



## GPEC Supply Ltd

### Standard Terms and Conditions of Sale

#### 1. Definitions

- a. **"Buyer"** means any person, firm, or company receiving a quotation from and/or placing an Order with the Seller.
- b. **"Seller"** means GPEC Supply Ltd.
- c. **"Goods"** means any items described in the Order and supplied under the terms of the Contract.
- d. **"Order"** means the Order placed by the Buyer for the supply of the Goods.
- e. **"Offer"** means the quotation offered by the Seller, to the Buyer.
- f. **"Conditions"** means these Standard Terms and Conditions of Sale.
- g. **"Contract"** means the Contract for the sale of the Goods between the Seller and the Buyer governed by these Conditions

#### 2. The Agreement

- a. Our Offer is based upon information supplied at the time of quotation. Please ensure that product selection and suitability of all materials meet your specific requirements prior to Order placement.
- b. GPEC Supply Limited reserve the right to amend or withdraw our quotation in the event of a change to specification or quantities.
- c. If your Order is changed after it has been accepted by us, we reserve the right to change the price. Any responses should refer to our quote or sales reference. Quotations are valid until the expiry date detailed in the quotation.

#### 3. Cancellation

- a. No cancellation by the Buyer is permitted except where expressly agreed by the Seller in writing.

#### 4. Delivery

- a. Deliveries quoted are ex works unless stated otherwise, in working days/weeks, from receipt of your official Order.
- b. For Goods being sourced outside of the UK, country of manufacture will be detailed and DDP cost will be quoted if requested.
- c. Carriage and Packing, unless stated above, are not included in the quoted price.

#### 5. Documentation

- a. 3rd Party Manufacturers Pressure test and Material certification unless otherwise stated in our quotation, are not included.
- b. Non-standard documentation will incur an additional charge.

GPEC Supply Limited  
1<sup>st</sup> Floor Elizabeth House, Pottery Road, Wigan WN3 4EX  
Tel: +44 (0) 1942 356653  
Email: [enquiries@gpec-ltd.com](mailto:enquiries@gpec-ltd.com)  
VAT : GB 338 689 740 / EORI : GB 338 689 740 000

## **6. Invoicing and Payment Terms**

- a. Payment is required in advance against pro-forma invoices for new customers. In this instance, the Order will not be processed until payment has been received.
- b. For existing customers with a credit account, payment is strictly 30 days from the date of invoice.
- c. Failure to meet payment terms detailed in clause 6. subclause b. mean prices may be subject to change.

## **7. Quality**

- a. GPEC Supply Limited are audited to ISO 9001:2015. A copy of our certificate is available on our website, [www.gpec-ltd.com](http://www.gpec-ltd.com)
- b. Our standard warranty is 18 months from delivery or 12 months from installation whichever is the sooner, or as per the manufacturer's warranty if this differs from the above.

## **8. Trade Compliance**

- a. Prior to Order acceptance, we reserve the right to request the completion of an end-user undertaking (EUU) form to ensure Goods are not being exported to any restricted areas under UK, EU or USA controls.
- b. The Buyer certifies that such Goods will not be diverted, transhipped, re-exported or otherwise transferred in contravention to UK, EU and USA export laws and regulations.
- c. The Buyer affirms that such Goods will not be used, directly or indirectly, in any application involving missile technology, nuclear proliferation, or chemical and biological weapons proliferation without proper authorisation or compliance of the U.S. and EU export regulations.

## **9. Liability**

- a. Each of the subclauses in clause 8. Shall be treated as separate and independent.

## **10. Guarantee**

- a. The Contract shall be governed by and construed in accordance with English Law and all disputes arising in connection with the Contract shall be submitted to the jurisdiction of the English Courts.

## **11. Confidentiality**

- a. The Buyer shall, during and after the termination of the Contract, keep confidential all information from the Seller of which becomes known to the Buyer in connection with the Contract.

## **12. Headings**

- a. The headings of these Conditions are for convenience only and shall have no effect on the interpretation thereof.