

COOP Quotation



Store Name	Walthamstow - 164-166 Wood Street, Upper Walthamstow, London E17 3HX.
Store Number	Store Closure
Quotation Type	First Quote
Quotation Decription	Reviva Strip Out - Store Closure
Date	06/02/2018
Purchase order	TBC
Onsite Date	1st March 2018 as indicated in email on 29/01/18
Onsite Time	0800hrs
Equipment Lead Time	N/A
Validity	30 Days
Wanzl Contact	Darren Roberts
Customer Contact	Alan Brawn / Andrew Ashworth
PLEASE NOTE	You have 72 hours from receipt of delivery to advise of any issues with equipment or services received.

Please can you review our quotation prior to order placement to ensure our understanding of your requirement is correct, if you are unsure about any element of our quotation please do not hesitate to contact ourselves.

SERVICES				
	Description	Total Qty	Price Per Unit	Total Cost
REMOVAL	Removal Team (4 men, 1 Day)	4	£296.00	£1,184.00

EQUIPMENT				
Part Number	Description	Total Qty	Price Per Unit	Total Cost
PACKAGING-PICK1	Packaging Equipment - Boxes , Pallets, Banding strap , cling film & tape.	1	£150.00	£150.00

DELIVERY				
	Description	Total Qty	Price Per Unit	Total Cost
TRANSPORT	Pallet Delivery of Boxes, consumables and Pallets for removal Arrive at store day before Removal Team start.	2	£75.00	£150.00
TRANSPORT	1 x Articulated Vehicle - Arrival 3pm at store for loading until 4pm equipment to be returned to Wanzl Tibshelf, DE55 5NW.	1	£488.40	£488.40

DESCRIPTION OF WORKS	
1	Removal of all shelving Equipment as per drawing - Wood Street P3 received 29/01/18
2	All Equipment will be packaged for Road Safety and loaded onto Wanzl dedicated vehicle and returned to Wanzl Tibshelf Facility
3	Removal team will present H&S documentation and follow strict guidelines for reporting equipment removal
4	All equipment will be logged and reported back to Wanzl Tibshelf for records prior to Reviva quality process checks

Sub-Total Services			£1,184.00
OffShore Staffing Supplement - Ferry / Flight (Price on Request)			£0.00
Sub-Total Equipment			£150.00
Delivery			£638.40
Express Service Option			£0.00
Total Value			£1,972.40

Terms and Conditions	Lead-time will be confirmed upon Receipt of valid Purchase Order.
	Wanzl T&C's apply. Failure to provide a valid Purchase Order within the given timescale will delay the supply of goods and services. Until a valid Purchase Order is received no goods or services will be supplied
	Supply of equipment/services is based around our understanding of your requirements, a detailed programme of works will be developed with you upon receipt of purchase order.
	We will appoint a Project or Contract Manager for these works. We require a nominated person from you to act as your point of contact and to grant consents, instructions and approvals at appropriate stages of the Project Programme.

Wanzl T&C's

1.1 The terms, conditions and warranties contained in the Sellers' catalogue and/or Confirmation of

Order/Contract ("the Documents") shall constitute the whole of the contract between the Buyers and Wanzl

1.2 The Buyers hereby agree that if any of the terms and conditions conflict with any term, provision or condition in the Buyers' Conditions of Purchase (if any) the Sellers' Condition of Sale shall prevail in the event

2.0 WARRANTY

2.1 The Sellers warrant the manufacture of its products to be free of defects for a period of 180 days, or as otherwise specified in the Sellers' Catalogues, from the date of delivery as indicated on the Sellers' invoice.

2.2 The Sellers will make good as quickly and reasonably as possible, at its own expense, any defects which develop during the said period of 180 days save that the Sellers do not warrant that the products are free of

3.0 AMENDMENTS

3.1 If any goods sold and delivered to the Buyers shall have been subjected to any process of manufacture, after delivery, by the Buyers, then the Buyers shall be deemed to have accepted such goods as being in all

3.2 The undertakings given in sub-clause 2.1 and 2.2 shall not apply to any defects which arise or develop as a

3.3 No product sold to the Buyers shall be subjected to additions, process or manufacture without the written consent of the Sellers (including removal of identification/data labels).

3.4 It shall be a condition precedent to obtaining the Sellers' written consent under sub-clause 3.3 that the Buyers agree to indemnify the Sellers in respect of any breach, and the consequences thereof, of the General Product safety Regulations 1994 ("the Regulations") or such other relevant legislation as shall from time to time be in force, which shall arise in consequence of the Buyers subjecting the goods to such additions, process or

4.0 DEFECTS

4.1 Unless the Buyers give notice, in writing, to the Sellers or their Agents of any defects (other than defects caused by damage in transit) complained of in any goods within 7 days after receiving the same, the Buyers shall be deemed to accept the goods as having been delivered in all respects in accordance with the contract

4.2 Where defects are caused by damage in transit, such 7 days shall be abridged to 4 days only from receipt of goods by the Buyers. The aforementioned notice, in writing, shall have no effect unless it specifies the alleged defects, and the Sellers are given a reasonable opportunity of inspecting the same.

4.3 Damaged goods should be retained for inspection by the Sellers.

5.0 LIABILITY

5.1 The limit of the sellers' liability for any breach of the terms of this contract whether as damages or otherwise shall be the total price in the Buyers' premises of undelivered, defective or rejected goods.

5.2 The Sellers shall not be liable for any loss or damage of whatever nature arising out of any defect in any goods sold unless such loss or damage is caused by the negligent act or omission or willful default of the

5.3 Under no circumstances are the Sellers liable for indirect, economic or consequential losses of any kind.

6.0 CANCELLATION

6.1 The Buyers shall not be entitled to cancel products made to special order. In the event of cancellation or delay by the Buyers to recover loss suffered including any expense incurred, costs, profit loss and capital or

7.0 PRICES

7.1 The prices quoted are the prices ruling at the date thereof and will not be amended during a period of 30 days from the date of the order, unless variation becomes necessary due to change of regulations or statutes

7.2 On expiry of the 30 day period, the Sellers shall be entitled to vary prices in line with Sterling/Deutschmark currency fluctuations from the date of order and the Buyers shall be obliged to pay such prices as varied.

7.3 Delivery and installation charges will be levied in accordance with the rates specified on appendices I, II, III

7.4 The Sellers reserve the right at any time, to change their prices without notice.

7.5 Carriage and/or installation shall be charged as advised.

7.6 All prices quoted are exclusive of VAT

8.0 DELIVERY

8.1 If the Buyers do not receive any invoiced goods within 14 days of the invoice, they shall immediately notify, the Sellers of such non-receipt. Should the Buyers fail so to notify the Sellers, the Sellers shall not be liable for non-delivery of the goods and the Buyers shall be liable to the Sellers for any loss or damage they may suffer in

9.0 FORCE MAJEURE

9.1 The Sellers shall have no liability to the Buyers in the event of non-delivery or delay in delivery of the whole or any portion of the goods caused directly or indirectly by act of God, elements, war, act of Government, strikes or lockouts, fire, flood, breakdown of machinery, non-delivery or delay in delivery by the Sellers' suppliers of the goods required, failure of the Sellers' contractors to execute or their delay in executing any

9.2 In the event of any delay in delivery due to any of the aforesaid causes, the time for delivery shall be extended to the extent of the delay so cause, though if such time exceeds 6 months, the Sellers may cancel the

9.3 In the case of goods by the Buyers to be delivered when required by the Buyers' such goods must be delivered within 3 months after the date of the Sellers' Confirmation of Order, failing which the Sellers may

10.0 DELIVERY DELAY

10.1 Time shall not be of the essence with respect to the delivery dates stated in any contract and the Sellers shall be entitled to deliver within 90 days after such dates.

11.0 PAYMENT & CHARGES

11.1 Each delivery shall operate as a separate contract. Should the Buyers fail to pay the price of any delivery on the due date, the Sellers shall be entitled to suspend further deliveries until payment or to vary by notice in writing with immediate effect the terms, if any, as to credit specified on the order or in any other contract subsisting between the Sellers and the Buyers or any company associated with or subsidiary thereto in such manner as they may, in their absolute discretion, determine or to treat the contract as wrongfully repudiated by

11.2 Payment will be due 30 days from the invoice date.

12.0 INTEREST

12.1 The Sellers shall be entitled to interest on any unpaid purchase price from the due date until payment at a

13.0 TITLE

13.1 Notwithstanding delivery, ownership shall remain with the Sellers until the Buyers shall have paid the price (whether or not due, invoiced, or ascertained at the date of delivery and for the avoidance of doubt this shall include any insurance proceeds in respect of the goods) and any ancillary costs payable in respect of the goods ("the Value") and all other outstanding amounts due, or to become due, to the Sellers in respect of any other

13.2 Notwithstanding sub-clause 13.1, the Buyers may sell the goods or the items containing the goods to a third party in the ordinary course of the Buyers' business but:

13.2.1 only at such a price as will be sufficient to ensure the Sellers receive the Value, as defined above, from
13.2.2 the Buyers shall, in every such case, make it a condition of such sub-sale that the property in the goods shall not pass to the sub-purchaser until they have paid the full price as charged by the Sellers therefore.

13.2.3 The Buyers shall immediately upon any such sub sale supply the Sellers, in writing, with the name and address of the sub purchaser and the date and contract price of each delivery.

13.2.4 The Sellers shall be entitled to inform the sub-purchaser of their interest in the goods and the proceeds

13.2.5 The proceeds of the sub-sale of any goods in which the Sellers have retained ownership shall be received by the Buyers, in trust, for the Sellers and shall be paid into a separate bank account kept for that purpose only and the same shall be promptly paid over by the Buyers to the Sellers, but nothing contained

13.3 The Buyers shall not save as above create or allow to be created, any right in the goods in favour of any

13.4 If the Buyers breach any of the provisions of clause 13 hereof, the Value and the Outstanding Account as defined above shall immediately, notwithstanding any contractual term to the contrary, become payable.

13.5 Until payment specified in sub-clause 13.1 hereof the Buyers will not, save as permitted in sub-clause 13.2 hereof, dispose of the item or items in question but will store the same, taking safeguards specified in clause

13.6 Forthwith and without notice or further leave or need for a court order, upon the failure of the Buyers to make payment for the goods when due or upon receipt of notice of refusal or incapacity so to make payment, the Sellers shall be entitled to retake possession of the goods entering the vehicles and/or premises of the Buyers for the purpose thereof, and the expense (if any) of detaching the goods from any things to which they

13.7 The Sellers shall not be responsible for and the Buyers shall indemnify the Sellers against liability in respect of damage caused to such vehicles or premises in retaking possession and removing goods being

13.8 The Buyers must ensure that if the goods are or become affixed to any land or building they shall be capable of being removed without material damage to such land or building. The Buyers warrant to repair and make good any damage caused by the affixation of the goods to or their removal from any land or building and to indemnify the Sellers against all loss, damage, liability they may incur or sustain as a result of such affixation

13.9 If the goods the property of the Sellers are admixed with goods the property of any person other than the Buyers, the product thereof shall be deemed to be owned by the Sellers in common with that other person.

13.10 The written consent of the Sellers having been obtained in accordance with sub-clause 3.3 hereof, the Buyers are licensed by the Sellers to subject the goods to additions, process or manufacture but in so doing, the Buyers confirm a bailment for processing relationship with the Sellers. The new product or products or any chattel created shall be separately stored and marked so as to be identifiable as the property of the Sellers as

13.11 If any goods supplied are incorporated in or used as material for other goods before payment, the property in the whole of such goods shall be and remain with the Sellers until such payment has been made.

14.0 INSURANCE LIABILITY

14.1 Until such payment, the Buyers shall take all necessary measures for the protection and storage of the goods, including insurance thereof with an insurance company approved by the Sellers in the Value defined above and the goods shall (where possible) be clearly marked as being the property of the Sellers.

15.0 SET-OFF

15.1 In the case of any dispute, the Buyers shall not be entitled to set-off, in extension or diminution of the sums otherwise due to them by the Sellers that they may allege, howsoever arising.

16.0 THIRD PARTY SUPPLIERS

16.1 If the Buyers request the Sellers to supply and/or invoice any goods or provide any services directly to any third party, then the Buyers hereby agree to remain principally responsible to the Sellers for the cost of such

17.0 INSOLVENCY & LIQUIDATION

17.1 If the Buyers become insolvent or are subject to a Receivership Order or, being a limited company, pass into liquidation, receivership or administration (except for the purpose of reconstruction or amalgamation) the contract shall thereupon determine without prejudice to the Sellers' right to payment of the price of delivered goods and any damage they might suffer in consequence of such determination, notwithstanding that such

18.0 WAIVER

18.1 The rights of the sellers shall not be prejudiced or restricted by any indulgence or forbearance extended to the Buyers, and no waiver of any breach shall operate as a waiver of any subsequent breach.

19.0 ASSIGNMENT

19.1 The Buyers shall not assign their rights hereunder without the prior written consent of the Sellers.

20.0 RISKS

20.1 Risks involved in the use, storage or transportation of the goods are transferred to the Buyers upon such goods reaching the Buyers' premises or reaching such other place, or places, of delivery as shall have been

21.0 VARIATION

21.1 No variation of these Conditions shall bind the Sellers unless it is confirmed by the Sellers, in writing, under the hand of the Branch Manager or Commercial Manager of the Sellers and in particular, no Agent of the Sellers shall have power to vary these Conditions unless such variation is confirmed as aforesaid.

22.0 PRODUCT INFORMATION & RISKS

22.1 The Buyers shall maintain and keep updated adequate records in respect of product risks of the goods which are the subject of the contract and the uses to which they are put in accordance with the Regulations. In addition, the Buyers shall maintain and keep updated adequate records, of the persons to whom the goods are

22.2 The Buyers shall undertake to supply any of the information held in the records defined in sub-clause 22.1 hereof to the Sellers and to any other distributors and/or producers within the meaning of the Regulations to whom the Buyers shall undertake to supply any of the said information to their own customers as shall

22.3 The Buyers shall undertake to co-operate in any reasonable measures undertaken by the Sellers pursuant to Regulation 9 of the Regulations to avoid product risks to consumers.

23.0 LAW

23.1 This contract shall be construed in accordance with the Laws of England and the Courts of England shall have non-exclusive jurisdiction thereover.