



Simple Stuff Works Associates Ltd
Unit 4/5 Cavendish
Lichfield Road Industrial Estate
Tamworth
Staffs
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Tel: 01827 307870

Terms and Conditions

1. General

These conditions apply to any contract in which they are incorporated and to the exclusion of any other conditions. These conditions shall not be amended or amplified in any respect except as specified in the official quotation issued by the Company. Any conditions purported to be incorporated in the contract by the Buyer shall not be incorporated in the contract unless the Company has specifically so agreed in writing.

2. Definitions

In these conditions:

The Company shall mean Simple Stuff Works Associates Limited

The Contract and **The Order** shall mean respectively the Contract and the Order into which these conditions are incorporated.

Goods shall mean goods which are subject to such Contract.

The Service shall mean the service, which is the subject of the Contract.

3. Assessment and Quotes

It is hereby confirmed that if the Contract precedes a quote agreed between the Company and the Buyer then the Contract shall be deemed to have been entered into in reliance upon the information and Warranty contained in such a quote.

4. Prices

If delivery of the goods is delayed at the request of the customer for more than **30 days** after the expected date of delivery, the Company will be entitled to increase the price of the goods shown in the price list of The Company current at the date of delivery, or, if the price of the goods is not shown in that list, to that shown in the manufacturer's recommended retail price list current at the date of delivery.

The Company will not be liable for any damage to or shortage of the goods suffered in transit, unless the Company and any carrier concerned is notified in writing within **three days** of delivery. The Company will not be liable for non-delivery of the goods unless it is notified in writing within **fourteen days** of the date of the Company invoice or any other notification of despatch of the goods. **Unless notice is received in accordance with this condition the goods are deemed to have been delivered in accordance with the contract and in perfect order and the customer to have accepted delivery accordingly.** The Company shall have the right by notice in writing to the Buyer to alter the price stated in the Contract to cover the cost to the Company of materials or labour incurred in performing the Contract which may have altered between the date of the Contract and the date of despatch of the Goods or provision of the Service. The Company shall be entitled to re-calculate any price payable under the Contract if the costs of the Contract shall be altered as a result of a negotiated alteration by the Buyer in the design or quantities or specification or as a result of suspension of work by the Company attributable to instructions or to lack of instructions from the buyer.

5. Delivery/Completion of Service

The Company shall use its best endeavours to adhere to dates quoted by the Company but in the event of failure to achieve delivery or completion by any such date or at all the Company shall not be liable for costs damages or losses direct or indirect incurred by the Buyer or by any other party due to such failure.

6. Despatch

From the time of despatch of Goods from the premises of the Company the risk of any loss or damage to or deterioration of the Goods from whatever cause arising shall be borne by the Buyer.

7. Carriage

Unless otherwise specified all prices under the Contract **include carriage costs**. All Goods shall be delivered by such methods of transport as the Company shall determine and the additional cost of any special delivery arrangement made at the request of the Buyer shall be charged to the Buyer.

8. Terms

Any complaint relating to goods damaged in the course of delivery by company transport must be made within **14 days** of the delivery date.

All prices quoted are net and accounts shall be due for payment not later than **25 days** from the date of invoice unless otherwise specified.

If payment shall be in arrear in respect of Goods or Service already provided to a customer under this or any other Contract with the Company then the Company shall have the right to withhold any further performance under the Contract and under any other Contract until such arrears have been paid.

9. Shortages

The Company shall not accept any claim for shortages unless notice in writing shall be given by the Buyer within such time as shall enable a claim to be made on the carrier.

10. Passing of the Property

The property in the Goods shall not pass to the Buyer until payment in full is made both of the price for the Goods and of all other monies owing by the Buyer to the Company on any account. The Company shall be entitled to repossess any Goods in respect of which payment shall be in arrear whether the Goods be on the premises of the buyer or elsewhere and to hold such Goods.

11. Warranties and Conditions

The Company shall not be liable for breach of warranty or condition of for any other defect on relation to the Goods or Service unless a written claim shall be lodged by the Buyer with the Company within **14 days** of either delivery or of supply of Service or if later within **14 days** of the alleged defect becoming apparent to the Buyer. In respect of any such liability the Company shall at its own option either replace or rectify the Goods. **The Company shall in any event not be liable for damage, loss or injury attributable to incorrect use or treatment of the Goods** whether this be used for a purpose for which the Goods were not designed or failure to comply with the Company recommendations or otherwise.

PLEASE NOTE THAT BESPOKE ITEMS ARE NOT COVERED BY OUR USUAL 1 YEAR'S WARRANTY.

12. Complaints Procedure and Replacement Parts

Any Goods or Service deemed unsuitable or of unsatisfactory quality by the Buyer shall be **made available for inspection** by the Company at whichever of the Company premises in Tamworth whereupon the Company, in line with the Company Complaints Procedure, will seek a satisfactory outcome for all parties. Any replacement part supplied by the Company shall be despatched to the said original delivery address only.

13. Installation

The Company shall be entitled in relation to any Contract for installation of Goods to cancel the Contract on the grounds of either safety or technical feasibility at any time prior to completion of the installation whereupon all monies (if any) paid by the Buyer shall be refunded.

14. Modifications

The Company reserves the right in relation to the Contract to make any modification in design or specification of materials provided that such modification in the opinion of the Company does not reduce the quality or performance of the Goods.

15. Interpretation and Proper Law

Any Contract in which these conditions are incorporated shall be construed under and take effect in accordance with English Law and the parties hereby submit to the jurisdiction of the English Courts