be shipped as soon as practicable.

9 Force Majeure.

- 9.1 Viessmann Spares Direct shall not be liable for any delay or failure to perform its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, earthquake, strikes, lock outs, accidents, war, fire, acts of terrorism or nuclear contamination.

10 Guarantees and warranties

- 10.1 Any manufacturers guarantees or warranties will be between you and the manufacturer.

11 Complaints

- 11.1 No one likes to receive complaints; Viessmann Spares Direct will do its utmost to ensure it has happy, satisfied customers.
- 11.2 All complaints should be submitted in writing to the registered office or emailed to: Directors@clipper-enterprises.co.uk