



TERMS AND CONDITIONS OF TRADE APPLICABLE TO ALL TRANSACTIONS

1. Application of Conditions

All quotations and contracts are subject to this and the following conditions. Any qualification or variation in the Customer's order or acceptance or otherwise shall be excluded unless expressly agreed by the Company in writing. Commencement of any work or of any deliveries pursuant to a quotation from the Company shall in the absence of any written acceptance be deemed as unconditional acceptance by the Customer of these conditions.

2. Credit Terms

- (a) All accounts shall be paid without retention not later than the last day of the month immediately following the month of the date of the invoice whether goods are to be supplied or work is to be done to the satisfaction of third parties or otherwise.
- (b) Notwithstanding paragraph (a) of this clause the right to demand payment at any time is reserved.
- (c) The accounts are subject to satisfactory trade references and/or cash payment with order.
- (d) The Customer shall not without the written agreement of the Company be entitled to deduct or set off from any money due pursuant hereto any claim for loss or expense alleged to have been incurred by the Customer by reason of any breach or failure to observe the provisions of this or any other contract by the Company and the Customer expressly waives any common law right of set off to which he may be entitled.

3. Force Majeure

The Company shall not be liable for any loss or damage caused by non-performance or by delay in the performance of any of its obligations to the Customer due to act of God, wars, civil disturbance, government action, strike, lock out or trade dispute (whether involving its own employees or those of any other person) difficulties in obtaining materials, breakdown in machinery, fire or accident or any other causes whatsoever beyond the control of the Company. Should any such event occur the Company reserves the right to cancel or suspend the contract with the Customer without incurring any liability for loss or damage thereby occasioned.

4. Retention of title

- (a) Risk in the goods shall pass to the Customer on delivery.
- (b) Unless otherwise agreed the property and title to any goods supplied and full legal and beneficial ownership thereof shall remain in the Company until the Customer has effected full payment for such goods.
- (c) Until property and title pass: (i) the Customer shall as baillee for the Company keep the goods separately stored and identified in good condition. (ii) the Company shall be entitled without prejudice to any other remedies to repossess the goods at the cost of the Customer and for that purpose to enter any premises of the Customer.

5. Supply of brand material

- (a) Where the Company is required to supply named, branded or patent materials (or materials purchased from nominated or known suppliers) no warranty express or implied statutory or otherwise is given as to the quality or suitability for their purpose of the materials so supplied or purchased.
- (b) Where the Company is required to purchase materials from nominated suppliers or to place contracts with nominated sub-contractors who impose limitations upon their Company's liability for materials or work done by them the Company's own liability in respect of these materials or work shall in no case exceed the limited liability assumed by the suppliers or sub-contractors concerned.

6. Delivery dates

Delivery dates and completion dates and delivery promises are made in good faith but the Company cannot be held responsible for any loss whatsoever arising from delays.

7. Liability for breach of warranty

- (a) No warranties implied by law shall apply unless products are installed in accordance with the manufacturer's recommendations and are used under normal and reasonable conditions.
- (b) In relation to any claim by the Customer that goods have been supplied in breach of warranty or condition or express or implied statutory or otherwise the maximum liability of the Company shall be to replace the defective goods or to provide a credit note in respect thereof and in no circumstances may the Company be made liable for loss of profits or other consequential loss of any kind.

8. Delivery

Where the Company agrees to deliver goods the Customer shall at his own expense be responsible for the unloading of all materials by hand which shall be completed without delay.

WHERE THE COMPANY AGREES TO PERFORM WORK IN ADDITION TO THE SUPPLY OF GOODS

9. Preparatory work

It is the Customer's responsibility to perform to the satisfaction of the Company all necessary work in accordance with and to the standards specified by any relevant BSI code of practice Agreement Certificate or manufacturer's recommendations.

10. Compliance with statutory requirements

The Customer shall ensure that the use to which the Company's products are put and the storage of the Company's products and of old materials removed from site, on any public highway does not contravene any local or national laws, bylaws or regulations or planning consents for the time being in force and the Customer will indemnify the Company against any such contraventions.

11. Services and facilities to be provided by the Customer

The following attendances and services shall be provided by the Customer without charge to the Company unless specifically provided otherwise for the tender:

- (a) Facilities for plant and materials to be sited on hard standing adjacent and convenient to the work and hard road access provided thereto.
- (b) Provision and erection of all necessary scaffolding ladders hoisting equipment staging protective measures to roof openings and edges and welfare facilities as required under or by virtue of the provisions of any enactment or statutory regulations.
- (c) All Builders work and preparatory work required in connection with the Company's work whatever trade applies.
- (d) The provision of electric power, artificial lighting and ventilation as necessary and a protected storage area for liquid gas containers in conformity with the current building regulations covering safety, health and welfare requirements.
- (e) Proper protection from damage by whatever cause and theft of all materials supplied by the Company both before and after work is carried out.

12. Liability for own workmanship

The Customer accepts that the Company's liability for defects if any is limited to those of its own workmanship which will be made good free of charge and acknowledges that no liability is accepted by the Company for hidden site defects.

13. Liability for injury and damage etc

Except in the case of negligence by the Company and/or its employees the Customer accepts responsibility for and agrees to indemnify the Company and/or its employees and/or its sub-contractors from and against any damage, loss, injury or claim suffered by the Company and/or its employees and/or its subcontractors out of:

- (a) any accident howsoever occurring on the site
- (b) all claims in respect of injury to persons
- (c) any loss or damage to property
- (d) any accidents detrimental to the user of premises of the Customer or any other person
- (e) any cause whether directly or indirectly attributable to the installation of the Company's products whether arising out of accident or negligence or any other cause.

14. Exclusion of liability for structural and similar matters

The Company does not accept any responsibility in relation to structural matters or in an advisory capacity. Accordingly:

- (a) the Customer accepts that the Company's employees or operatives are not qualified surveyors and therefore they shall not be in relation to roofing contracts responsible for evaluating the significance of any woodwork rot which may be present in the roof structure. The Customer may have the roof professionally surveyed at any time and shall in any event be responsible for rectifying all such woodwork rot and for the consequences for failure to do so.
- (b) the Customer accepts responsibility for any remedial work found to be necessary on removal of existing materials which could not reasonably be observed at the time of the quotation and which is required before continuation of the works for ensuring adequate protection against the elements whilst such remedial work is carried out and for any delay or other consequences arising therefrom and for all the consequences of failure to carry out such work. The Company shall not be bound to undertake such work but in the event of it doing so its proper charges shall be met by the Customer.
- (c) in any case where the contract requires the Company to remove existing material and to replace it with new material the Customer shall at his own expense: (i) accept that in the absence of negligence by the Company or its employees or its sub-contractors the Company is not responsible for any damage to the internal or external fabric of the building to decorations or to the contents of the building however caused or for consequential loss arising therefrom. (ii) accepts that unless the Company shall otherwise agree in writing the Customer shall be responsible for removing the old materials from the site and for clearing the site. (iii) accepts responsibility for any structural remedial work found to be necessary on removal of existing materials which could not reasonably be foreseen at the time of the quotation and for all the consequences of failure to carry out such work. The Company shall not be bound to undertake such work but in the event of it doing so its proper charges shall be met by the Customer.