

# **Terms and Conditions**

## **Fabric Formwork Supply**



### **Proserve Ltd.**

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### **Fabriform**

### **Acceptance**

These conditions shall form part of every contract of sale entered into by us unless excluded or varied with our written consent. No order shall be binding on us whether or not based upon quotation unless accepted by us in writing.

### **Quotations and Invoices**

We reserve the right to amend any accidental errors and omissions in quotations and invoices. Unless stated otherwise quoted prices will be held firm for 30 days.

### **Fabrication Drawings**

Upon receipt of order, we shall prepare general arrangement and fabrication drawings and submit these for your approval. Fabrication will only commence upon receipt of written approval of the fabrication drawings.

### **Responsibility**

Without a written engagement for design responsibility, any guidance given on design and installation is given in good faith, without obligation, and Clients must check any proposals given meet their specific requirements. For supplies our responsibility shall be strictly limited to the repair, replacement or reimbursement of any faulty goods supplied provided:-

- That the goods shall have been used at all times for the purpose for which they were designed and in accordance with any instructions given by us in respect of them.
- That notice shall be given to us within 7 days of the defects becoming apparent.

### **Delivery**

Whilst every effort will be made to adhere to delivery dates, we shall have no liability for delay in deliveries however caused or for non-delivery caused by circumstances beyond our control. We accept no liability for shortages or errors, damage or loss in transit unless:-

- The customer gives notice in writing to the carrier and ourselves within 3 days or receipt of the goods.
- In the event of a whole consignment failing to arrive the customer gives notice in writing to us within 14 days after the date of despatch.

Title of and risk in the goods shall pass to the customer on delivery. Where goods are insured by us at our discretion or at the customer's request, our liability shall be limited to the amount received by us or the value of the goods, whichever is the less.

We shall be under no liability to take proceedings for recovery of any consequential loss or damage.

### **Terms Of Payment**

#### U.K.

For U.K. account holders payment is due 28 days from the date of delivery. For other U.K. customers payment shall be made by pro forma invoice.

#### Overseas

Customers outside the UK, payment shall be made by a confirmed irrevocable letter of credit with payment due 28 days from the date of shipment, unless otherwise arranged.

Interest will be charged on late payments at 2% per month. The relations arrangements and agreements between the parties shall be governed by the Laws of England and all disputes which may arise under, out of, or in connection with, or relating to this contract shall be submitted to the arbitration of the London Court of Arbitration in accordance with its Rules for the time being in force. Service of any notices in the course of such arbitration to the addresses of the parties as given on the Contract shall be valid and sufficient.

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