



Innovation in Vacuum and  
Conveying Technology

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## CONDITIONS OF SALE

### 1. Definitions

In these Terms and Conditions the 'Seller' shall mean Quirepace Limited the 'Buyer' shall mean the person, firm or company whose order has been accepted, the 'Goods' shall mean all the goods to be provided and the 'Works' shall mean any work to be done by the Seller under the Contract which shall mean the Quotation and the Order (subject to the Seller's written acceptance of Order and any amendments set out therein) and these Conditions and such other specifications, drawings and documents to which the Contract makes express reference or which are attached thereto and initialled by an authorised signatory of the Seller.

### 2. Application

- (a) No terms or conditions other than these Conditions shall be binding on the Seller unless expressly agreed by it in writing by an authorised signatory of the Seller.
- (b) The Seller reserves the right to accept or reject any order and no binding contract shall exist until the Buyer's order is accepted in writing by an authorised signatory of the Seller.

### 3. Quotations

Quotations are valid for a period of 60 days, or as separately advised from the date of the quotation. The seller reserves the right to increase the Contract Price according to increases in cost of labour, materials, transport and any other matters outside its control taking effect between acceptance of order and delivery.

### 4. Information

The Buyer shall within 14 days of acceptance by the Seller of the Buyer's order (or within 14 days of any written request from the Seller from time to time if later) supply to the Seller such information as the Seller shall request in writing to enable it to proceed with the order. If the Buyer fails to supply such information within the time limit aforesaid the Seller may by notice in writing terminate the order and upon termination shall be entitled at its election in writing to claim damages for breach of contract or to claim liquidated and ascertained damages of 12% of the face value of the order which shall be recoverable as a debt.

### 5. Limits of Contract

The Contract relates to the supply of the Goods and other materials and the performance of the Works as specified therein. In the event after the date of the Contract the Buyer wishes to vary the terms of the Contract, the Seller shall not be required to implement such variations but may at its discretion do so subject to the written acceptance of the Buyer's written instructions which instructions must include acceptance of the Seller's revisions to the contract price and time for completion resulting from the variations.

### 6. Drawings and Specifications

- (a) All drawings, specifications, illustrations, brochures are particulars of weights, dimensions and performance supplied to the Buyer but which are not expressly referred to in the Contract or attached thereto are approximate only and constitute only a general description of the Goods or the Works as the case may be for the purposes of identification and do not form any part of the terms and conditions of the Contract and do not constitute any representation or warranty as to the description or performance of the Goods or their suitability for any particular purpose.
- (b) The copyright in all documents supplied by the Seller pursuant to any Goods or Works to be supplied or carried out under this Contract shall belong to the Seller and all such documents and materials and any 'know-how' so supplied shall be treated by the Buyer as confidential and shall not without the Seller's written consent be used by the Buyer or be communicated to third parties other than as may be strictly necessary in connection with the Goods and the Works.

### 7. Installation, Commissioning and Maintenance

Charges for the Works are based on an unimpeded period of work and ready and convenient access to all relevant areas of the site. The Seller reserves the right to make additional charges for any additional costs incurred due to delays beyond its control. In the event that the Buyer fails to permit the Works to commence when the Seller is ready or impedes their progress and does not comply within 3 days with notice in writing requiring the Buyer to allow the Seller to proceed then the Seller shall at its option be entitled to invoice and be paid for the full value of the Contract and to carry out the Contract at a later date at its convenience (and subject to payment by the Buyer of any increased costs) or to terminate the Contract and claim damages.

### 8. Inspection and Tests

- (a) Any tests required by the Buyer other than those normally carried out by the Seller must previously be agreed separately in writing and any additional costs incurred as a result of these other tests will be charged extra unless expressly included in the Contract.
- (b) Where the Contract provides that the Goods shall pass any prescribed tests or performance requirements they shall be tested by the Seller before delivery for compliance with these tests or performance requirements or for both as the case may be. If the Buyer requires such tests to be made in the presence of his representative the Seller will, upon request, give 14 days notice of the date and place at which any of the Goods will be ready for testing to enable the representative to be present. Should the representative fail to give the Seller not less than 48 hours notice in writing appointing a day within 7 days after the date specified in the Seller's notice or fail to attend on the date appointed the tests will proceed in the absence of the Buyer's representative and shall be deemed to have been made in the Buyer's presence.

### 9. Performance

The Seller shall be under no liability for failure to attain during the tests on completion any performance figures quoted unless they have been specified and guaranteed in the Contract and they shall in any event be subject to the recognised tolerances applicable to such figures. If the performance achieved is outside the rejection limits specified in the Contract, the Buyer will be entitled to reject the Goods and the Works if the Seller is unable to meet the rejection limits having been given reasonable time and opportunity to achieve the performance specified. Without intention to limit the foregoing the Buyer shall not be entitled to reject the Goods and the Works without giving the Seller final notice in writing of not less than 21 days of his intention to do so if the performance specified is not achieved in that time.

### 10. Time

- (a) Save where time for delivery or completion of the Works is specifically guaranteed in writing any time given by the Seller in Contract or otherwise is an approximate estimate only of the probable time taken to complete the Seller's obligations under the Contract, is given for the Buyer's general guidance only and is not binding on the Seller. Subject to Clause 3 any time fixed by the Contract shall run from the Seller's acceptance of the Buyer's order.
- (b) If for any cause whatsoever beyond the Seller's reasonable control or by reason of any industrial dispute, performance of the Contract shall be delayed or impeded, any time fixed by the Contract shall be extended by such period as may be reasonable in the circumstances.

### 11. Payment

- (a) Save as provided in this clause, all payments shall be made within thirty days of the date of the relevant invoice. If payment is not received within terms of payment, interest may be charged at 0.1% per day from the date of invoice/supply. Further, an administration charge may be levied for the collection of overdue debts.
- (b)
  - i) For contracts for the supply of Goods only, the full contract price of the Goods shall be invoiced to the Buyer and is payable within 30 days from the date of delivery of the Goods, unless otherwise agreed in writing.
  - ii) If the Contract is for the supply of Goods and the performance of Works direct to the Buyer, the Seller shall render invoices as follows:
    - 20% of the Contract price on receipt of the Buyer's Order.
    - 70% of the Contract price on delivery of the Goods (under Clause 13).
    - 10% of the Contract price on take-over or deemed take-over of the Works (under Clause 27(a)).
    - Each invoice shall be payable within 30 days of being rendered to the Buyer.
  - iii) If the Contract is for the supply of Goods and the performance of Works through an agent or contractor, invoices and claims for measurement will be rendered in accordance with the form of Contract, published by a professional body, agreed to on acceptance by the Seller of an order by the Buyer or where none in accordance with (ii) above.
  - iv) The above arrangements are subject to the provision of Clauses 13 and 14 below and in any event may be varied by the Seller in the event that it considers there is any risk of any invoice not being met when due and in particular the Seller reserves the right to insist that part or all of the price be paid before or upon delivery.

### 12. Defects after Delivery

- (a) The Seller shall make good by repair or, at its option, by the supply of a replacement, defects which under proper use appear in the Goods or the Works within a period of twelve months after delivery (or as otherwise provided in sub-clause (d) hereof, if longer) and arise solely from faulty design, materials or workmanship. The Seller's liability under this clause shall be in lieu of any condition or warranty implied by law as to the quality of the Goods save to the extent that any such implied condition or warranty is not capable at law of being excluded or qualified.
- (b) The Seller hereby excludes any condition or warranty implied by statute or otherwise that the Goods or the Works are fit for any particular purpose save insofar as the Seller has advised the Buyer in writing (signed by an authorised officer of the Seller) as to the use or purpose to which the Goods or the Works may be put and save to the extent that any such implied condition or warranty is not capable at law of being excluded or qualified.
- (c) Subject to sub-clause (a) hereof, the Seller shall not be under any liability in tort or otherwise in respect of defects in the goods or the Works or for any loss or damaged (including indirect or consequential loss or damage) save (other than if the Contract is an international supply contract) in respect of i) death or personal injury ii) damage to property caused directly as a consequence of the negligence of the Seller's employees in the course of carrying out the Seller's obligations under the contract.
- (d) If the Contract is for the supply of Goods and Works the liability of the Seller under sub-clause (a) of this clause shall cease twelve months after the taking over or deemed taking over (as specified in Clause 27(a)) or eighteen months after delivery of deemed delivery (as specified in Clause 13) whichever occurs earlier.
- (e) Without intention to limit or qualify the foregoing exclusion and limitation of liability for misrepresentation, breach of warranty or breach of contract or tort by the Seller or the provisions of Clause 23 below the Seller's liability to the Buyer in respect of any claim arising out of or in any way related to the Contract shall not in any event exceed the face value of the Order.

