

CONDITIONS OF TENDERS, QUOTATIONS AND SALES

1. **GENERAL**
The following terms and conditions are attached to all tenders, quotations and sales except where modified in writing. They will be found to accord with the usual customs in the industry and do not reduce the customers' rights under common law but are stated specifically to avoid misunderstanding. The placing of an order with us by the customer shall be deemed to be an acceptance of these terms and conditions which shall over-ride any terms and conditions stipulated by the customer whether referred to or contained in his enquiry, order or otherwise.
2. **PERIOD OF TENDER**
This quotation is subject to acceptance within the period of 30 days from the date of the quotation and is strictly net.
3. **PRICE FLUCTUATION**
Exeter Stoves & Chimneys shall be entitled to make reasonable variations in the price if the costs of labour, goods and materials, taxes and duties on which this quotation is based increase or decrease before completion of the works. This quotation has been given on the basis that access for the purpose of executing the works will be available during normal working hours and if such access is not available, or if overtime is worked at the customer's request, Exeter Stoves & Chimneys shall be entitled to make a reasonable additional charge for the extra costs so incurred.
4. **EXCLUSION**
Unless specifically stated our quotation does not include the cost of making good decorations, walls, floors or other parts of the premises, nor for the supply and erection of scaffolding, hoisting and/or lowering gear, fuel, water, gas or electrical current, fees of district surveyors, insurance inspectors or any other inspecting authority.
5. **DAMAGE**
Whilst every care is taken to ensure there is no damage, clients are advised to remove floor coverings, furniture, objects from wall etc. where there is a possibility of damage as no responsibility can be accepted by Exeter Stoves & Chimneys.
6. **DELAY OR VARIATION**
If the works are suspended, delayed or varied at the client's request, or any other cause beyond the control of Exeter Stoves & Chimneys they shall be entitled to make a reasonable additional charge for the extra cost incurred.
7. **TERMS OF PAYMENT**
Payment to be made to Exeter Stoves & Chimneys strictly as stated on our quotation. If the value of the works exceeds £500 we reserve the right to request payment during the progress of the work equal to the value of materials delivered to site and labour costs incurred and the customer hereby agrees to make such payment within 14 days of application by Exeter Stoves & Chimneys. If such payment is not made we reserve the right to suspend or abandon the work and remove unfixed materials, tools and other equipment from the site.
8. **OVERDUE ACCOUNTS**
Exeter Stoves & Chimneys reserve the right to charge the customer on overdue accounts at a daily rate equal to 4% above the clearing Banks base lending rate.
9. **DELIVERY DATES**
Delivery dates are given in good faith but we shall not be responsible for any delay in executing the works from causes beyond their control including fire, accidents, labour disputes and shortage of materials.
10. **CANCELLATION**
If a client cancels or amends an order, we reserve the right to make charges to cover the cost incurred at the date of cancellation or amendment. Orders are accepted subject to us reserving the right to cancel without liability if we are prevented by reason of government restrictions, orders or priorities, shortages of materials or labour or acts of the Queen's enemies.
11. **VARIATION OF CONDITIONS**
No variation of the conditions by us will be admitted or accepted by us unless the same is in writing and signed by an officer of Exeter Stoves & Chimneys.