



Curve Monkey Ltd.  
Unit 4, Pretoria Industrial Estate  
Besthorpe, Attleborough  
Norfolk NR17 2LB  
  
01953 888 363  
info@curvemoney.com

## Terms and Conditions of Sale

The following terms and conditions apply to the attached quotation and any additions or amendments thereto. Any order placed with Curve Monkey shall be subject to these conditions. Any variation to these must be accepted in writing to have effect.

For the purpose of interpretation 'CM' is deemed to be 'Curve Monkey', 'Customer' means the person, company, or organisation who or which accepts a quotation from CM for the sale or supply of goods or whose order for goods is accepted by CM; 'Goods' mean the goods (including any instalment of the Goods) which CM is to supply and / or install;

### 1. VAT. (currently 20%).

Unless otherwise stated all prices are quoted exclusive of transport, packing, insurances and VAT (which will be charged in addition at the appropriate rate at the time of invoicing

### 2. Orders and specification

The customer is solely responsible for ensuring accuracy within any order, including specification, quantity, description etc.

No order will be deemed as accepted by CM until confirmed in writing by an authorised CM representative.

### 3. Cancellation

Once an order has been placed, and accepted by CM, it is unable to be cancelled or amended without the express written consent of a CM authorised representative. If a cancellation is agreed, the Customer agrees to indemnify CM against any loss (including loss of profit), costs (including all labour and materials used), charges and expenses.

### 4. Price.

CM reserves the right, by giving notice to the Customer at any time before delivery to increase the price of the goods to reflect any increase or fluctuation in the cost of materials which incurs additional cost to CM which is due to any factor beyond control of CM (such as increase of foreign currency fluctuation, currency regulation, alteration in duties), any change in delivery dates, quantities or specification for the Goods which is requested by the Customer, or delay which caused by any instruction of the Customer or failure of the Customer to give CM adequate information or instruction.

### 5. Payment

Unless prior payment arrangement has already been agreed, the Customer will make payment for the goods on order placement, and after agreeing to CM Terms and conditions.

Unless the order has been paid for and accepted by CM, no order will be deemed as placed. Unless prior written agreement is reached.



## **6. Delivery and collection**

Collection is available from our premises from the day agreed by both the Customer and CM. Arrival before this date for collection will be at CM's discretion and may result in the goods not being prepared. Collection times are as follows:

Monday – Thursday 09.30am – 3.30pm

Friday 09.30am – 12.30pm

Saturday and Sunday – Closed

Dates for Delivery and collection are approximate, and CM will not be held liable for any delays however caused.

If the Customer does not collect the goods within a reasonable time frame, once CM has given written notice of an available collection date, then CM may;

- i) Store the goods and charge the Customer for the reasonable costs of storage
- ii) Sell the goods at the best available and obtainable price, and (after deductions) refund the Customer the difference between the initial sale value (excluding delivery), and the sale price of the goods.

CM reserves the right to utilise third party delivery and courier services.

## **7. Returns and Refunds**

CM shall not be responsible for incorrect specifications given at time of order, or anytime thereafter.

Defective goods can be described as the following:

- i) Damaged
- ii) Incorrect (different to order specifications unless agreed in writing)

The Customer must notify CM of any defective goods within 2 working days of collection, or delivery, for remediation. Remediation could include but not limited to: Replacement or refund.

## **8. Force Majeure.**

CM shall not be liable for any failure to deliver the Goods arising from circumstances outside their control. Should CM be prevented from delivering in the above circumstances it shall give the customer written notice of this fact as soon as reasonably practicable. If circumstances preventing delivery are continued for a period six months after the Customer receives CM's written notice, then either party may give written notice to the other, cancelling the contract. If the Contract is cancelled in this way CM will refund any payments which the Customer has already made on the account of the price (subject to deductions of any amount the CM is entitled to claim from the Customer) but CM will not be liable to compensate the Customer for any further loss or damage caused by the failure to deliver.

## **9. Contract.**

The contract shall be governed by and construed in accordance with English law and all disputes in connection with the Contract shall be submitted to the jurisdiction of the English courts