

1. Acceptance of Orders. All orders are subject to acceptance by the Company in writing. Unless otherwise agreed in writing, any order resulting from this quotation shall be deemed to include acceptance by the Customer of the following conditions which shall apply to the exclusion of any conditions contained or referred to in the Customer's order or enquiry.

2. Contract Price

(a) This quotation is based upon the cost of materials, labour, transport, statutory obligations and overhead expenses ruling at the date of quotation, or price ruling date. If between that date and the completion of work any increase in such costs shall occur the Company may claim such increases as they arise.

(b) Should extra costs be incurred by the Company due to suspension of work on the Customer's instructions, or lack of instructions, or as a result of interruptions, delays, overtime, unusual hours or mistakes or work for which the Company is not responsible, then such extra cost as well as the cost incurred of retaining any of the Company's workmen on the site after completion of erection, shall be added to the contract price and paid for accordingly.

3. Validity. This quotation is valid for a period of thirty days from the date hereof.

4. Terms of Payment 30 days from invoice date on progress of work performed and materials supplied. Statutory Interest at the rate of 8% plus the Bank of England base rate shall be paid by customers on all overdue accounts. Additionally in such event the company shall be entitled without prejudice to any right to damages or other remedy to withhold further deliveries until payment is made and/or cancel the Contract in respect of the whole or any part of the goods remaining undelivered and/or by giving 7 days notice in writing to the customer to suspend the work for so long as any such overdue payments remain outstanding.

5. Cancellation. If the customer should make default in any payment when due or become subject to the bankruptcy laws, or, being a limited company, has a Receiver appointed, or enters into liquidation, the Company may at its option terminate this contract without prejudice to the rights of either party hereunder.

6. Storage. The Company shall be provided with safe, dry storage space adjacent to its work. Unloading facilities shall be provided by the Customer if at the time the Company's workmen are not on the site.

7. Preparation of Surface. Unless otherwise provided, the contract price does not include the stripping or removal of old materials or cleaning and/or removal of rust, dirt, grease, frost and other substances or the coating of the same with preservative materials. The contract price does not include drilling or tapping structural steel work, supplying, fitting, drilling or welding of steel lugs, etc which may be required to take timber grounds or other materials.

8. Working Hours. Unless otherwise specifically provided, the while of the work shall be carried out during normal working hours and in accordance with the agreement between E.E.P.T.U., T.G.W.U. AND U.C.A.T.T., without interruption or delays and no overtime shall be worked.

9. Plant. Unless otherwise specified the contract price does not include any scaffolding, craneage or hoisting.

10. Force Majeure. Work will be put in hand by the Company as soon as possible, after the governing date if any, specified in the Company's quotation and will be completed as quickly as possible, but time shall not for the purpose of any contract between the Company and the Customer be deemed to be of the essence of such contract. The Company shall not be responsible for any loss, damage or delay caused directly or indirectly by strikes (either official or unofficial), war, invasions, riots, civil commotion, military or usurped power, any act of parliament or by reason of weather conditions, delays in deliveries of materials in short supply, unsuitable access to the site or any other cause of circumstances whatsoever beyond the control of the Company and the Company further shall be under no liability for any consequential damage which the Customer may suffer by reason of any such delays aforesaid.

11. Alterations or Additions. In the event of the Company being requested by the Customer or its agent to make any alterations or additions to any work undertaken by the Company (including work in progress) the Company shall be entitled to make extra charges to cover the cost of such alterations. The Customer shall obtain an estimate of such extra cost from the Company and confirm acceptance thereof before requiring any alterations or extra work to be put in hand. The Company reserves the right to declare any delivery commitments previously entered into void.

12. Builders Work. Unless otherwise stated it is assumed that all builders work i.e. chasing holes etc would be by the main contractor unless otherwise stated.

13. Site facilities. It is assumed that these would be provided by the main contractor F.O.C.

(a) Water, Electricity, Gas, Temporary lighting & power

(b) Toilet and canteen facilities

14. Programme of Work. A complete programme of site work must be agreed as soon as possible after the placing of the order. If any change resulting from the customer non-compliance with or variation of any agreed programme causes extra costs to be incurred by the Company these shall be reimbursed to the Company.

15. Compliance with Official Requirements. It is a condition of any contract that the customer undertakes to comply with any statute, order in council, decree, regulation, bye-law or other requirement for the time being in force of any government department, municipality or other competent authority and any expense incurred by the Company due to the customer's failure to comply with these conditions shall be reimbursed.

16. Vesting. Notwithstanding any agreed terms of payment the property in the goods shall not pass unless all materials supplied and all work done shall have been paid for in full.

17. Protection of Works. The Company will not accept responsibility for loss of or damage to its materials on site for any reason whatsoever unless such loss or damage occurs whilst the Company itself is physically handling such materials and responsibility is only accepted for materials used on contract works up to their incorporation. Liability is expressly excluded for damage caused by other traders.

18. Contract Period. Allowance has been made for site establishment costs and non-producers for the duration of the contract as specified.

19. Statutory and Other impositions. Our quotation takes account of current legislation and present rates only have been allowed for in respect of but not limited to:-

(a) Current exchange rate

(b) N.H.I. and Graduated Pension Contributions.

© Training levy and radius and lodging allowances.

20. Overseas Assistance. Where the Company supplies supervisory assistance for overseas projects it is to be understood that the service provided is purely advisory and no responsibility for work done or the consequences therefore can be accepted.

21. Warranty.

(a) Subject as hereinafter provide the Company will make good any defect arising solely from faulty material or workmanship and disclosed within the period of twelve calendar months from the completion of the work provided notice in writing is given of any such defect immediately it is disclosed and no repair or replacement is made or attempted otherwise than by the Company or with its express written permission.

(b) This warranty does not extend to defects caused by wilful or accidental damage, negligence, movement of buildings, plant or their components, or defects caused by the application or use of other materials to or in conjunction with the Company's goods.

© The Company accepts no liability under any other claim for expenditure or repairs or for consequential or other loss of any kind in the case of goods not of the Company's manufacture no guarantee is given or liability accepted beyond such guarantee as is given by the manufacturer.

(d) This guarantee and undertaking is in lieu of and excludes all other guarantees, conditions, warranties, representations and liabilities whatsoever whether express, implied, statutory or otherwise which might exist but for this provision.

22. Arbitration. These conditions shall be construed and have effect in accordance with English law and any dispute arising thereout shall be referred to arbitration under the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force.

23. Variation of Conditions. No agent or representative of the Company has any authority to agree any oral variation, qualifications or addition to these conditions.

24. Variation of Contract. No variation works will be carried out by the company unless a written variation order is received by the customer duly signed by their agent or representative.