

STEADFAST (ANGLIA) LIMITED TERMS AND CONDITIONS

CLAUSE 1. REPRESENTATIONS BEFORE CONTRACT

If a customer wishes to rely upon any representations made by us or on our behalf but not expressly embodied in any tender, estimate contract or sub-contract to which these terms apply, the customer must give us written notice of such reliance before placing an order or signing a contract or sub-contract with us and shall not otherwise be entitled to rely on such representations.

CLAUSE 2. FORM OF CONTRACT

The following conditions apply in all cases. Where a formal Contract is required the JCT DOM1 standard form of Sub-Contract is normally acceptable to us but where there is any inconsistency these conditions will prevail.

CLAUSE 3. OFFER AND ACCEPTANCE

Any tender/quotation submitted by us is open to offer for a period of 31 days from the date on the tender/quotation but does not automatically constitute a binding offer. Any order based on our tender/quotation will be subject to acceptance in writing by us. Any stipulations or conditions in the customer's order form which would conflict with these Conditions or in any way qualify or negative the same shall be deemed to be inapplicable to the order place with us unless expressly agreed to by us when acknowledging the order in question.

CLAUSE 4. CREDIT

Orders are accepted subject to the customer's credit being approved by us.

CLAUSE 5. DETAILS

All drawings, illustrations in catalogues, price lists and other advertisement matter must be regarded as approximate representations only and are not binding in detail and none shall form part of the contract.

CLAUSE 6. SITE SIZES AND LOCATIONS

We will take site sizes on one single visit to site for which no charge will be made. Charges will be made for each subsequent visit and a reasonable delivery time will have to be allowed from the time when the last size is obtained that enables our designs to be completed.

CLAUSE 7. DELIVERY AND FIXING

Any delivery dates or fixing period stated are subject to:

- Final approval of fixing positions and test fixing results.
 - Due receipt of all necessary information including a satisfactory order.
 - Any preparatory work of the main Contractor being sufficiently advanced and electricity supplies available as reasonably required by us.
 - Waterproofing of all roof penetrations is to be carried out by the main contractor or others.
 - Our not being hindered or prevented from delivering the goods by any cause whatsoever beyond our control, including, but not limited to, strikes, lock-outs, civil commotion, riot.
- In any such event, the Sub-Contract period shall be extended by such time as we may reasonably require.

CLAUSE 8. CUSTOMER'S DEFAULT

If at any date(s) specified for delivery, the customer delays the acceptance of the Contract goods for reasons outside our control the goods will be stored by us but the customer shall pay us an amount equivalent to what he would be liable to pay if the goods had in fact been delivered and (when applicable) include in any certificate referred to in Clause 14. In addition, the customer will be liable to pay reasonable storage charges for the period of delay plus the cost of any additional handling and transport incurred. Alternatively, at our option we may, be giving fourteen days' notice in writing, cancel the Contract or any balance of the Contract remaining unfulfilled on the date of expiry of such notice when we shall be entitled to recover from the customer as damages, any loss, expense or other damage suffered by us as a result of such cancellation.

CLAUSE 9. CHANGES IN QUANTITIES

Changes in quantities may result in increases in unit prices with possible delays in delivery. The right is reserved to manufacture and despatch in economic loads.

CLAUSE 10. VARIATIONS AND CANCELLATIONS

- A charge will be made for any additional drawing office detailing, shop work and materials involved if variations are made. Any delivery commitments previously entered into will be void.
- Our price does not include for the supply of formal drawings either for construction or as-built. Hand drawn sketches are available, anything more than this will incur additional charges dependant on requirements.
- Cancellations will only be accepted on the understanding that all costs incurred will be reimbursed in full; such costs to date from receipt of letter of intent or official order, whichever is earlier.

CLAUSE 11. FLUCTUATIONS IN PRICES

Unless otherwise expressly stated, our price, which is not subject to costing, is based on current costs at date of tender and subject to confirmation on receipt of order. Our prices are subject to adjustment to cover any variations in the prices of materials, wage rates or other costs which may occur after the date of our original tender and before completion of our work.

CLAUSE 12. TESTING AND ACCEPTANCE

All eyebolt fixing is subject to a satisfactory Pull Out Test at the commencement of works. If this Pull Out Test is not satisfactory, then an alternative fixing and quotation may be necessary, and a charge will be made for the abortive test or tests on a time and materials basis.

During installation of works, each and every fixing shall be tested at least to the figures required in the B.S.S for Window Cleaners Safety Eyebolts.

Test certificates are valid for up to 1 calendar year for safety eyebolts and wire access systems and each Test Certificate has the re-test date typed on it. All test certificates will be issued upon receipt of payment in full less any agreed retention. Quotations for re-testing will be given upon application.

CLAUSE 13. COMPLIANCE WITH OFFICIAL REQUIREMENTS

- It is a condition of any contract that our customer undertakes without charge to us to comply with any statute, Order in Council, Decree, Regulation, By-law or other requirement for the time being in force of any Government Department, Municipality or other competent authority. If, owing to the customer's failure to comply with this Condition, we are put to any loss or expense the customer will be liable to reimburse us the full amount thereof.
- All materials, methods of fixing and testing used by us are in accordance with the relative B.S.S where applicable.

CLAUSE 14. PAYMENT

- Where fixing forms part of our contract, progress payments shall be made by the end of every month at the rate of 95% of the value of the work executed and materials delivered on site (whether fixed or unfixed) during the immediately preceding month. The final balance shall be paid by the end of the month following the date of completion of our work.
- Where provision, accepted by us, is made for payment on the certificate of an architect, engineer or surveyor, such payment shall be made in full within the fourteen days of issue of such certificates less agreed retention.
- On completion of the contract if payment is not received in full within our payment terms any certificates or warranties previously issued we become null and void.
- Interest at the rate of 2.5% above the current base rate of Barclay's Bank shall be paid by our customers on all overdue accounts. Additionally in such event, we shall be entitled without prejudice to any right to damages or other remedy to withhold further deliveries until payment is made and/or to cancel the Contract in respect of the whole or part of the goods remaining undelivered and/or by giving seven days notice in writing to the customer to suspend work for so long as any such overdue payments remain outstanding.

CLAUSE 15. QUALITY OF GOODS AND STANDARD OF WORKMANSHIP

We hereby guarantee the material and workmanship of the apparatus furnished by us within a tolerance of +/- 25mm under this Contract and will make good by either replacement or, at our option, repair any defects not due to ordinary wear and tear or to improper use or care which may develop within one year as from the date of completion of each installation, provided that we have received written notice of such defect and the claim in respect thereof is made within the above period.

Further, this guarantee shall only apply if:

- In the case of goods supplied but not manufactured by us our liability should be limited to such rights as we may have against our supplier and/or the manufacturer.

- The re-test date stated on the Test Certificate supplied at the time of installation shall not have passed without a re-test by a competent person, acceptable to us.
- Payment for the goods and all services have been made within the agreed terms and provisions.

CLAUSE 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.

However, we will not accept responsibility for loss or damage to our materials on site for any reason whatever unless such loss or damage occurs whilst we ourselves are physically handling the goods on site.

CLAUSE 17. TITLE OF GOODS

- Title to *{the Goods}* shall remain vested in *{Steadfast (Anglia) Ltd}* and shall not pass to *{the Buyer}* until the purchase price for *{the Goods}* has been paid in full and received by *{Steadfast (Anglia) Ltd}*. Until title to *{the Goods}* passes:
 - {Steadfast (Anglia) Ltd}* shall have authority to retake, sell or otherwise deal with and/or dispose of all or any part of *{the Goods}*;
 - {Steadfast (Anglia) Ltd}* and its agents and employees shall be entitled at any time and without the need to give notice enter upon any property upon which *{the Goods}* or any part are stored, or upon which *{Steadfast (Anglia) Ltd}* reasonably believes them to be kept;
 - {the Buyer}* shall store or mark *{the Goods}* in a manner reasonably satisfactory to *{Steadfast (Anglia) Ltd}* indicating that title to *{the Goods}* remains vested in *{Steadfast (Anglia) Ltd}*; and
 - {the Buyer}* shall insure *{the Goods}* to their full replacement value, and arrange for *{Steadfast (Anglia) Ltd}* to be noted on the policy of insurance as the loss payee.
- Irrespective of whether title to *{the Goods}* remains vested in *{Steadfast (Anglia) Ltd}*, risk in *{the Goods}* shall pass to *{the Buyer}* upon delivery

CLAUSE 18. LOSS OR DAMAGE IN TRANSIT

We are not to be under any liability to replace or repair goods lost or damaged in transit unless written notice shall have been given both to the carrier and to us, in the case of non-delivery within ten days of date of despatch as indicated on our advice note and in the case of damage or shortage within three days of receipt.

WHERE FIXING FORMS PART OF AN ESTIMATE OR TENDER THE FOLLOWING CLAUSES ALSO APPLY:

CLAUSE 19. SERVICES INCLUDED

Our price includes for carrying out the following operations:

- Provision of all eyebolts, anchorages and other products as detailed in our estimate.
- Drilling for and fixing all eyebolts and anchorages. Where the drilling of reinforced concrete has to be undertaken we will accept no cost for abortive work due to the presence of steel reinforcement. We shall require to negotiate a rate for the special equipment used and/or the additional time involved.
- Load testing of anchorage and bolt and provision of Test Certificate.

CLAUSE 20. SERVICES REQUIRED

It is a condition of any sub-contract awarded to us that unless otherwise expressly stated, the main contractor will accept full responsibility, free of charge to us, for the items listed in our estimate, and for which no allowance has been made in our price.

CLAUSE 21. WORKPLACE REGULATIONS

Our price is based on the understanding that provision on site will be made free of charge to us of all equipment and facilities to enable us to comply with the Workplace (Health, Safety & welfare) Regulation 1992 and any other relevant statutory provisions and all regulations, orders, by-laws and other provisions and any modifications of the same, or any of them for the time being in force.

CLAUSE 22. PROGRAMME OF WORK

A complete programme of site work must be agreed as soon as possible after the placing of the order. Any change to this programme must be agreed and we will require fourteen days' clear notice before we commence fixing. If the customer does not comply with an agreed programme we shall be entitled to be paid extra costs arising as a result thereof.

CLAUSE 23. CLEAR SITE

Our price is based on the understanding that a clear site with adequate working space will be given and that working conditions and facilities will allow any agreed phase of work to be completed in one operation in normal working hours. If these conditions are not met you will be charged extra.

CLAUSE 24. HOURS OF WORKING

Our normal hours of working are 7-30am – 5pm Monday – Friday. Outside normal hours of working are 5pm – 7-30am Monday – Friday and all day Saturday and Sunday.

CLAUSE 25. DELAYS BY OTHER TRADES

No allowance has been made in our tender for delays caused by other trades and lost time will be charged at our day work rate.

CLAUSE 26. SUPERVISION

We can accept no responsibility for works carried out otherwise than under our direct supervision or for damage caused to our products by other building operations.

CLAUSE 27. WORK OF PRECEDING TRADES

Our price is based on the understanding that a clear site with adequate working space will be given and that working conditions and facilities will allow any agreed phase of work to be completed in one operation in normal working hours. If these conditions are not met, additional charges will be made.

CLAUSE 28. HIDDEN OBSTRUCTIONS

The execution of our work shall be upon the basis that our client has disclosed to us all obstructions, cables, ducts, pipe work etc. that may reasonably be expected to be found at our nominated fixing positions. No liability will be accepted by the company for damage caused by its operatives to any such, or other obstructions unless their locations have been disclosed to us in writing. Where obstructions are found which have not been disclosed to us at the time of tendering we reserve the right to modify our fixing methods, locations and prices accordingly.

CLAUSE 29. TERMINATION OF BUYERS BANKRUPTCY

If the buyer commits an act of bankruptcy or makes an arrangement with his creditors or being a company enters into liquidation whether voluntary or otherwise for the purpose of amalgamation or reconstruction or suffers any execution whether legal or equitable, to be levied upon his property or obtained against him, then we may without prejudice to any other rights or remedies by written notice forthwith determine this contract and we shall have the right to recover or to deduct from or set off against any such amount, the amount of damage suffered and/or loss and expense incurred by us by reason of the determination of this contract under this clause.

CLAUSE 30.

In accordance with our standard practice, we point out that, until an order is placed with us, based upon any Tender/Estimate/Quotation, no liability will be accepted to the addressee or any other person, nor shall any specification, design or other technical criteria be used or relied upon by any other person.