

SHOPFITTER TERMS AND CONDITIONS (B2B)

BACKGROUND:

These Terms and Conditions shall apply to the provision of shopfitting services by <<Insert name of shopfitter>> or <<Address of shopfitter>> to business customers that require their shopfitting services.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, the following expressions shall have the meanings:

“Agreement”	comprising an agreement in the form of the Quotation attached hereto as Schedule 1] and is subject to, these Terms and Conditions and the Quotation which the Parties will enter into upon the acceptance of the Quotation;
“Agreed Date”	the date on which the provision of the Services will commence by the Parties [as set out in
“Agreed Times”	the hours of the day [as set out in Schedule 1] which the Parties shall agree. Shopfitter shall have access to the premises for the Jobs set out in Schedule 1];
“Business Day”	any day other than Saturday or Sunday) on which the premises are open for their full range of services at <<Insert location>>;
“Confidential Information”	information disclosed by either Party, information which is confidential to the other Party pursuant to or in accordance with an agreement (whether orally or in writing) and whether or not the information is stated to be confidential or
“Customer”	any person or entity that requires the Services subject to these Terms and Conditions and the Agreement, being a business customer for the purposes of a contract for the supply of Services as defined by the Consumer Rights Act 2015;
“Final Fee”	any fee or sum payable which shall be shown in the Quotation in accordance with Clause 4 of these Terms and Conditions;
“Job”	any specific task in full of all the Services;
“Order”	any written or verbal initial request to acquire the Services from Shopfitter as described in Clause 2 of these Terms and Conditions;
“Products”	any materials required to provide the Services. Shopfitter shall procure and supply the Products (whether or not);

“Property”	the Customer’s retail shop / hotel / restaurant / hairdresser, leisure, office or other business premises, as detailed in the Order and the Agreement, at which the Job is to take place;
“Quotation”	a quotation detailing proposed fees and services to be provided to the Customer in accordance with Clause 2 of these Terms and Conditions. Any such quotation shall be deemed to incorporate, and be subject to, these Terms and Conditions b) not be deemed to be an acceptance of an Order;
“Quoted Fee”	the Fee which will be quoted to the Customer in the quotation following the Order which may vary according to the actual work undertaken as set out in Clause 4 of these Terms and Conditions;
“Services”	the shopfitting services provided by the Shopfitter as detailed in Clause 5 of these Terms and Conditions;
“Visit”	any occasion, scheduled or otherwise, on which the Shopfitter shall visit the Property to provide the Services; and
“Work Area”	the [internal][and][external] part or parts of the Property within which the Services are to be provided.

- 1.2 Unless otherwise stated, each reference in these Terms and Conditions to a singular noun includes a reference to the plural of that noun;
- 1.2.1 A reference to any electronic communication includes a reference to any communication by electronic transmission or similar means;
- 1.2.2 A reference to a statute is a reference to that statute or to any statute or re-enacted at the relevant time;
- 1.2.3 A reference to “these Conditions” is a reference to these Terms and Conditions and the Schedules as amended or supplemented at any time;
- 1.2.4 A reference to “these Terms and Conditions” refers to these Terms and Conditions;
- 1.2.5 A reference to a “Clause” is a reference to a Clause of these Terms and Conditions (and the Schedules) or a paragraph of the relevant Schedule;
- 1.2.6 The words “parties” refer to the parties to the Agreement.
- 1.3 The Terms and Conditions are for convenience only and shall not be binding upon the interpretation of these Terms and Conditions;
- 1.4 Words in the singular number shall include the plural and vice versa.
- 1.5 References to gender shall include any other gender.
- 1.6 References to persons shall include corporations.

2. Orders

- 2.1 The Customer shall order for their Services through <<insert methods e.g. website etc.>>.

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- 2.2 When placing an Order, the Customer shall provide the following details required. Details required include: the location of the Property, the Work Area, number of the Property, the type of shopfitting, and the type of shopfitting.

all set out in detail the Services required. Details required include: the location of the Property and the Work Area, number of the Property, the type of shopfitting, and the type of shopfitting.

- 2.3 [The Shopfitter shall provide prompts for the Customer to complete the Order form to the Customer which shall be provided by the Shopfitter.]

form to the Customer which shall be provided by the Shopfitter.]

- 2.4 Once the Customer has submitted the Order, the Shopfitter shall, unless they have submitted any quotation for the Services required, prepare a quotation for the Customer either by email, hand delivery or first class post. The quotation shall set out the required Deposit and Quoted Fee, detail the Services required, and the type of shopfitting. The Quotation shall be provided to the Customer (whether part/s or all) is accepted for the Services required.

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- 2.5 The Customer shall not be bound by anything in the Order and Quotation prior to a revised Quotation being issued to the Customer. The Customer may accept a revised Quotation, by telephonic or written agreement, by providing the Customer with a signature.

changes to anything in the Order and Quotation prior to a revised Quotation being issued to the Customer. The Customer may accept a revised Quotation, by telephonic or written agreement, by providing the Customer with a signature.

- 2.6 Unless and excepted in writing, a Quotation shall be valid for acceptance within <<number of days, e.g 7>> days.

otherwise agree in writing at any time for acceptance within <<number of days, e.g 7>> days.

- 2.7 No Order, Quotation or Agreement shall be binding on the Parties unless it is signed by both Parties.

documents or any acceptance of the Order, Quotation or Agreement shall give rise to any binding agreement unless it is signed by both Parties.

- 2.8 A binding agreement shall be entered into between the Parties when an Agreement is signed by both Parties and the Deposit has been paid.

existence and be of legal effect when an Agreement is signed by both Parties and the Deposit has been paid.

- 2.9 If the Deposit is not paid within the period of that period, the Agreement shall be deemed to be cancelled (but not as a result). If the Deposit is not paid late, the Shopfitter shall be deemed to be cancelled (but not as a result).

part number of days>> days after an Agreement is signed, the Agreement shall cease to be payable from the date of expiry of that period (but not as a result). If the Deposit is not paid late, the Shopfitter shall be deemed to be cancelled (but not as a result).

3. Deposit

- 3.1 At or after the time of the Agreement, the Customer shall pay a Deposit of the amount of the Deposit shall be set out in the Quotation. If the Deposit is not paid, the Shopfitter shall not be bound by anything in the Order and Quotation.

tion or but not more than <<insert number of days>> days after an Agreement is signed, the Agreement shall cease to be payable from the date of expiry of that period (but not as a result). If the Deposit is not paid late, the Shopfitter shall be deemed to be cancelled (but not as a result).

- 3.2 Subject to the provisions of the Order and Conditions and the Agreement, the Deposit shall be used for the Services and for the Products required to complete the Job [and for the Services and for the Products required to complete the Job].

nd Conditions and the Agreement, the Deposit shall be used for the Services and for the Products required to complete the Job [and for the Services and for the Products required to complete the Job].

4. Fees and Payment

- 4.1 The Quoted Fee shall be payable for the Services and for the Products required to complete the Job [and for the Services and for the Products required to complete the Job].

vable for the Services and for the Products required to complete the Job [and for the Services and for the Products required to complete the Job].

- 4.2 The Shopfitter shall use only the Products required to complete the Job [and for the Services and for the Products required to complete the Job].

heavours to use only the Products required to complete the Job [and for the Services and for the Products required to complete the Job].

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quired the Final Fee shall be adjusted to reflect
be kept to the necessary minimum.

- ## Services

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- 5.10 Where any materials are stored in or in other parts of the Property where they may be exposed to moisture the Shopfitter shall ensure that those materials are protected against rot and other water damage.
- 5.11 The Shopfitter shall ensure that its work as is reasonably possible, its provision of the Services shall not cause damage to, or have any other adverse effect on, the Property or the Work Area. The Shopfitter shall make good any such damage at no additional expense to the Customer prior to completion of the Services.
- 5.12 The Shopfitter shall be responsible for all waste that results from their rendering of the Services.
- 5.13 Prior to the completion of the Services the Shopfitter and the Customer will work together to produce a list of any faults or defects in the Property for rectification prior to completion.
- 5.14 Following completion of the Services the Shopfitter shall have a period of <<insert period e.g. 7 days>> to rectify any faults or defects in the Property at the completed work and to notify the Customer. The Shopfitter shall correct such defects at no additional cost to the Customer.

6. Customer's Obligations

- 6.1 If any consents, licences or permissions are needed from any third parties such as landlords, local authorities or similar, it shall be the Customer's responsibility to obtain the same in advance of the commencement of the Services.
- 6.2 The Customer shall ensure that the Shopfitter can access the Work Area (and any other areas) at the Agreed Times to provide the Services.
- 6.3 The Customer shall provide the Shopfitter with a set of keys to the Property or being provided by the Shopfitter. The Shopfitter warrants that the keys will be kept safely and securely.
- 6.4 The Customer shall ensure that the Work Area is clear of furniture, equipment and other items from the Agreed Date and for the duration of the Services, unless otherwise directed by the Shopfitter. The Shopfitter shall be responsible for the removal of certain furniture, fixtures and fittings in the Work Area at the commencement of the Job. Unless otherwise agreed, the removal shall be the responsibility of the Customer.
- 6.5 If the Customer is responsible for the measurements to the Shopfitter, the Shopfitter shall not be responsible for any inaccuracies which may result. If there is a shortfall in measurements, the Shopfitter shall charge accordingly. If there is an excess of measurements, the Shopfitter shall not reimburse the Customer for such excess.
- 6.6 The Customer shall ensure that the Shopfitter has access to electrical outlets and a supply of hot water at the Property.
- 6.7 The Customer must provide at least <<insert period e.g. 24 hours>> notice if the Shopfitter is to allow the Shopfitter to provide the Services.

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day or at a particular time. If less than <<insert
is given the Customer shall be liable to the
period at the Shopfitter's normal hourly rate and
accordingly.

7. Cancellation

7.1 Without prejudice to the right to terminate the Agreement pursuant to any
other terms and Conditions or the Agreement, the Customer shall not
schedule the Job at any time before the Agreed Date and shall be liable
to cancellation or rescheduling:

7.1.1 If the Customer schedules the Job more than <<e.g. 28 days>> before the
Agreed Date the Shopfitter shall issue a full refund of all sums paid,

7.1.2 If the Customer schedules the Job more than <<e.g. 28 days>> before the
Agreed Date the Shopfitter shall retain all sums paid, and shall deduct all such sums from any related
sums payable on the rescheduled Job.

7.1.3 If the Customer schedules the Job less than <<e.g. 28 days>> but more
than <<e.g. 14 days>> before the Agreed Date the Shopfitter shall retain the Deposit.

7.1.4 If the Customer schedules the Job less than <<e.g. 28 days>> but more than
<<e.g. 14 days>> before the Agreed Date the Shopfitter shall retain all sums paid including the Deposit and shall deduct all such sums from any related
sums payable on the rescheduled Job (the Deposit) from any balance payable on the rescheduled Job. The new Deposit shall be payable on the rescheduled

7.1.5 If the Customer schedules the Job less than <<e.g. 14 days>> before the
Agreed Date the Shopfitter shall retain all sums paid and any balance payable on the rescheduled Job shall become immediately payable. No refund shall

7.1.6 If the Customer schedules the Job less than <<e.g. 14 days>> before the
Agreed Date the Shopfitter shall retain all sums paid and any balance payable on the rescheduled Job shall become immediately payable. No refund shall
be payable. All sums paid will count toward the fees and Deposit payable on the rescheduled Job.

7.2 The Customer shall not schedule the Job at any time before the Agreed Date and shall be liable to cancellation or rescheduling including the Deposit.

8. Liability, Indemnification

8.1 Except to the extent caused by the Shopfitter's gross negligence or personal injury caused by the Shopfitter's gross negligence or fraud or fraudulent misrepresentation, the Shopfitter's liability in contract or tort (including negligence) or otherwise shall be limited to the direct, loss of use of the Work Area, or any indirect, damage, costs, expenses or other claims arising from the performance of the Job by the Shopfitter in connection with the performance of the Job under the Agreement.

8.2 The Shopfitter's liability for any loss or damage caused as a result of its negligence under the Agreement shall be limited to £<<insert sum>>.

8.3 The Customer shall be liable for any loss or damage suffered by the Shopfitter as a result of the Customer's failure to follow any instructions given by the Shopfitter.

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8.4 Under no circumstances shall the Shopfitter be responsible for any defects which result from the work of any third party contractor except for any subcontractor. The Parties agree that the Shopfitter shall have no control over any contractor which is not its subcontractor.

8.5 Subject to all of the other provisions of this Clause 8, the Shopfitter shall indemnify the Customer for all liability, damages, loss, claims or proceedings arising from the rendering of the Services or any breach of these Terms and Conditions of the Agreement.

8.6 The Customer shall indemnify the Shopfitter against any costs, liability, damages, loss, claims or proceedings arising out of the Customer's failure to meet any of its obligations under these Terms and Conditions of the Agreement.

8.7 The Shopfitter shall maintain in place at all times suitable and sufficient public liability insurance.

9. Guarantee

9.1 The Shopfitter warrants that all Services provided shall be free from any and all defects for a period of <<insert period e.g. 12 months>> following completion of the Services.

9.2 If any defects in the Services appear during the warranty period set out in sub-Clause 9.1, the Shopfitter shall rectify any and all such defects at no cost to the Customer.

10. Data Protection

The Shopfitter will only use personal data as set out in the Shopfitter's privacy policy, which is available from <<insert location(s)>>.

11. Confidentiality

11.1 Except as provided otherwise in writing, each Party shall keep confidential and [for <<insert period>>] the information disclosed to it by the other Party, the continuance of the Agreement and the termination of the Agreement.

11.1.1 keep confidential the information;

11.1.2 not disclose the information to any other party;

11.1.3 not use any information for any purpose other than as contemplated by the terms of the Agreement;

11.1.4 not make any disclosure of information in any way, or part with possession of the information;

11.1.5 ensure that the information is not disclosed to any officers, employees, agents, subcontractors or other third parties, which, if done by that Party, would constitute a breach of Clauses 11.1.1 to 11.1.4 above.

11.2 Either Party may:

11.2.1 disclose any information to:

11.2.1.1 any officer or director of that Party;

11.2.1.2 any authority or regulatory body; or

11.2.1.3 any other person, officer or body of that Party or of any of the parties or bodies;

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is necessary for the purposes contemplated by the Agreement, but not limited to, the provision of the Confidential Information required by law. In each case that Party shall first obtain the prior written consent of the other Party or body in question that the Confidential Information is to be disclosed and (except where the disclosure is to any person to whom disclosure is permitted by Clause 11.2.1.2 or any employee or officer of any Party) and submitting to the other Party a written undertaking to ensure that the Confidential Information is kept confidential and to use it only for the purposes for which the disclosure is made; and

11.2. The Party shall not disclose the Confidential Information for any purpose, or disclose it to any person, in whole or in part, in any form, in any extent only that it is at the date of the Agreement, or at any time thereafter, in any form, in any extent that becomes, public knowledge through no fault of the Party making such use or disclosure, that Party must ensure that the Confidential Information which is not public

11.3 The provisions of Clause 11 shall continue in force in accordance with the terms of the Agreement until the termination of the Agreement for any reason.

12. Force Majeure

12.1 The Parties shall not be liable for any failure or delay in performing their obligations under the Agreement if such failure or delay results from any cause that is beyond their reasonable control (referred to as "Force Majeure"). Such causes include, but are not limited to, natural disasters, war, civil unrest, government service provider failure, industrial action, civil unrest, earthquakes, acts of terrorism, acts of war, strikes, or any other similar or dissimilar event that is beyond the control of the Parties.

12.2 [In the event that a Party is unable to perform its obligations under the Agreement for a continuous period of <<insert period>>, the Parties shall terminate the Agreement by written notice at the end of such period. In the event of such termination, the Parties shall agree upon the payment for all Services completed up to the date of termination.]

12.3 The Parties shall notify the Customer in writing as soon as possible if and when a Force Majeure event occurs and at the same time provide an estimate of the duration of the event and how long the event is likely to continue and its impact on the Shopfitter's obligations.

13. Termination

13.1 Either Party may terminate the Agreement by giving written notice to the other Party.

13.1.1 The Agreement shall terminate if the other Party is in breach of the Agreement and the breach is not remedied within <<insert period>> of the due date for payment;

13.1.2 The Agreement shall terminate if the other Party commits any other breach of any of the provisions of the Agreement and the breach is capable of remedy, fails to remedy the breach within <<insert period>> Business Days after being given written notice of the breach and requiring it to be remedied.

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- 13.4 The rights to term
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concerned (if any) d

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Upon the termination of the [REDACTED] on:

- 14.5 each Party shall (e) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party all documents in its possession or control which contain Confidential Information.

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15. **No Waiver**

No failure or shall be deemed of any provision breach of the

exercising any of its rights under the Agreement at right, and no waiver by either Party of a breach shall be deemed to be a waiver of any subsequent provision.

16. **Further Ass**

Each Party may be necessary

all such further deeds, documents and things as provisions of the Agreement into full force and effect.

17. **Costs**

Subject to a incidental to Agreement.

contrary each Party shall pay its own costs of and litigation, execution and carrying into effect of the

18. **Set-Off**

Neither Party or sums resulting agreement a

set off any sums in any manner from payments due any claim under the Agreement or any other

19. **Assignment**

19.1 Subject Neither charge sub-ordinate the value withh

the Agreement shall be personal to the Parties. mortgage, charge (otherwise than by floating otherwise delegate any of its rights thereunder, or delegate any of its obligations thereunder without other Party, such consent not to be unreasonably

19.2 The S it through skilled contract omis

be deemed to perform any of the obligations undertaken by or of its group or through suitably qualified and act or omission of such other member or sub-ordinate of the Agreement, be deemed to be an act or

20. **Time**

[The Parties the essence

and dates referred to in the Agreement shall be of

OR

[The Parties guidance on mutual agree

and dates referred to in the Agreement are for the absence of the Agreement and may be varied by provisions.]

21. **Relationship**

Nothing in the joint venture contractual n

constitute or be deemed to constitute a partnership, any relationship between the Parties other than the provided for in the Agreement.

22. **Third Party**

No part of accordingly Agreement.

be deemed to confer rights on any third parties and of Third Parties) Act 1999 shall not apply to the

23. **Notices**

23.1 All no

shall be in writing and be deemed duly given

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if signed by, or on behalf of, the authorised officer of the Party giving the notice.

23.2 Notices shall be deemed to have been given:

23.2.1 when delivered to the recipient by a registered messenger;

23.2.2 when sent, by email, and a successful return receipt is generated; or

23.2.3 on the fifth business day after the date of posting by ordinary mail.

In each case notice shall be deemed to have been given to the most recent address notified to the Party.

24. **Entire Agreement**

24.1 The Agreement constitutes the entire agreement between the Parties with respect to its subject matter and shall not be modified except by an instrument in writing signed by both Parties.

24.2 Each Party shall acknowledge that, in entering into the Agreement, it does not rely on any representation or warranty other than those expressly provided in the Agreement and shall not imply by statute or otherwise any implied by statute or otherwise by law.

25. **Counterparts**

The Agreement may be entered into by one or more counterparts and by the Parties to it on separate counterparts, each of which shall be deemed to be a duplicate original, but all of which when taken together shall constitute one and the same instrument. No counterpart is binding until each Party has executed at least one counterpart.

26. **Severance**

In the event that one or more provisions of the Agreement and/or of these Terms and Conditions is found to be invalid, void or otherwise unenforceable, that provision(s) shall be severed from the Agreement and the remainder of the Agreement shall remain in full force and effect.

27. **Dispute Resolution**

27.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement through their appointed representatives who have the authority to bind the Parties.

27.2 If negotiations under 27.1 do not resolve the matter within <<insert period>> days of the date of the last attempt to resolve the dispute, the parties will attempt to resolve the dispute through an agreed Alternative Dispute Resolution (ADR) procedure.

27.3 If the ADR procedure under 27.2 does not resolve the matter within <<insert period>> days of the date of the last attempt to resolve the dispute, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.

27.4 The seat of the arbitration shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed by the Parties.

authorised officer of the Party giving the notice.

given:

23.2.1 when delivered to the recipient by a registered messenger (including during business hours of the recipient; or

23.2.2 when sent, by email, and a successful return receipt is generated; or

23.2.3 on the fifth business day after the date of posting by national ordinary mailing, if mailed by national ordinary mail.

In each case notice shall be deemed to have been given to the most recent address or e-mail notified to the Party.

entire agreement between the Parties with respect to its subject matter and shall not be modified except by an instrument in writing signed by both Parties.

Each Party shall acknowledge that, in entering into the Agreement, it does not rely on any representation or warranty other than those expressly provided in the Agreement and shall not imply by statute or otherwise any implied by statute or otherwise by law.

The Agreement may be entered into by one or more counterparts and by the Parties to it on separate counterparts, each of which shall be deemed to be a duplicate original, but all of which when taken together shall constitute one and the same instrument. No counterpart is binding until each Party has executed at least one counterpart.

In the event that one or more provisions of the Agreement and/or of these Terms and Conditions is found to be invalid, void or otherwise unenforceable, that provision(s) shall be severed from the Agreement and the remainder of the Agreement shall remain in full force and effect.

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shall prohibit either Party or its affiliates from
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28. **Law and Ju**

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clusive jurisdiction of the courts of England and

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- # F

1. The Agreement

- ## 2. The Services

Specification / Description of Service	Relevant Dates / Times
<p>Description: [insert description. This may include any of the following: fitting, fit out, false ceiling, remodelling, design, supply and installation of fittings, flooring, ceilings, shopfront, equipment/appliances, security systems, plumbing, piping, installation of appliances, heating, ventilation, aircon, air extraction etc.]</p> <p>Specification:</p>	

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The Shopfitter shall be liable for the payment of Value Added Tax (for the purpose of Clause 6.7 of the Terms and Conditions) at the rate of <<insert figure>>.

4. **Electronic Signatures**

It is acknowledged that the Agreement may be signed by:

- 4.1 Both Parties may sign the Agreement by electronic signature (whatever form the electronic signature takes);
- 4.2 Both Parties may sign the Agreement by manuscript signature; or
- 4.3 One Party may sign the Agreement by electronic signature (whatever form the electronic signature takes) and the other Party signing by manuscript signature.

Each Party hereby declares that an electronic signature will be as conclusive of a Party's intention to sign the Agreement as if signed by that Party by means of their manuscript signature.

IN WITNESS WHEREOF the above Agreement has been duly executed the day and year first before written

SIGNED by
<<Name and Title of Shopfitter>>
for and on behalf of

In the presence of
<<Name & Address>>

SIGNED by
<<Name and Title of Customer>>
for and on behalf of

In the presence of
<<Name & Address>>