TERMS & CONDITIONS OF BUSINESS

1 Interpretation
1.1 The definitions and rules of interpretation in this clause apply to these Terms & Conditions of Business, unless the context otherwise requires.

2 Customer
2.1 The terms "Customer" or "you" refer to the person, firm or company who wishes to purchase Design / CAD works from the Supplier.

3 Supplier
3.1 The Supplier refers to the individual or company that provides the Design / CAD services. The Supplier's details are as follows: [Supplier's details]

4 Design / CAD works
4.1 Design / CAD works shall be designed, produced, made or produced in accordance with the instructions of the Customer.

5 Price
5.1 The price of the Design / CAD works shall be agreed upon prior to commencement of work. The Customer agrees to pay the agreed price in full upon completion of the work.

6 Payment
6.1 The Customer shall pay the Supplier for the Design / CAD works in full within 7 days of receipt of the invoice.

7 Risk and responsibility
7.1 The Customer shall take responsibility for the Design / CAD works once accepted. The Supplier shall not be held liable for any damage or loss incurred after acceptance.

8 Warranties
8.1 The Supplier warrants that the Design / CAD works will be delivered within the agreed timescale and will meet the Customer's requirements.

9 Inspection and testing
9.1 The Supplier shall provide a sample of the Design / CAD works for inspection and testing. The Customer shall have the right to inspect the work at any time.

10 Final delivery
10.1 The Supplier shall deliver the Design / CAD works to the Customer at the agreed location.

11 Right of return
11.1 The Customer has the right to return the Design / CAD works within 14 days of receipt, under the conditions specified in the contract.

12 Limitation of liability
12.1 The Supplier's liability for any loss or damage caused by the Design / CAD works is limited to the contract price.

13 Entire Agreement
13.1 These Terms & Conditions of Business constitute the entire agreement between the Supplier and the Customer.

14 Governing law
14.1 These Terms & Conditions of Business shall be governed by and construed in accordance with [ applicable law].

15 Variation
15.1 No variation or amendment to these Terms & Conditions of Business shall be effective unless made in writing and signed by both the Supplier and the Customer.[

16 Entire Agreement
16.1 These Terms & Conditions of Business constitute the entire agreement between the Supplier and the Customer.

17 Governing law
17.1 These Terms & Conditions of Business shall be governed by and construed in accordance with [ applicable law].

18 Variation
18.1 No variation or amendment to these Terms & Conditions of Business shall be effective unless made in writing and signed by both the Supplier and the Customer.

19 Entire Agreement
19.1 These Terms & Conditions of Business constitute the entire agreement between the Supplier and the Customer.

20 Governing law
20.1 These Terms & Conditions of Business shall be governed by and construed in accordance with [ applicable law].

21 Variation
21.1 No variation or amendment to these Terms & Conditions of Business shall be effective unless made in writing and signed by both the Supplier and the Customer.

22 Entire Agreement
22.1 These Terms & Conditions of Business constitute the entire agreement between the Supplier and the Customer.
(Suppliers) override any other provision of these conditions.

11.2 The Customer shall be responsible for complying with any legislation governing (a) the importation of the Design / CAD works into the country, (b) the export or re-export of the Design / CAD works, and shall be responsible for the payment of any duties levied.

11.3 Unless otherwise agreed in writing between the Customer and the Supplier, the Design / CAD works shall be delivered free by email only, or by courier, as agreed, on board the Supplier's vehicle and the Supplier shall be under no obligation to give notice under section 25(2) of the Sale of Goods Act 1979.

11.4 The Customer shall be responsible for arranging for the checking, inspection & testing of the Design / CAD works.

11.5 Any information received in writing between the Customer and the Supplier when requested, the Customer shall pay the whole of the price of the Design / CAD works to the Supplier, as the Supplier shall have determined.

11.6 The Customer shall pay the full price for the Design / CAD works, by Bank Draft / Transfer only, within 7 Days of Completion. No cheques shall be accepted, due to the high risk of Postal payment occasionally not arriving / going astray / missing.

12 Warranty

12.1 The Supplier warrants to the Customer that at delivery the Design / CAD works are free from Electronic openable errors. The Supplier undertakes (subject to the remainder of this condition 12), at its option, to repair or replace Design / CAD works (other than consumable items) which is found to be defective as a result of Electronic openable errors within 6 months of completion.

12.2 The Supplier shall not be liable for a breach of warranty contained in condition 12.1 unless: (a) the Customer gives written notice of the defect to the Supplier within 3 days of the time when the Customer first discovered the default; and (b) before receiving the notice, the Supplier is given a reasonable opportunity to inspect, test and examine the Design / CAD works and the supplies related to the Design / CAD works (if it is asked to do so by the Supplier) returns such Design / CAD works to the Supplier's place of business, by email for examination.

12.3 The Supplier shall not be liable for a breach of the warranty in condition 12.1 unless: (a) the Customer gives written notice of the defect to the Supplier within 3 days of the time when the Customer first discovered the default; or (b) before receiving the notice, the Supplier is given a reasonable opportunity to inspect, test and examine the Design / CAD works and the supplies related to the Design / CAD works (if it is asked to do so by the Supplier) returns such Design / CAD works to the Supplier's place of business, by email for examination.

12.4 Any unsatisfactory Design / CAD works shall be under warranty for the unservice period of the 6 month period.

13 Remoteness

13.1 The Supplier shall not be liable for any Errors or omissions of Design / CAD works, even if caused by the Supplier's negligence.

13.2 All Design / CAD works must be checked by the Customer, prior to being issued / adhered to or worked to, and also covered by the Supplier's insurance.

13.3 Any liability of the Supplier for non-completion of the Design / CAD works, after the completion of the Design / CAD works in respect of which it has given written notice under condition 12.2(a), or (b) A default arises because the Customer failed to follow the Supplier's instructions as to the place of inspection, installation, commissioning, use or maintenance of the Design / CAD works or if (there are none) good trade practice; or (c) The customer alters the Design / CAD works (other than consumable items) without written consent of the Supplier.

13.4 Any unsatisfactory Design / CAD works shall be under warranty for the unservice period of the 6 month period.

14 Confidentiality and Supplier's Property

14.1 The Customer shall keep in strict confidence all technical or commercial knowhow, specifications, inventions, processes or designs which the Customer has been shown or given knowledge of by the Supplier, to the Customer by the Supplier or its agents, and any other confidential information concerning the Supplier's business or its products which the Customer may obtain. The Customer shall restrict disclosure of such confidential material to such of its employees or agents in whom the Customer believes the need to know the same for the purpose of discharging the Customer's obligations to the Supplier, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Customer.

14.2 If the Supplier is the appointed manufacturer, then in addition to the obligations of confidence, the Customer shall advise the Supplier of any product or design, which the Customer believes that the Supplier may be interested in or might be able to sell.

14.3 The Supplier shall not disclose to any third party or use in any way or for any purpose any confidential information, whether received directly from the Customer or indirectly from any person for the purposes of discharging the Customer's obligations to the Supplier.

14.4 If the Supplier makes any changes to the Design / CAD works or to the supplies, the Supplier shall notify the Customer in writing of any such change in writing.

14.5 If an error or omission in the Design / CAD works, shall be corrected by the Supplier, the error or omission shall be corrected by the Supplier, and the error or omission shall be corrected by the Supplier.

14.6 Any unsatisfactory Design / CAD works shall be under warranty for the unservice period of the 6 month period.

15 Limitation of liability

15.1 The Supplier shall not be liable for any costs, errors or omissions of Design / CAD works, even if caused by the Supplier's negligence.

15.2 All Design / CAD works must be checked by the Customer, prior to being issued / adhered to or worked to, and also covered by the Supplier's insurance.

15.3 Any liability of the Supplier for non-completion of the Design / CAD works, after the completion of the Design / CAD works in respect of which it has given written notice under condition 12.2(a), or (b) A default arises because the Customer failed to follow the Supplier's instructions as to the place of inspection, installation, commissioning, use or maintenance of the Design / CAD works or if (there are none) good trade practice; or (c) The customer alters the Design / CAD works (other than consumable items) without written consent of the Supplier.

15.4 Any unsatisfactory Design / CAD works shall be under warranty for the unservice period of the 6 month period.

16 Termination

16.1 If at any time the Customer or the Supplier becomes insolvent, the Customer must give the Supplier 7 Days Notice, in writing by e-mail & by posting a letter to the Supplier. The Customer must Pay within 7 Days, for all the Supplier's Design & CAD works & Time & Production costs and any other costs / losses, detailed by the Supplier, up until that moment in time. Any contract entered into by the Supplier shall be terminated. Any dispute arising out of or in connection with these terms or any other contract between the Supplier and the Customer shall be terminable by the Supplier at any time and at the Supplier's sole discretion.

16.2 The Customer must Pay within 7 Days, for all the Supplier's Design & CAD works & Time & Production costs and any other costs / losses, detailed by the Supplier, up until that moment in time. Any contract entered into by the Supplier shall be terminated. Any dispute arising out of or in connection with these terms or any other contract between the Supplier and the Customer shall be terminable by the Supplier at any time and at the Supplier's sole discretion.

16.3 The Customer shall be responsible for any reasonable costs incurred by the Supplier in connection with the termination of these terms or any other contract between the Supplier and the Customer.

16.4 If an error or omission in the Design / CAD works, shall be corrected by the Supplier, the error or omission shall be corrected by the Supplier.

16.5 If an error or omission in the Design / CAD works, shall be corrected by the Supplier, the error or omission shall be corrected by the Supplier.

16.6 The Supplier's responsibility will be limited to the price payable for the Design / CAD works.

16.7 The Supplier's responsibility will be limited to the price payable for the Design / CAD works.

16.8 The Supplier's responsibility will be limited to the price payable for the Design / CAD works.

16.9 The Supplier's responsibility will be limited to the price payable for the Design / CAD works.