

## **Terms and conditions of supply**

### **1. Invoices**

A separate priced invoice, indicating the Order Number to be rendered promptly for each order and each delivery, unless otherwise agreed by us in writing.

### **2. Prices**

No alteration to be made in the price given on this order, unless we receive advice and accept same in writing. On receipt of any notification of price increase or variation to the agreed specification Solihull Metropolitan Borough Council shall have the option of canceling the order without liability for any costs incurred.

### **3. Quantity**

No alteration to be made in the quantity or particulars specified on this order without obtaining sanction in writing.

### **4. Official orders**

Solihull Metropolitan Borough Council will not be liable for payment of Goods supplied, work done or services rendered unless an official order, duly authorized, can be produced.

### **5. Deliveries**

We reserve the right to cancel the whole or part of this order in the event of non delivery or non completion within the period specified, in the event of which the Supplier will be liable for the whole of the costs incurred.

### **6. Quality**

Material found to be inferior in quality or not up to sample may be rejected and will be held at sender's risk and expenses. The sender will be liable for the replacement of goods or work of the proper quality.

### **7. Packages, etc.**

No charge will be accepted for packing crates or others containers unless specifically mentioned on the quotations and accepted by us on the order.

### **8. Carriage**

All goods must be supplied carriage paid and delivered to site. No responsibility will be accepted for third party delivery charges of plant or materials.

### **9. Responsibility**

(a) No responsibility will be accepted for any goods until the actual delivery of the job, nor until it is reasonably possible to check the particulars and examine the conditions, or until 5 working days has elapsed. (b) No responsibility will be accepted for the increased cost of re-delivery of goods supplied in cases where carriers or their agent fail to deliver the goods to the proper site in normal working hours.

### **10. Consequential damage**

In the event of any article supplied proving to be defective the full cost involved in carrying out any remedial work will be the responsibility of the supplier.

### **11. Conditions**

These conditions supersede any conditions that may be shown on the supplier's quotation. No other conditions will be accepted unless agreed by us in writing.

### **12. Acknowledgement of orders**

Acknowledgement of this order is only acceptable if unconditional and does not seek to introduce or re-impose the supplier's conditions.