

## TERMS AND CONDITIONS

### 1. Quotation

Subject as set out expressly in the terms and conditions, all services are carried out in accordance with our written quotations. All quotations are valid for a period of three months. Thereafter prices may fluctuate and specifications may alter. Acceptance of our quotations within the above time shall constitute acceptance of these terms and conditions of trading.

### 2. Additional work of Variations

- a) Any additional work not covered by the specification set out in our quotation will be subject to a separate quotation and charged accordingly.
- b) Upon placing an order in respect of a quotation we cannot accept cancellation of any purpose made items or equipment specially purchased for completion of the quoted works.
- c) We reserve the right to levy additional charges for any work authorised by the customer which is carried out outside normal working Hours in cases of emergency.

### 3. Work covered in the quotation

Our quotations cover the items of the specification only, and unless otherwise expressly stated, do not include any other work including without limitation building works, plastering, masonry, electric installations (except for testing the installation or parts thereof) or any other traders work.

### 4. Commencement of works

The quoted works will be commenced when formally accepted in writing and upon receipt of Deposit as agreed. However liability cannot be accepted for any delays due to circumstances beyond our control.

### 5. Completion and Delivery

We shall make every effort to complete the works within the times stated on our quotation however we shall not be liable for delays due to strikes, lock out or other causes beyond our control.

### 6. Discounts

All quotations are strictly net and do not provide for any discounts unless expressly stated.

### 7. Vat

All Prices are quoted exclusive of VAT. VAT shall be payable in addition to such prices.

### 8. Payment of Accounts

Upon acceptance of our quotation you may be required to pay a Deposit of between 20-50%. This will be dependent upon the scale/cost of the quoted works. All balances are due on completion of the works unless otherwise agreed in writing. If payment is not received by the due date the unpaid balance shall on and from such day bear interest (before and after judgment) at the rate of 3% per annum above HSBC Bank plc. base rate. We reserve the right to add such outstanding balance including all costs and expenses including without limitation legal expenses.

### 9. Materials

The property in unfixed materials shall not pass until all materials required for the works carried out as per our quotation has been paid for in full. All materials on site fixed or unfixed are at the sole risk of the customer and in the event of the same being destroyed or stolen we shall be entitled to full payment thereof and also for any works damaged, destroyed or lost and the cost of replacing such materials and of re-instatement of restoring any such work shall be charged as an extra under clause 2(a) provided that the customer shall not be responsible for any loss occasioned solely by the negligence of our Employees.

### 10. Fire Risk Exemption

Notwithstanding anything contained in clause 10 hereof, the customer shall be solely responsible for all loss or damage to the contract work and materials used arising from fire, howsoever caused, including unfixed materials on site for the purpose of carrying out the contract works, and shall indemnify us against such loss or damage.

### 11. Guarantee

We shall repair or at our discretion, 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 twelve months of the completion of the contract works provided nevertheless that:

- a) We shall not be liable for any consequential loss or damage caused directly or indirectly by any defect or otherwise.
- b) We shall not be liable for any loss or damage, nor for any extra work entailed due to an apparatus being put into operation by the customer or by us at the customer's request before completion of the contract works.
- c) We accept no responsibility for any drawing, design or specification not prepared by us.  
This Guarantee does not affect your Statutory Rights.

### 12. Drawings

Unless expressly stated drawings submitted with a quotation shall not be binding as to detail, but shall serve for the purpose of illustration only.

### 13. Third Party Liability

Notwithstanding anything to the contrary in these terms and conditions we shall not be liable except in respect of death or personal injury caused by our employees' negligence for any claims, whether brought against the customer or against us either under any statute or at common law or under the express terms and conditions by any person arising out of or in connection with any act or omission relating to the contract works or material used.

### 14. Third Party Rights

No third party shall be entitled to enforce any of these terms and conditions pursuant to the Contract (Rights of Third Parties) Act 1999.

### 15. Governing Law

These terms and conditions are subject to the laws of England and Wales and subject to the jurisdiction of the courts of England and Wales.