



**Quote** # 2000105297

02-03-2020 | Version 1

# SKIPPER V31

To the attention of

M. C. [REDACTED]  
THREE ROOMS BESPOKE JOINERY LTD  
11111 MEADOW GROVE  
[REDACTED]  
NOTTINGHAM  
[REDACTED]  
[REDACTED]

Customer code: **CEK0801357**

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Company registration number 02763471  
Registered in England and Wales



Drawings are non-binding. Some photos may show machines equipped with optional features.  
Biesse reserves the right to carry out modifications without prior notice.

Dear Mr **Simon Johnson**

Further to our recent conversation, we now have pleasure in enclosing our quotation for your perusal:

Vertical panel machining centre

**SKIPPER V31**

We feel sure our offer will be of interest to you, and we will contact you in the near future to discuss the specification in greater detail.

However, in the meantime, if you require any additional information, please do not hesitate to contact me on my mobile.

Assuring you of our best attention at all times.

Yours sincerely

A handwritten signature in black ink, appearing to be 'H Smith', with a long horizontal flourish extending to the right.

**Hugh Smith**

Biesse Group UK Ltd

# SKIPPER V31

## Vertical panel machining centre

All images are for illustration only



QUANTITY

9030650

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### Panel machining centre skipper v31

CNC panel machining centre - 'X' working field 2500 mm, 'Y' working field 900 mm.

The machine is equipped with 10 vertical independent spindles, 6 horizontal independent spindles and a unit equipped with grooving saw - dia. 120 mm - in 'X' direction (BH17).

### Panel dimensions (\*)

(min.-max. dimensions)	MIN	MAX	
Length - X	200	2.500	mm
Width - Y	70	900	mm
Thickness - Z	10	70	mm
Max. working panel weight		35	kg

(\*) The possible workings are to be verified case by case depending on the panel dimensions (especially in the minimum values), the type of material, the covering and the workings to perform. The above values are therefore indicative.

(\*) Panel Width (Y) - Length (X) ratio  $\leq 1,5$

### Working fields of the tools

(the dimensions - min. max. - refer to tool axis)

Length (X)	MIN	MAX	
Drilling	0	2.500*	mrr
Routing (with electrospindle)	0	2.500^	mrr
Grooves (with saw blade) in X direction	0	2.500^	mrr

Width (Y)	MIN	MAX	
Drilling	0	900	mrr
Routing (with electrospindle)	0	920	mrr
Grooves (with sawblade) in X direction	40	900	mrr

Thickness (Z) *	MIN	MAX	
Horizontal holes	5	35(°)	mrr

\*The data depend on the tool characteristics / panel thickness.

(\*) 3.200 mm as option

(^) With gripper repositioning

(°) The max. dimension may reduce depending on the panel side being machined and on the gripper positioning.

Working table height from floor: 700mm -750 mm

### Safety devices

In order to guarantee the operator's safety the machine is equipped with a protection system by carters to restrict the access to the working area.

The system is in conformity with the safety requirements of the EC regulation 2006/42/EC.

### Main structure

The machine bed is made by a vertical beam on which the operating unit with independent spindles is installed, an horizontal beam on which the positioning group for the panel X movement and the supporting worktables are installed.

### Movement and axes sliding system

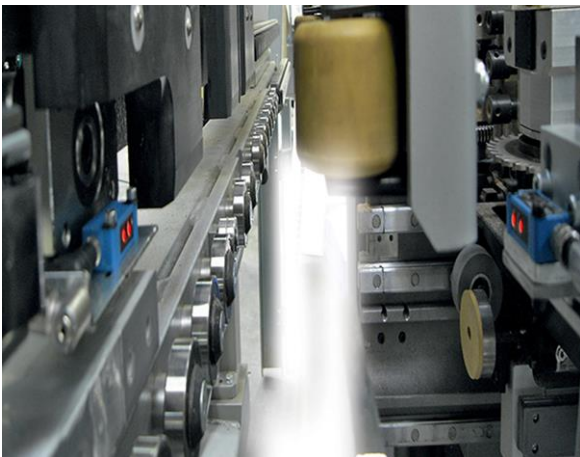
Slidings on prismatic guides and reticulating runners for X, Y and Z axes.

The vertical and horizontal beams are both equipped with a rack with inclined teeth for a high-precision transmission by grinded pinion.

### Panel positioning group

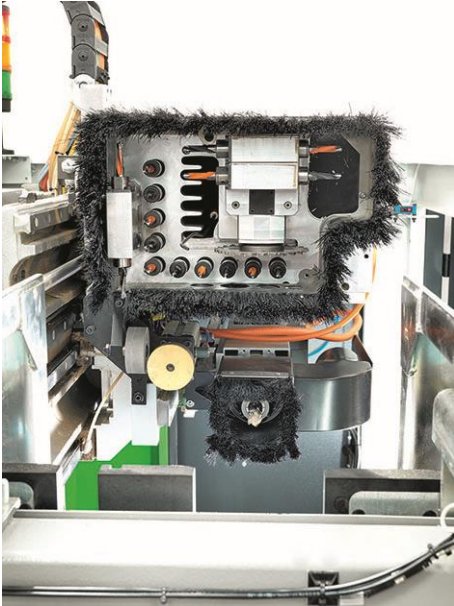
The machine is equipped with a positioning group for the panel X movement by a pneumatic gripper. The group is installed on the horizontal beam, it is started by the numerical control and is managed by automatic multiple positioning of the gripper to guarantee the panel workings.

For some workings it may be necessary the manual position of the group from the editor (after checking the feasibility of the machining operations).



### Panel reference system

The panel pre-positioning in X direction (lengthwise positioning) is performed on the machine LH area and it takes place through 1 stop placed in fixed position on the LH side of the main worktable; a laser photocell automatically reads the X panel reference (origin); in addition the same photocell measures the real panel length. The panel reference in Y direction is performed on a bottom roller way.



**BH17 operating unit**

The operating unit is composed of 10 vertical independent spindles, 6 horizontal independent spindles and 1 grooving saw unit diameter 120 mm.

The configuration of the operating unit is the following:

- ✓ No. 10 vertical independent spindles positioned at 32 mm centre distance, designed with grub-screw spindle coupling, of which:
  - no. 5 spindles aligned in 'X' direction - "System 32",
  - no. 5 spindles aligned in 'Y' direction;
- ✓ No. 6 horizontal independent spindles positioned in X and Y directions, designed with grub-screw spindle coupling, of which:
  - no. 4 spindles positioned in 'X' direction (no. 2 units with double outlet),
  - no. 2 spindles positioned in 'Y' direction (no. 1 unit with double outlet);
- ✓ No. 1 Grooving Saw Unit diameter 120 mm, RH rotation - Fixed working direction in 'X'.

Main specifications:

- ✓ Saw diameter mm 120; max. working depth 25 mm;
- ✓ Saw cutting thickness 4 mm;
- ✓ RH tool rotation; tool fastening through screws;
- ✓ Vertical pneumatic movement.

The operating unit is prearranged for the installation of the electrospindle.



**Worktables and sliding tables**

The main worktable is fixed and positioned in the centre of the machine supporting the panel during the working operations; the worktable structure is particularly rigid and its surface is covered by material with the lowest friction factor.

The LH and RH side sliding tables are equipped with rollers for the panel lengthwise X movement.

The tables are inclined of 5 deg. to allow an ergonomic and safe loading operation.

**Controller unit**

The machine control and management are made up by a PC equipped with a new generation Control PC system. The PC and the control board are installed on the machine front side, in an ergonomic position for the operator. BiesseWorks Editor - A high-level software interface makes particularly easy and direct the machine programming and allows:

- ✓ programming through assisted editor of profiles and borings to be performed on the panels;
- ✓ parametric programming of the machining operations;

- ✓ optimization of the machining operations with the automatic selection of the tools, the strokes and the routes for max. productivity;
- ✓ graphical set-up of the spindles of the operating unit;
- ✓ management of the tool data-base;
- ✓ graphical representation of the panel sides and relevant machining operations;
- ✓ automatic correction of the 'X' working positions according to the true dimension of the panel loaded on the machine;
- ✓ import of DXF/CIX files;
- ✓ on-line instructions;
- ✓ error diagnostics with explanatory messages.

\* **Desktop personal computer with colour display lcd 21,5".**

Operating system Windows 10.

PC specifications as per current standards on the market.

\* The technical data of the description can be subject to changes.

### Teleservice

The supplied teleservice allows having a direct access to the machine numerical control.

In such a way, it assures the check of the machine data, user programs, input/output signals, software installations updating and it gives the possibility of:

- ✓ -In real time answers
- ✓ -Very quickly problem solving
- ✓ -High reduction in machine stops
- ✓ -Immediate software updating

The supplied teleservice is completely free during the machine warranty period.

### Electric cabinet

The electric cabinet is placed on the front of the machine bed.

This solution avoids floor cables guaranteeing the easiest access to the machine and the maximum cleanness around the machine.

### Transformer and electronic power supply

Transformer and electronic power supply unit for voltage 380 - 415 V (+10%), 50/60 Hz.

### Documentation

- ✓ User's manual;
- ✓ Manual for controller unit programming;
- ✓ Pneumatic and wiring diagrams (in Italian and/or English);
- ✓ Spare parts catalogue.

**7212810**

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### 4.5 kw (6 hp) electrospindle with ring nut adaptor and elastic collet, air cooled - controlled by inverter.

Main specifications:

- ✓ Power delivered at 18.000 rpm in S1 duty: 4.5 kW (6 HP); linear power increase.
- ✓ Rotation speed from 6.000 up to 18.000 rpm, programmable by NC;
- ✓ RH rotation;
- ✓ Pneumatic movement through slide;
- ✓ The elastic collet ERC32 is not included.

Max. tool diameter 20 mm

Incompatible with the code no. 7212811

**7570046**

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**Air conditioner**

for electric cabinet , to protect the electric and electronic components from dust and in case the machine works in environments with a temperature higher than 45°C (113° F).

**7530360**

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**BIESSEWORKS - ADVANCED PROGRAMMING SYSTEM - office version (2 hardware keys).**

It requires the operating system Windows 7.

The graphic interface, fully compatible with the Windows standard, grants the following functions:

- ✓ Assisted graphic editor for the programming of boring, cutting and routing operations. The Editor handles multiple documents, so it is easy to copy a machining operation from one document to another through the Windows copy/paste functions;
- ✓ Interactive graphic views with zoom function. It is possible to select machining operations graphically and modify their technological parameters;
- ✓ Automatic optimization of borings and tool routes;
- ✓ Possibility of defining the work sequence with the mouse, by selecting the workings from a list;
- ✓ Parametric programming, with the possibility of specifying the values of the parameters when a parametric program is run;
- ✓ Import of files from CAD and other outside software systems in DXF and CID3 format. DXF files can be purely geometric or can contain all the technological parameters necessary for machining;
- ✓ Conversion of groups of DXF and CID3 files with no need of importing them one by one (batch-run module);
- ✓ Possibility of executing DXF and CID3 files directly;
- ✓ Graphic configuration of machine data;
- ✓ Tool database with search filters helping tool selection;
- ✓ Mouse selection for operating units tooling operations;

BieseWorks Advanced also includes:

- ✓ Guided creation of customized parametric macros, with the possibility of recalling them through icons which can be included in the software interface;
- ✓ 3D simulation of the tool path, to allow the operator to check on the PC the real situation on-board the machine, thus detecting of any errors in advance;
- ✓ Approximate calculation of machining time;
- ✓ Automatic pocketing of any shape with the possibility of leaving islands in relief at different depths .

Min. PC requirements:

- Pentium processor 2 Ghz or equivalent.
- 512 Mb RAM (1 Gb advised).
- 1 Gb of free disk space.
- graphic card with at least 128 Mb of RAM advised.

\* It includes the software update from BieseWorks Basic to BieseWorks Advanced - machine version.

## Vertical panel machining centre

### **SKIPPER V31**

with the configuration described above

**Total price**



VAT excluded

## Technical specifications

<b>CONNECTION VOLTAGE</b>	415
<b>FREQUENCY</b>	50 Hz
<b>VOLTAGE VARIATIONS</b>	Within ±10%
<b>ALTITUDE</b>	0 ÷ 1000 m



# Terms of sale

**OFFER VALIDITY** This price is valid for 30 days

**DELIVERY** Delivery time is estimated and is subject to access.

**OFFLOADING** Variation to Terms and Conditions of Sale below: Biesse Group UK Ltd will be responsible for arranging the off-loading and positioning of the machine, and arrange for the hire of a crane (where appropriate).

**WARRANTY** Variation to Terms and Conditions of Sale below:  
(Any maintenance not in accordance with the Service Manual could invalidate the warranty)

Twelve months from the date of commissioning in the case of single shift working or six months from the date of commissioning in the case of double shift working.

**INSTALLATION** Will be carried out by a Biesse Group Technician. It is the Purchaser's responsibility to connect all services to the machine prior to the engineer's visit.

THREE ROOMS BESPOKE JOINERY LTD.

# Order form

**CUSTOMER INVOICE ADDRESS**

**CUSTOMER SHIPPING ADDRESS**

[Redacted]  
 [Redacted]  
 [Redacted]  
 [Redacted]  
 [Redacted]  
 [Redacted]  
 [Redacted]  
 [Redacted]  
 [Redacted]  
 United Kingdom

**CUSTOMER PURCHASE ORDER NUMBER**

[Redacted]

**CONTACT TELEPHONE NUMBER**

**EMAIL ADDRESS FOR CONTACT**

**EMAIL ADDRESS FOR INVOICING**

(if different to above)

**MACHINE DETAILS**

QUANTITY	DESCRIPTION	CURRENCY	UNIT PRICE	TOTAL
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**Total price of machines (VAT Excluded):**

**ADDITIONAL OPTIONS**  
(NOT INCLUDED IN THE QUOTATION e.g. Software):

QUANTITY	CODE	SHORT DESCRIPTION	CURRENCY	UNIT PRICE	TOTAL
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**Total price of additional options (VAT Excluded):**

**Total Net Price = Machine + Additional options**  
(VAT Excluded):

**VAT at 20%:**

**Final Selling price of the Machine (VAT Included):**

# Payment terms

**STANDARD PAYMENT TERMS** Tick if applicable

**PAYMENT THROUGH FINANCE** Tick if applicable

**20% + VAT deposit due** with order, & sight of signed finance documents up to 3 months in advance

**80% + VAT on delivery of machine** (machine will not be installed until the delivery payment is received)

Finance company:

Contact name & number:

# Other information

**TOTAL CARE INFO**

Please select how many shifts will the machine be working?  1  2  3

**DELIVERY DATE REQUIRED?**

Please state the projected delivery date:

**OFFLOADING AND POSITIONING NOTES – If a small machine.**

Forklift available for use?  Y  N

Customers agreement to offload and position the machine themselves with own forklift?  Y  N

**PART EXCHANGE MACHINES (if applicable)**

BRAND	MODEL	S/N	WEIGHT	DIMENSIONS

**OTHER COMMENTS / SPECIAL REQUESTS?**

# Terms and Conditions of Sale

## 1. DEFINITIONS

In these conditions the following words have the following meanings unless the context requires otherwise.

"Contract" means any contract between the Seller and the Purchaser incorporating these Conditions for the sale of Products and/or the provision of Services;

"Seller" means Biesse Group UK Ltd., company number 2763471, whose registered office is at Lamport Drive Daventry, Northamptonshire, NN11 8YZ;

"Purchaser" means the person whose order for products/services is accepted by the Seller and to whom the Seller supplies the Products and/or Services;

"Liability" means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities;

"Products" means any machinery and/or equipment ordered from the Seller by the Purchaser or to be supplied by the Seller to the Purchaser together with any other goods and/or materials utilised in the performance of the Services and in which title is intended to pass to the Purchaser once the Services have been completed;

"Installation" means the building up, commissioning, installation and initial operation of the Product by the Seller.

"Services" means the building up, commissioning, installation and initial operation of the Product by the Seller.

The Purchaser shall be responsible for ensuring the accuracy of the order and any specifications, designs and/or other details contained within the order.

## 2. BASIS OF CONTRACT

(a) These conditions contain the only terms and conditions upon which the Seller will supply Products to the Purchaser. These Conditions supersede any printed or other conditions contained in any other document including, without limitation, any terms and conditions stipulated by the Purchaser or referred to in its order or pre-contract negotiations or in the Purchaser's standard conditions of purchase. No other agreement representation promise undertaking or understanding of any kind unless expressly accepted in writing by a Director of the Seller shall alter vary supersede or operate as a waiver of these terms and conditions.

(b) The Seller's employees or agents are not authorised to make any representation concerning the Products unless confirmed by the Seller in writing. In entering into the Contract the Purchaser acknowledges that it does not rely on, and waives any claim for a breach of, any such representations which are not so confirmed.

(c) All published prices are subject to revision without notice and are exclusive of VAT or any similar taxes levies or duties which shall be additionally payable by the Purchaser to the Seller.

(d) All drawings and technical information and particulars of weights and dimensions submitted by the Seller either verbally or in writing are to be deemed approximate and of indicative nature only and these and descriptions and illustrations and photographs contained in the Seller's catalogues price lists or other advertising shall not form part of any contract to which these terms and conditions relate. The Purchaser undertakes to request any technical information required from the Seller prior to the delivery and installation of the Product including but not limited to its dimensions and power or extraction requirements. The Seller reserves the right to correct any clerical or typographical errors or omissions in any sales or promotional literature, quotation, price list, order, invoice or other documents issued by the Seller with out any liability.

(e) The Seller shall have no Liability for errors in any specification or details supplied by the Purchaser and the Purchaser is solely responsible for their accuracy.

(f) The Purchaser agrees to indemnify and keep indemnified the Seller against any and all claims, losses, expenses, proceedings, actions, awards, liabilities, costs (including legal costs on a full indemnity basis and increased administration costs) and any other loss and/or liabilities arising out of the Seller's use of the specifications, details and/or drawings supplied by the Purchaser.

(g) A contract shall be affected when an authorised executive of the Seller acknowledges the Purchaser's order in writing.

(h) Each order once acknowledged shall constitute a separate contract.

## 3. CANCELLATION BY THE PURCHASER

(a) Once a contract has been effected it cannot be cancelled except with the consent in writing of a Director of the Seller and on terms which will indemnify the Seller against all losses suffered as a result of such cancellation including but not limited to all costs charges and expenses including a genuine pre-estimate of all losses incurred by the Seller.

(b) If the Purchaser fails to comply with any of these terms and conditions, either as to payment or otherwise, the Seller shall be entitled at its option to retain possession of any sum or sums of money paid as a deposit or on account of the purchase price and shall be entitled to reimbursement of any loss it may have sustained by reason of the Purchaser's default.

## 4. CANCELLATION BY THE SELLER

(a) If the Purchaser breaches the terms of this Contract (and if remediable the breach has not been remedied within 14 days of receiving notice requiring it to be remedied); persistently breaches any one or more terms of this Contract; ceases or threatens to cease to carry on business; and/or is declared or becomes insolvent or bankrupt, has a moratorium declared in respect of any of its indebtedness, enters into administration, receivership, administrative receivership or liquidation or threatens to do any of these things, takes or suffers any similar action in any jurisdiction or any step is taken (including, without limitation, the making of an application or the giving of any notice) by it or by any other person in respect of any of these circumstances, the Seller may exercise any of its rights in clause 4 (b) below.

(i) have the right forthwith to cancel suspend or delay any order then subsisting and upon written notice of such cancellation, suspension or delay being posted by it to the purchaser's last known address any subsisting order shall be deemed to have been cancelled suspended or delayed without prejudice to any claim or right the Seller might otherwise make or exercise and without any Liability of the Seller; and (ii) the Seller may enter, without prior notice, any premises of the Purchaser (or premises of third parties with their consent) where Products owned by the Seller may be and repossess and dispose of or sell any Products found which are owned by the Seller so as to discharge any sums due to the Seller under this Contract or any other agreement with the Purchaser. On the happening of any of the events in clause 4(a) above;

(i) all monies owing by the Purchaser to the Seller shall become immediately due and payable;

(ii) the Seller shall re-pay any monies paid to it by the Purchaser in respect of the cancelled orders, less any monies owed by the Purchaser to the Seller (if any);

(iii) the Purchaser's implied licence to be able to sell any of the Products which remained owned by the Seller shall immediately terminate;

(iv) the Seller may enter the Purchaser's premises without notice (or premises of a third party with their consent) where products owned by the Seller may be located and repossess and dispose of or sell any such Products which may be found so as to discharge any monies owing by the Purchaser to the Seller whether under this Contract or any other agreement; and/or

(v) the Seller may withhold any Services and/or delivery of any undelivered Products; stop any Products in transit and/or terminate or suspend any order for the delivery of Products and/or any Services.

(c) The Seller shall not be liable to the Purchaser or be deemed to be in breach of contract by reason of any delay in performing or inability to perform the contract if such delay or inability is caused by force majeure (as defined in clause 17). In the event of such circumstances arising, the Seller shall be at liberty to cancel or suspend the contract and/or defer delivery without incurring any liability of any nature, but without prejudice to the rights accrued to the Seller in respect of deliveries already made. If such event exceeds a period of three months, the Seller shall promptly notify the Purchaser. The Purchaser shall then be entitled to cancel its order without liability to the Seller.

## 5. PACKAGING AND DELIVERY

(a) The delivery date set out in an acknowledgement of order is an estimate only and the Seller shall be under no Liability for any delay or the consequences of any delay. Time is not of the essence in relation to delivery dates.

(b) The Seller will notify the Purchaser as soon as reasonably practicable of the actual delivery date for the Products and all relevant unloading requirements. If delivery is earlier than estimated the Purchaser shall accept delivery as soon as the Seller is able to deliver.

(c) The Purchaser shall unload the Products on arrival at the Purchaser's premises, position the Products on a suitably prepared foundation and arrange for all necessary utilities to be connected to the Products.

(d) The extent of packing and/or protection necessary will be at the Seller's discretion. The cost of such packaging and also delivery shall be included in the price of the Products. Any other packing requirements stipulated by the Purchaser will be at the Purchaser's risk and cost.

(e) The Seller shall be under no liability whatsoever for any loss or damage caused or injury suffered as a result of the unloading of the Products unless the Seller shall have undertaken such unloading.

## 6. STORAGE

When Products are ready for delivery the Seller may (but shall be under no obligation to) postpone delivery at the request of the Purchaser provided that the Purchaser pays the full price of the Products to the Seller in accordance with the terms of payment set out in the acknowledgement of order as if the delivery had not been postponed. The Seller may store the Products at its own premises or elsewhere at the Purchaser's sole risk and all storage, insurance, additional transport charges and other additional costs shall be paid by the Purchaser. If the Purchaser has not paid the full price of the Products, the Seller shall be entitled, after the expiration of three months from the date upon which the full price of the Products became payable, to dispose of the Products in such manner as the Seller may determine.

## 7. SUB-CONTRACT

The Seller reserves the right to sub-contract the whole or any part of any order on such terms and conditions as it thinks fit.

## 8. RISK

(a) Subject to the conditions of clause 6 if the Purchaser has made its own arrangements for transporting the Products the risk in the Products shall pass immediately the Products have left the Seller's or the manufacturer's premises (as the case may be) but otherwise the risk shall pass when the Products arrive at the Purchaser's premises NOTWITHSTANDING that the property in the Products has not passed to the Purchaser.

(b) Claims for damage in transit must be notified in writing to the Seller and carriers within seven working days of delivery and the delivery note must be endorsed accordingly otherwise the products shall be deemed to have been accepted by the Purchaser as being in good order and in conformity with the contract.

(c) The Purchaser shall insure and keep the Products insured to their full value in accordance with clause 9

(d) below.

## 9. OWNERSHIP

(a) The property in the Product shall only pass from the Seller to the Purchaser when payment in full in cash or cleared funds has been received by the Seller of all sums owed by the Purchaser to the Seller under this Contract or any other agreement.

(b) Pending receipt of payment in full the Purchaser shall be in possession of the Product as bailee only and shall not have the right to sell the Product nor to give pledge hire lease or move it without the prior consent of the Seller in writing.

(c) Until the Purchaser has paid in full for all Products supplied by the Seller, the Products must be clearly marked and identified as being the Seller's property and the Purchaser must not remove, modify or tamper with any trade marks or serial numbers used on or in relation to the Products. The Purchaser agrees that the Seller's employees and/or agents shall be entitled to enter the Purchaser's premises to check compliance with this clause.

(d) Until title in the Products has passed to the Purchaser the Purchaser shall keep the Products insured for the price at which the Products were sold to the Purchaser against all insurable risks and shall procure that the Seller's interest is noted on such policy of insurance. The Purchaser shall hold any proceeds of such policy of insurance in relation to the Products on trust for the Seller upon receipt of the same. Any monies received from the Purchaser by the Seller in accordance with this clause shall not discharge the Purchaser's liability to pay the price for the goods plus interest accrued in accordance with clause 14(c) (iii) but shall be set off against any such liability.

## 10. SERVICES

(a) When applicable, it shall be the responsibility of the Purchaser to provide such additional tools and labour as the Seller may specify necessary to assist the Seller's technician during performance of the Services.

(b) The Purchaser will:

(i) allow and/or procure sufficient access to the Seller's employees, sub-contractors and/or agents to allow them to carry out the Services;

(ii) allow and/or procure sufficient unloading space, facilities, equipment and access to power supplies to allow the Services to be carried out.

(iii) ensure that the site where the Services are to be performed is cleared and prepared before the Services are due to commence.

(c) When the building up, if applicable, is complete and when all necessary utilities have been provided and connected to the Products by the Purchaser, the Seller's technician will commission the Products and provide basic instructions and/or demonstrations to the Purchaser's operators in the use of the Product. It is the Purchaser's responsibility to provide suitable staff to receive such instruction and/or demonstration in the operation of the Product. Any additional work or training carried out at the Purchaser's request must be agreed in writing by an authorised executive of the Seller prior to commencement and will be subject to an extra charge.

(d) Any delays caused by failure of the Purchaser to perform its duties will be the subject of an extra charge.

- (e) During the carrying out of the Services the Seller reserves the right to withdraw any of its technicians to attend other matters as it thinks necessary.
- (f) Until commissioning and functional training is completed to the satisfaction of the Seller, the Purchaser shall not, and shall procure that its employees shall not, use the Product without the supervision of the Seller's technicians.

### 11. WARRANTY

The following is given in lieu of and to the exclusion of any guarantee, condition or warranty express or implied whether by statute or otherwise, and all liabilities are excluded to the fullest extent permitted by law.

- (a) If any defect of workmanship or material is disclosed in the Product or any part thereof within the period of twelve months from the date of commissioning in the case of single shift working or six months from the date of commissioning in the case of double shift working and notice of such defect is given to the Seller immediately on discovery of the defect and if the allegedly defective Product is made available for inspection by the Seller and all necessary information supplied to the Seller to enable the Seller to investigate and correct the defect, the Seller shall repair the defective part or (at the option of the Seller) supply a new part in the place of such defective part free of charge.
- (b) The Seller's liability arising out of the supply of defective Product shall not in any case exceed the cost of repair or replacement under the terms of Clause 11(a) above.
- (c) This warranty is subject to the Product being commissioned by the Seller unless otherwise agreed in writing and maintenance being carried out in accordance with the information and instructions issued by the Seller.
- (d) If any part of the Product is replaced by the Seller the original part so replaced shall be its property and must be returned by the Purchaser carriage paid to the Seller.
- (e) This warranty is personal to the Purchaser and shall not be assigned.
- (f) The Seller shall not be liable to third parties whether employed by the Purchaser or not in respect of any damage to property caused by or by the use of any Product sold by the Seller to the Purchaser. The Purchaser will indemnify the Seller in respect of any liability loss claim costs or damages whatsoever arising whether under statute or common law in respect of any such damage to property.
- (g) Product which is offered "second hand" or "reconditioned" is sold in existing condition at the date of sale and subject to all defects whether apparent or not and without any warranties attached thereto unless agreed otherwise in writing by an authorised executive of the Seller.
- (h) The Seller shall be under no Liability and this warranty shall not apply to defects due to wear and tear improper handling neglect failure to follow the Seller's storage, operating and maintenance instructions, defects arising from any drawing design or specification supplied by the Purchaser, alteration or repair of the Product without the Seller's prior approval, or use of the Product for any purpose other than those for which it is designed, or any other negligent or wilful act or omission of the Purchaser, its employees or agents or any third parties, and shall be invalidated if, without the Seller's consent, the Purchaser makes or causes or allows any material alteration or repairs to be made to the Product. In the event of any dispute as to the cause of any defect or fault in the Product the decision of the Seller shall be final.
- (i) This warranty shall not apply if the Purchaser has not complied fully with its contractual obligations.

### 12. MANUFACTURER'S WARRANTY

The Seller will use its reasonable endeavours to procure the assignment to the Purchaser of the benefit of any warranty or guarantee (if any) which the Seller has received from any manufacturer of the Product.

### 13. HEALTH & SAFETY

- (a) The Seller shall use all reasonable endeavours to ensure that the Product conforms to EC safety regulations applicable at the time of sale and that the Product supplied by it is safe and without risks to health when properly used.
- (b) The Purchaser undertakes with the Seller that it will ensure compliance so far as is reasonably practicable with any instructions given by the Seller or the manufacturer for the purpose of ensuring that the Product will be safe and without risk to health when properly used and will take any other steps or precautions having regard to the nature of the Product as are necessary to preserve the health and safety of persons handling or using it.
- (c) It shall be the responsibility of the Purchaser to take all necessary steps to comply with any changes in any health and safety legislation and to comply with requirements of such legislation in so far as they relate to the Purchaser's particular circumstances.

### 14. PAYMENT

- (a) Time of payment is of the essence of the contract and payment shall be made in full without any deduction set off counterclaim or other withholding of monies.
- (b) Terms of payment are set out in the Seller's acknowledgement of order. Unless otherwise stated on the Seller's order acknowledgement form, a 20% deposit shall be payable with the Purchaser's order; a remaining 80% of the price for the Products and/or Services shall be payable on delivery (machine will not be installed until the delivery payment is received).
- (c) Terms of payment must be strictly complied with otherwise:-
- (i) the Seller shall have the right either to suspend all further deliveries until the default has been made good or to cancel any order so far as any Product remains to be delivered there under;
- (ii) any discount (being the difference between the price originally quoted for the Product and the price subsequently agreed to be paid) shall cease to be allowable;
- (iii) interest shall be paid by the Purchaser at 4% above Seller's bank base rate from the date when payment is due to the date of actual payment; and
- (iv) the Purchaser shall indemnify the Seller against all costs and expenses (including legal costs on a full indemnity basis) incurred or sustained by the Seller in recovering sums due or in exercising its rights pursuant to Clause 14 in each case without prejudice to any other rights or remedies available to the Seller.
- (d) Payment shall not be deemed to be made until the Supplier has received either cash or cleared funds in respect of the full amount outstanding.

### 15. INTELLECTUAL PROPERTY RIGHTS

- (a) Drawings or technical documents issued for the use or information of the Purchaser and such other information as may be supplied to the Purchaser including specifications shall not be copied reproduced or communicated to any third party without the Seller's prior written consent.
- (b) The Purchaser acknowledges that any and all of the trade marks, trade names, copyrights, patents, service marks, design right and registered designs and other intellectual property rights used or embodied in or in connection with the Product or any parts thereof in which the Seller has an interest is and shall remain vested in the Seller. The Purchaser shall not at any time in any way question or dispute the ownership of any such rights.

(c) In the event that new inventions, designs or processes evolve in performance or as a result of any agreement under these terms and conditions, the Purchaser acknowledges that all intellectual property rights in the same shall belong to the Seller unless otherwise agreed in writing by the Seller.

#### **16. LIMITATIONS ON LIABILITY**

(a) The Seller shall have no Liability for any defect in the Products caused or contributed to as a result of the Products being used for display or demonstration purposes or being handled by customers of the Purchaser.

(b) The Seller shall have no Liability for defective Products and/or Services where the defect has been caused or contributed to by the Purchaser to the extent so contributed.

(c) The Seller shall have no Liability to the Purchaser if the price for the Products and/or the Services has not been paid in full by the due date for payment.

(d) The Seller shall have no Liability to the Purchaser for defective Products and/or Services, Products not dispatched or Products damaged or lost in transit unless the event is notified to the Seller within the appropriate time limit set out in this Contract.

(e) The Seller shall have no Liability for damage, loss, liability, claims, costs or expenses caused or contributed to by the Purchaser's continued use of defective Products and/or Services after a defect has become apparent or suspected or should reasonably have become apparent to the Purchaser.

(f) The Purchaser shall where reasonable give the Seller a reasonable opportunity to remedy any matter for which the Seller is liable before the Purchaser incurs any costs and/or expenses in remedying the matter itself. If the Purchaser does not do so the Seller shall have no Liability to the Purchaser.

(g) The Purchaser shall where reasonable produce to the Seller written evidence of any claims for which it is alleged that the Seller is liable together with written details of how the loss was caused by the Seller and the steps the Purchaser has taken to mitigate the loss before the Seller shall have any Liability for the claim by the Purchaser.

(h) The Seller shall have no Liability to the Purchaser to the extent that the Purchaser is covered by any policy of insurance and the Purchaser shall ensure that the Purchaser's insurers waive any and all rights of subrogation they may have against the Seller.

(i) The Seller shall have no Liability for any matters which are outside its reasonable control.

(j) The Seller shall have no Liability to the Purchaser for any:-

(i) consequential losses;

(ii) loss of profits and/or damage to goodwill;

(iii) economic and/or other similar losses;

(iv) special damages and indirect losses; and/or

(v) business interruption, loss of business, contracts, opportunity and/or production.

(k) The Purchaser shall be under a duty to mitigate any loss, damage, costs or expenses that it may suffer.

(l) The Seller's total Liability to the Purchaser shall not exceed £1,000,000. To the extent that any Liability of the Seller to the Purchaser would be met by any insurance of the Seller then the Liability of the Seller shall be extended to the extent that such Liability is met by such insurance.

(m) Each of the limitations and/or exclusions in this Contract shall be deemed to be repeated and apply as a separate provision for each of:

(i) Liability for breach of contract;

(ii) Liability in tort (including negligence);

(iii) Liability for breach of statutory duty; and

(iv) Liability for breach of Common Law.

Except clause (l) above which shall apply once only in respect of all the said types of Liability.

(n) Nothing in this Contract shall exclude or limit the Liability of the Seller for death or personal injury due to its negligence or any Liability which is due to the Seller's fraud or any other liability which it is not permitted to exclude or limit as a matter of law.

(o) All warranties, terms, conditions and duties implied by law relating to fitness, quality or adequacy are excluded to the fullest extent permitted by law.

(p) Nothing in this Contract shall exclude or limit any statutory rights of the Purchaser which may not be excluded or limited due to the Purchaser acting as a consumer. Any provision which would be void under any consumer protection legislation or other legislation shall to that extent, have no force or effect.

(q) The limitations in this Contract are necessary in order to allow the Seller to provide the Products and/or the Services at its current prices.

(r) If the Purchaser requires greater protection then the Seller will agree to modify the limitations and extend its guarantees in return for the payment of a higher price for the Products and/or Services.

#### **17. FORCE MAJEURE**

In addition to the other provisions in these terms and conditions relating to the Seller's liability, the Seller shall be relieved of all liabilities wherever and to the extent to which the fulfilment of its obligations is prevented frustrated or impeded by or as a consequence of fire flood act of God war invasion act of foreign enemy hostilities (whether war has been declared or not) civil war rebellion revolution or military or usurped power, the act of any Government, Government Department, Council or other duly constituted authority or strikes or lock-outs or other industrial action break-down or plant shortage of raw materials or any other cause whatsoever (whether or not of a like nature) beyond the Seller's control.

#### **18. SEVERANCE AND WAIVER**

(a) The rights of the Seller shall not be prejudiced or restricted by any indulgence or forbearance extended to the Purchaser and no waiver of any breach shall in any way affect the validity of the whole or any part of these terms and conditions nor shall it operate as a waiver of any subsequent breach.

(b) If any part of these terms and conditions shall be ineffective for any reason the remainder thereof shall constitute the terms and conditions binding upon the parties.

**19. LEGAL INTERPRETATION**

(a) Any agreement to which these terms and conditions apply shall be governed and construed in accordance with English law and any dispute arising out of or in connection with such agreement shall be determined by the English courts.

(b) For the avoidance of doubt, nothing in this agreement shall exclude or restrict the Seller's liability for fraud, or death or personal injury resulting from its own negligence.

(c) All third party rights are excluded and no third party shall have any right to enforce this Contract. This shall not apply to members of the Seller's group from time to time who shall, subject to the Seller's consent, have the right to enforce this Contract as if they were the Seller. Any rights of a third party to enforce this Contract may be varied and/or extinguished by agreement between the parties to this Contract without the consent of any such third party.

Signed:

\_\_\_\_\_

Print Name:

\_\_\_\_\_

On Behalf Of: Biesse Group UK Limited

Signed:

\_\_\_\_\_

Print Name:

\_\_\_\_\_

On Behalf of:

\_\_\_\_\_

Date:

\_\_\_\_\_

THREE ROOMS BESPOKE JOINERY LTD.



# LIVE THE EXPERIENCE

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