

# 2026 CIPS Updated Valid Dumps L4M3 Free



CIPS Level 4 – Diploma in Procurement and Supply

## Commercial Contracting [L4M3]

Sample Exam Questions (Objective Response)

The correct answer will be listed below each question

L4M3 Sample Questions V5 Sept 2020

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CIPS L4M3 Exam is a crucial milestone for procurement professionals who want to excel in the field of commercial contracting. L4M3 exam is designed to test the candidates' knowledge and skills in drafting, negotiating and managing commercial contracts. It is a level 4 exam, which means that it is ideal for procurement professionals who have some experience in the field and are looking to advance their careers.

## CIPS Commercial Contracting Sample Questions (Q128-Q133):

### NEW QUESTION # 128

Bethy sees a coat on shop window with a \$100 price tag. She comes and asks the shop owner to buy it. The owner states that the price has not been updated and the current price for the coat is \$120. Bethy says the owner should honour the quoted price on window shop. Is Bethy correct?

- A. Yes, \$120 for a coat is extremely unreasonable and the owner's later offer therefore void
- B. Yes, the owner has made an offer by showing his product on the shop window and he must honour that offer
- **C. No, the display on shop window is just an invitation to treat and the owner may change the price at his will**
- D. No, the owner is revoking his initial offer to sell at \$100 and he is proposing new offer to Bethy

**Answer: C**

Explanation:

Based on two famous precedents, Fisher v. Bell (1961) and Pharmaceutical Society of Great Britain v. Boots Cash Chemists (1953), the display on shop window is considered as an invitation to treat. The shop owner can change the price when his customer asks to buy.

Reference: CIPS study guide page 29

LO 1, AC 1.2

### NEW QUESTION # 129

In which of the following section of a specification, requirements for training to use the equipment will be set out?

- A. Consultation requirements
- B. Issue reference
- **C. Implementation**
- D. Performance

**Answer: C**

Explanation:

Implementation is a substantive requirement which covers the following areas:

- Will there be a need to train the staff to use the equipment?
- Are there integration requirements with other systems or processes?
- How will this work?
- What are the timescales?
- Are detailed method statements required?

Consultation requirements regards to explicitness of compliance with any national or local legal requirements Reference:

LO 2, AC 2.1

### NEW QUESTION # 130

Which of the following are always considered as minimum preconditions for a contract? Select TWO that apply:

- **A. Consideration**
- B. Specification
- **C. Intention to be bound**
- D. Omission
- E. Promise

**Answer: A,C**

Explanation:

In order to form a contract to come into being, there are five conditions:

- Offer
- Acceptance
- Consideration
- Intention to be legally bound
- Capacity to contract

Reference: CIPS study guide page 28-43

LO 1, AC 1.2

### NEW QUESTION # 131

Which of the following are most likely to be liabilities of suppliers under a guarantee clause? Select

- **A. Replacement**
- B. Decommissioning
- C. Installation
- D. Upgrading
- **E. Repair**
- F. TWO that apply

**Answer: A,E**

Explanation:

A guarantee is an agreement given by a trader to a consumer, without any extra charge, to repair, replace or refund goods that do not meet the specifications set out in the guarantee. A guarantee is usually issued by the manufacturer of goods or by a trader that provides goods as part of a service - replacement windows, for instance. Generally, a guarantee provider undertakes to carry out free repairs, for a set period of time, for problems that can be attributed to manufacturing defects.

Reference:

- Guarantees and warranties
- CIPS study guide page 157-159

LO 3, AC 3.2

### NEW QUESTION # 132

Michelle contacts Hannah and asks her if she would be interested in purchasing her car for £2000. Hannah immediately takes £2000 to Michelle and says she wants to buy the car. Michelle subsequently refuses to proceed. Has the contract between Michelle and Hannah been made?

- A. Yes, because both parties have full legal capability to enter into a contract
- B. No, because by refusing to proceed, Michelle rejects Hannah's counter-offer
- C. Yes, by her performance Hannah has accepted Michelle's offer on selling the car
- **D. No, because Michelle has rejected Hannah's offer on buying the car**

**Answer: D**

Explanation:

To solve the question, you must distinguish the following notion:

- Offer: The case of *Storer v Manchester City Council* [1974] 1 WLR 1403 outlines that an offer is: An expression of willingness to contract on specified terms, with the intention that it is to be binding once accepted
- Acceptance: in order for a contract to be formed, the offer must be accepted. Acceptance represents the meeting of the minds of the parties to the contract - both agree to exchange something for the other (payment, services, goods, etc.).
- Counter offer: is an offer made in response to a prior offer.
- Invitation to treat: An important distinction to make in contract law is that between an offer and an invitation to treat. An invitation to treat is usually an invitation for another party to make an offer. It may also be defined as an indication that a party is open to negotiation.

Here are some key distinctions of offers and invitation to treats.

Offer:

- \* Certain promise to be bound
- \* Clear and specified terms
- \* The conduct or words of the party show certainty
- \* There is no room for negotiation

Invitation to treat:

