

STANDARD CONDITIONS OF TRADING

This quotation is based on the following conditions of trading which shall be deemed to be incorporated in any contract based upon this quotation, except as otherwise agreed in writing between the customer and the company.

This quotation is subject to confirmation by the company on receipt of the order.

DRAWINGS

- (a) The plans, drawings, specifications and samples submitted are the property of the company to be used between themselves and their customers only. Plans, drawings and specifications prepared by an architect or other agent of the customer shall remain the property of the customer.
- (b)
 - (i) In case of discrepancy between drawing and the specification the specification shall prevail.
 - (ii) The specification and quotation detail the work allowed for and variations caused by the request of Local Authorities and Surveyors or by change in the customers instructions will be charged or credited appropriately. Any extra costs incurred by a suspension of site work for reasons within control of the customer may be charged to the customer.
 - (iii) The company agrees to complete the works within the time stated but overtime work at the customer's request to complete the work before this date may be the subject of extra charge.

MATERIALS

- (c)
 - (i) The company gives no warranty of fitness for purpose in respect of materials which have been specified by the customer and which are itemised in the quotation. The company will give advice on the suitability of materials if such advice is sought by the customer.
 - (ii) Any existing materials on the site replaced by new work will be taken away and will become the property of the company unless agreed otherwise in writing.

OWNERSHIP

- (d) The ownership in all materials and goods delivered to the site shall remain the property of the company until paid for in full whereby they shall pass to the customer who shall be solely responsible for the same and should insure accordingly.

FACILITIES FIXING (SITE)

- (e) The customer shall provide on the site, without charge, an adequate supply of water and electricity during the progress of the work, and facilities for the storage of plant and materials necessary for carrying out the work.

LIABILITIES

- (f)
 - (i) The company shall be responsible for damage to existing glass or other materials to stock, merchandise, fixtures, fittings or goods on the site not the property of the company, provided always that the damage is due to the negligence of the company.
 - (ii) The company shall not be responsible for loss or delay resulting from causes outside their control including strikes, lock-outs or force majeure and work may be partially or wholly suspended upon notice being given by the company until the dislocation in working is ended. The time of any suspension shall be added to the time of completion of the original contract.
 - (iii) The company will not be responsible for damage to work on site by fire, flood, excessive damp or heat or other causes operating before or after completion of the work which are beyond the company's control.

DEFECTS AFTER COMPLETION

- (g) Should any defects arise which are due to faulty materials or workmanship on the part of the company and/or his sub contractors they shall be rectified without charge provided that notice of such defects shall be given in writing by the customer to the company within six calendar months of the completion of the work. When defects are rectified under this condition the company will undertake a further liability in respect of the rectified work for a period of six months commencing from the date of the rectification of the defect.

PAYMENT

- (h)
 - (i) Invoices will be rendered at intervals as work proceeds to an amount equal to 90% of the work so far executed. Payment of the invoices shall be made within 14 days. The balance will be payable as follows:- 5% shall be paid on completion of the work and 5% shall be paid on expiration of the guarantee period at clause g. If defects are notified, the retention money shall be limited to a maximum 5% of the value of the work for up to six months after completion of 2½% thereafter.
 - (ii) In the event of the customer's premises being destroyed or substantially damaged by fire, the customer shall be at liberty to terminate the contract upon paying the company for the works actually executed and the materials supplied or appropriated to the contract.
 - (iii) The contractor may suspend work if the customer fails to pay as contracted.

TERMS

- (i) This quotation is net and does not allow for any discount, trade or cash, except such as may be expressly specified therein. Unless specifically stated to be fixed price contract, quotations are based on current prices of materials, current wage rates as nationally agreed, employment conditions, insurance and other statutory liabilities. Increases or decreases of the contract sum will be made for the changes which occur to the foregoing current prices either before the commencement of work or during its progress. The company shall furnish evidence of changes in the prices of materials and/or labour if required by the customer.

ARBITRATION

- (i) If at any time a dispute or difference arises between the company and the customer in relation to or arising out of the contract and either of the parties shall give to the other notice in writing of the existence thereof failing agreement, such dispute or difference shall be referred to the Arbitration in the United Kingdom or a person to be mutually agreed upon or failing agreement, some person appointed by the President for the time being of the Royal Institute of British Architects, or Royal Institute of Chartered Surveyors, whose award shall be final and binding on both sides, and this shall be deemed to be submission to Arbitration within the meaning of the Arbitration Act 1950 or any statutory modification or re-enactment thereof.