

STANDARD CONDITIONS

1. **PERIOD OF QUOTATION:** This quotation ("the Quotation") is open for acceptance (which must be in writing) for a period of 30 days from the date of the Quotation. After that date the Quotation will lapse. Whilst the Company may at its discretion renew the Quotation it reserves the right to amend the prices quoted.

2. **WORKS AND FEES NOT COVERED IN QUOTATION:** The Quotation only covers the items specified ("the Works") and, unless otherwise expressly stated, does not include any costs in respect of any building or painting work (of whatever description and for whatever purpose such work may be required) or for Stoking, (except for testing the installation of parts installed under the terms of this Quotation) or any other trades; costs of fuel, water, gas, electric current, lighting and/or the fees of any surveyors or inspectors whether instructed by the local authority or otherwise. The Quotation has been issued on the assumption that all existing systems, supplies, items of plant and components intended for retention and reconnection within the Works are sound throughout and fully operational and any costs incurred via the failure or inadequacy of existing systems or parts will be charged as additional items.

3. **OVERTIME:** The Quotation is based on the work being done during normal working hours being 8 am to 5 pm Monday to Friday excluding public holidays. Overtime authorised by the Customer, his Architect or other agent shall result in an additional charge.

4. TERMS OF PAYMENT:

4.1 Save in the circumstances set out in 4.2 and 4.3 the Company shall submit tax invoices to the Customer for sums falling due under this Quotation.

4.2 In the event of the Works exceeding £5000 in total and lasting more than 1 working week the Company may at its discretion render interim applications for payment at periods of not less than 14 days.

4.3 Where equipment manufacturers impose advanced payment conditions for equipment, in accepting the Quotation such conditions will be deemed to be accepted by the Customer and the Company may make application for payment accordingly.

4.4 Payments due under 4.1 and/or 4.2 and/or 4.3 shall be legally due to the Company on the date of receipt by the Customer of each invoice or application and the Customer shall pay the Company all sums due on or before the final date for payment which shall be 14 days from receipt by the Customer of each of the Company's invoices under 4.1 and/or applications under 4.2.

4.5 Within 5 days after the date on which any payment becomes due to the Company under this Agreement, the Customer shall give notice to the Company specifying the amount of the payment which he proposes to make in relation to the Company's invoice and the basis on which that amount is calculated. If no notice is given, the Customer proposes to make payment of the amount stated in the Company's invoice.

4.6 Not later than 3 days before the final date for payment the Customer shall give to the Company notice of any deduction or set-off which he proposes to make from any sum due under this Agreement specifying the amount proposed to be withheld and the ground or grounds for withholding payment and the amount attributable to each ground.

4.7 Where any amount due under this Agreement is not paid in full by the final date for payment of each invoice and no effective notice is given under Clause 4.5, the Company shall be entitled to suspend performance of its obligations under this Agreement. The right to suspend performance shall cease when the Customer makes payment in full of the amount due.

4.8 Where any amount due under this Agreement is not paid in full by the final date the Company shall be entitled to charge interest on any amount which remains unpaid and such interest shall accrue at the rate of 5 % above the base rate for the time being of Lloyds TSB from the date of the invoice until the date of payment.

5. **PRICE FLUCTUATIONS:** This offer is based upon materials and equipment availability applying at the date of the Quotation. Should the contract programme require the use of alternative materials and/or equipment then the Company will seek the Customer's approval to such use (not be unreasonably withheld or delayed) and the Quotation prices will be adjusted to reflect any resultant price variation.

6. **MATERIALS:** The property in unfixed materials shall not pass until all materials shall have been paid for in full. All materials on the site fixed or unfixed are at the sole risk of the Customer and in the event of any of the same being damaged or destroyed or stolen the Company shall be entitled to full payment for such items and also for any work damaged, destroyed or lost and the cost of replacing any such materials and of reinstating or restoring any such work shall be charged as an extra provided that the Customer shall not be responsible for any loss occasioned solely by the negligence of our employees.

7. **FIRE RISK EXEMPTION:** Notwithstanding anything contained in clause 6 the Customer shall be solely responsible for all loss or damage to the contract works arising from fire howsoever caused including unfixed materials works and shall indemnify the Company against such loss or damage.

8. **GUARANTEE:** The Company undertakes to repair or, if necessary, replace free of charge any materials or work found to be defective if the defect is due to faulty manufacture or bad workmanship and is brought to our attention within six months of the completion of the Works provided that:

(i) The Company accepts no responsibility for any drawing, design or specification not prepared by the Company ("third party design") and submission of the Quotation does not constitute any warranty, guarantee, representation or opinion of the practicability of construction or of the efficacy, safety or otherwise of materials to be supplied or work to be executed by us in the accordance with such third party design and the cost of any additional work caused by defect in any such drawings, designs or specification shall be chargeable as an extra.

(ii) The Company shall not be liable for any consequential loss or damage caused directly or indirectly by any defect or otherwise howsoever:

(iii) The Company shall not be liable for any extra work arising due to apparatus being put into operation by the Customer before it has been authorised by the Company for beneficial use.

9. **THIRD PARTY LIABILITY:** Save that this clause shall not operate as an exclusion against liability for death or personal injury or against a claim arising from the negligence or the Company or its employees the Company shall not be liable for any claim by a third party in respect of the works carried out under the Quotation and the Customer shall indemnify the Company against any such third party claim including the costs of any legal proceedings.

10. **COMPLIANCE WITH LAW AND GOVERNMENT REGULATIONS:** Acceptance of the Quotation constitutes a warranty and representation by the Customer that he has complied with every Statute., statutory requirement or regulation applicable to the Works, whether of the Government or of any local or lawful authority and in particular that he has lawfully obtained every necessary licence, permit or authority that may be required in connection with the work to be carried out under the Quotation.

11. GENERAL

(i) The above conditions shall apply not only to the Quotation (if accepted) but to all orders subsequently placed with the Company by or on behalf of the Customer in connection with the same work unless otherwise agreed in writing.

(ii) The Quotation is net of VAT and does not provide for any discounts.

(iii) The contract and these conditions shall in all cases be subjected to English Law.

