

## Terms & Conditions of Sale

### 1. VALIDITY

Unless expressly accepted by us by means of a written amendment to these terms and conditions signed by one of our Directors and referring specifically to the term or condition to be amended, the Contract will be on the terms and conditions set out below (together called "The Contract Terms") to the exclusion of any other terms and conditions whether or not the same are endorsed upon delivered by the Customer to us. Any reference herein to any order specification or like document will not be deemed to imply that any terms or conditions endorsed upon delivered with or referred to in such order specification or like document will have effect to the exclusion or amendment of our Contract Terms.

### 2. DEFINITIONS

In the Contract Terms "Contract Work" means the goods, materials and services (the term "services" includes but is not limited to any design function performed or undertaken by us and the selection by us of goods or materials) to be supplied or carried out by us for the Customer and includes and work deemed to be additional work under the Contract Terms. "Constructional Plant" means any equipment used or intended to be used by us in carrying out the Contract Work but which will not be incorporated therein so as to become the property of the Customer in accordance with the Contract Terms.

### 3. QUOTATIONS

- (i) The accepted price will be based on our quotation and given details, if between that date and the termination of the work, variations either by the rise or fall of costs in this industry or generally by alterations to specification then the price may at our option be amended to provide for these variations.
- (ii) Each Tender is given on the basis that no Contract will come into existence between the Customer and ourselves until we despatch to the Customer an acknowledgement of order form.

### 4. TERMS OF PAYMENT

- (i) Payment will be as stated on our quotation and will be net values unless specifically stated. Interest at 8% above National Westminster Bank Plc base rate will be charged on overdue accounts.
- (ii) If default is made in any payment due then we may suspend or abandon the work and remove unfixed materials, tools and other equipment from the site.
- (iii) Retention for any project cannot be held unless agreed in writing before commencement of any work.
- (iv) Any period of retention agreed must be adhered to (payment of account does not depend upon payment of others to yourselves).

### 5. PRICE

- (i) The Tender price and rates are based on the costs of goods, materials, labour, sub-contract, transport, taxes and duties ruling at the date of the tender and on the work being done in normal working hours and conditions as laid down by the recognised wage fixing body of the trade concerned. We reserve the right to amend the tender price and/or rates to take account of any variation in these costs or the imposition of any new taxes or duties occurring from whatever cause between the date of the tender and the completion of the contract.
- (ii) The Customer will in addition pay for any work:
  - (a) Carried out by us at his request (not being work which we originally contracted to undertake); **or**
  - (b) Required as a result of any matter or thing which at the date of tender we did not know existed and which we could not reasonably have foreseen; **or**
  - (c) Arising from any inadequate or inaccurate instructions or drawings given to us by the Customer or arising from the Customer failing to comply with any of the Contract Terms.
- (iii) Any additional costs payable by the Customer as a result of the matters specified in (sub clause (i) of this condition,) or any variation or additional work ordered by or on behalf of the Customer will be charged at rates (together with a percentage in respect of overheads and profit) based on the cost of goods, materials, labour, sub-contracts, transport, duties and taxes prevailing at the time the work is carried out.

### 6. OWNERSHIP AND RISK

- (i) The property in goods or materials fixed or unfixed will not pass to the Customer until all such goods or materials have been paid for in full.
- (ii) All goods or materials fixed or unfixed on site will be at the sole risk of the Customer. The cost of repairing or replacing any such goods or materials and any of the Contract Work which are lost, damaged or destroyed, from whatever cause, will be charged by us as additional work in accordance with the provisions of Condition 3 and will be paid or reimbursed to us by the Customer in accordance with the Contract Terms.

### 7. DELIVERY

- (i) We will endeavour to complete the contract work, or deliver the goods or materials within the time agreed and if not time is agreed within a reasonable time but in no circumstances will we be liable for loss or damage or any kind whatsoever caused directly or indirectly by any delay in the completion of the Contract Work or the delivery of the goods or materials not will any such delay entitle the Customer to repudiate or rescind the Contract.
- (ii) In connection with the delivery of any goods or materials no claim for damage or shortages will be considered unless we and the carriers are notified verbally within 24 hours and in writing within 3 days of delivery and no claim for non-delivery will be considered unless we are notified in writing within 10 days of despatch.

### 8. INSTALLATION AND COMMISSIONING

- (i) In respect of Contracts where:-
  - (a) Site installation is included our tender assumes that such work can be carried out continuously in one visit to site.
  - (b) Commissioning is included our tender assumes that such work can be carried out in one separate visit to site.
- (ii) If due to causes beyond our control the matters specified in (a) or (b) are unable to proceed without interruption, we reserve the right to charge for additional costs involved.

### 9. CUSTOMER OBLIGATIONS

- (i) The customer will at his own expense provide:-
  - (a) Safe storage for all goods materials and construction plant delivered or brought on site together with a workshop or suitable space for work benches and fixed tools; **and**
  - (b) Convenient access to and about the site on roads or surfaces satisfactory for transporting the weight of goods materials and constructional plant involved; **and**
  - (c) Artificial lighting when necessary and electric current for tools, motors and welding plant, fuel, water and gas, scaffolding, scaffold towers, ladders and lifting appliances necessary to enable the Contract to be carried out by us.

### 10. GUARANTEE

- (i) For the purposes of the succeeding sub-clauses of these Terms and Conditions we will not be deemed to be liable for or to be held to our guarantee for the goods supplied to or to be supplied under the Contract if the following apply.
  - (a) The work has not been properly maintained in accordance with our or the manufacturer's recommended maintenance procedure or has been subject to any misuse unauthorised repair replacement modification or alteration now will we be so liable.
  - (b) Any goods or materials which have not been commissioned by us or by others with our express authority or which are put into operation by the Customer or by us at this request before completion of the Contract work; **or**
  - (c) As a result or frost or other extremities of weather or temperature.
- (ii) Save as aforesaid under no circumstances will we or our servants, agents or sub-contractors be liable for any loss or damage of any kind whatsoever (including but not limited to death of or injury to any person or persons) arising out of or caused directly or indirectly by any defect or omission in the Contract Work or by any negligence on our part or on the part of any of our servants, agents or sub-contractors and all warranties and conditions express or implied statutory or otherwise are hereby expressly excluded.
- (iii) Without prejudice to the generality of any of the other conditions the Customer will indemnify us and keep us indemnified against all claims, costs, proceedings, demands or liability of whatsoever nature incurred by or made against us,
  - (a) which arise from any services carried out by us but which result directly, partially or wholly from any act or omission of the Customer or any other persons; **or**
  - (b) arising or resulting from the death of or injury to any of our servants, agents or sub-contractors while he or they are on site (being the place, wherever that may be other than our own premises, where such person or persons are performing services for the Customer) howsoever caused otherwise than wholly through our or our servants, agents or sub-contractors negligence.

### 11. LIABILITY TO THIRD PARTIES

The Customer will indemnify and keep indemnified ourselves, our servants, agents and sub-contractors against any loss or damage or whatsoever nature (including but not limited to death of or injury to any person or persons), and however arising, incurred or suffered by us or our servants, agents or sub-contractors by reason of any claim made by a third party which loss or damage would not have been incurred or suffered of the third party had been in direct contractual relationship with us or our servants, agents or sub-contractors under these conditions.

### 12. DRAWINGS AND SPECIFICATION

- (i) Whilst all descriptions and illustrations of the Company's products in its catalogues and price lists have been carefully prepared they are intended nevertheless for general guidance only and the Company does not accept responsibility whatsoever for any errors or omissions therein or any loss or damage resulting from reliance on such descriptions and illustrations. As the company policy is one of continuous improvement the right is reserved to make whatsoever alterations, improvements or other variations to the product as may be thought fit.
- (ii) Any variation to the drawings and/or specification will be the subject of a revised quotation.
- (iii) All specifications are calculated on the basis of original information given by yourselves or others and assume that windows are normally closed and doors will be subject to normal usage or protected by suitable air screens supplied by us or others.

### 13. TERMINATION

- (i) Any Contract to which these conditions apply will terminate immediately upon service of written notice of termination by us or the Customer or any or more of the following grounds:-
  - (a) that the Customer has become suspect to the Bankruptcy laws or has made an arrangement or composition with his creditors or otherwise taken the benefit of any Act for the time being in force for the relief of insolvent debtors or has suffered or allowed for any execution whether legal or equitable to be levied on his property or obtained against him or (being a body corporate) has convened a meeting of creditors (whether formal or informal) or has entered into liquidation whether voluntary or compulsory (except a voluntary liquidation for the purpose only of reconstruction or amalgamation) or has a Receiver appointed of its undertaking or any part thereof.
  - (b) that the Customer has failed to observe or perform any of his obligations or duties under the Contract.
  - (c) If the carving out of the Contract Work or any substantial part thereof is prevented or rendered impracticable for a continuous period of ninety days by reason of accidental damage of any kind whatsoever and however arising or by the Act or default of any person other than ourselves but including the Customer.
- (ii) Termination of the Contract in any way whatsoever will be without prejudice to the rights obligations and liabilities of either party accrued prior to the termination.
- (iii) Without prejudice to any of our other rights to claim damages the Customer will, on termination of the Contract for any reason whatsoever or if the Customer cancels, extends or delays or purports to cancel, extend or delay the Contract or fails to take delivery of any goods or materials indemnify us against any loss, damage or expense incurred by us in connection with the Contract including but not limited to the payment of the costs of any goods, materials, plant or tools used or intended to be used therefore and the costs of labour and other overheads including a percentage in respect of profit.

### 14. ENGLISH LAW

The Contract will be construed and operate in accordance with English Law provided that under no circumstances will the Uniform Laws on International Sales Act 1967 apply. The Customer hereby submits himself to the jurisdiction of the English Courts to which all disputes relating to the Contract will be submitted.

### 15. GENERAL

The above conditions shall apply not only to the original Tender (if accepted) but to all orders subsequently placed with the Company, by or on behalf of the same Customer in connection with the same work unless otherwise agreed in writing. No employees of the Company are at liberty to promise or to alter in any way the conditions of sale which will only be binding if confirmed by the Company in writing.