

TERMS & CONDITIONS OF SALE (REV 3, SEPT 2017)



1. QUOTATIONS: Prices are valid for 30 days unless stated otherwise. The quotation will be priced as a package in its entirety. Any reduction in this or taking of single, or certain items from this, will result in this quotation becoming invalid for acceptance under contract law.

2. ORDERS: All orders and contracts placed with the Company shall be accepted and executed solely in accordance with the conditions set out below whether or not the Buyers conditions or purchase order or acceptance purports to disclaim or negate any of the following conditions. No variations or additions to these terms & conditions of sale will be recognised by the Company unless specifically accepted and confirmed in writing by a Director of the Company.

3. PRICE FLUCTUATIONS: (A) Unless otherwise stated our quoted prices are based on the costs ruling at the date of the quotation. Increased costs will be charged on the basis of the NEDO formula applying a base date of one month prior to the date of the quotation. (B) Prices may be fixed to a delivery date if this is detailed in our quotation. Should any work be carried out after that date then increased costs shall be charged on the basis of the NEDO formula applying a base date of one month prior to the date stated on the quotation.

4. WORK FOR OTHER TRADES: We have not included for any work allied to other trades, bricklaying, concreting, grouting, carpentry or electrics etc.

5. DELIVERY: (A) The Company will not be responsible for non delivery or for any delay in delivery or for any loss or damage whatsoever caused directly or indirectly by reason of fire or breakdown at the Company's own premises or that of its suppliers, Act of God, war, strikes, lock-outs, labour disturbance, restriction or ban on overtime, transport delays or difficulties, shortages of raw materials or tools or by any other circumstances outside the Company's control. In such cases the Company may suspend orders or withdraw quotations. Goods ordered will be despatched on the quoted delivery date whenever possible, however dates of delivery cannot be guaranteed and under no circumstances shall the Company be liable for any consequential loss or damage arising from delay in delivery or by any failure to deliver. Any time for delivery mentioned within a quotation shall date from the receipt by the Company of the Buyers acceptance and written order to proceed and/or of all the information drawings and complete specifications needed to complete the order. In particular but without prejudice to the generality of the foregoing forward delivery dates are given in good faith. Delivery shall be affected and the risk shall pass to the Buyer or his authorised agent or any person who the person effecting delivery reasonably assumes to be so authorised or in the event of delivery being undertaken by an independent contractor, when the goods shall be handed over to the independent contractor or his authorised agent.

(B) At the time of quotation our lead time from order to site readiness will be to suit your reasonable requirements. Any specific delivery performance requirements must be agreed by both parties at the time of acceptance of order.

(C) It has been assumed that provision will be in place for the off-loading of materials on site by the main contractor (forklift or telescopic truck) and this will be provided FOC for the completion of the contracted works.

6. ERECTION / SITE WORK:

(i) James Engineering makes allowance for a working supervisor on site at all times. Should a full time non-working supervisor or site manager be required this shall be charged for at additional cost.

(ii) All lines / levels and datum's are to be provided and clearly marked by the main contractor/client.

(iii) We will require a suitable 110 volt power supply & 415v power supply (if required) within 5 metres of the work area for our installation purposes.

(iv) The work area is to have clear and reasonable access and be free from debris.

(v) All work to be carried out during normal working hours without interruption from other trades. Work to be carried out in a continuous visit(s).

(vi) We will supply access equipment for our installation purposes, standing scaffold and task specific crash decks if required, are to be by the main contractor, at no cost to James Engineering.

(vii) James Engineering will undertake all lifts on a contract hire basis.

7. SITE FACILITIES AND ATTENDANCES

(i) All welfare facilities to be provided by main contractor/client.

(ii) Abortive visits will be charged at the rate of £384.00 per man per day or part thereof to cover labour. All plant/machinery, travel and lodgings will be charged at cost +15%.

(iii) Dayworks – Charge per man hour £32.00; plant, materials, lodge & subsistence, hire = Cost +15%.

8. CLAIMS FOR DEFECT/LIQUIDATED DAMAGES:

(A) All reasonable care will be taken by the Company to ensure that goods, equipment and services conform to the Company's standards or to the appropriate specification within the limits of reasonable commercial accuracy and tolerances and are of good materials and workmanship. The Company will only accept responsibility if: -

(1) The goods have not been overloaded nor been misused.

(2) No dismantling or repairs have been made to the goods otherwise than by the Company or its authorised agents.

The Company will not accept any liability whatsoever for consequential loss or damage, which may in any way arise out of goods equipment or services supplied or any defects in them. Notwithstanding anything hereinbefore contained, the Company receives no claim in respect of any defect within seven days of delivery.

B) In addition to any other rights the Buyer may have and provided there is no contravention of sub clauses (1) and (2) above the Company shall at its discretion repair or replace the said goods free of charge to the Buyer apart from the cost of the goods being returned to the Company which shall be the liability of the Buyer if returned to the Company within twelve months of the date of the delivery note for the goods.

(C) Liquidated and ascertained damages will be only be accepted to a 10% proportion of the values of our works and capped at a maximum value of £15,000.00.

9. INDEMNIFY AND RISK: The Buyer shall indemnify the Company against all claims in respect of any loss, injury or damage sustained by a third party howsoever caused after receipt of goods or services by the Buyer or after the property has passed from the Company whichever is the earlier.

10. PAYMENT FOR GOODS AND SERVICES: (A) All prices are net of VAT which will be applied at the standard rate. (B) Prices are net for payment 30 days from invoice. (C) In the event of the payment becoming overdue the Company reserves the right to charge interest on the invoice price or the balance from time to time outstanding at the compound rate of 8% over Bank of England base rate from time to time per calendar month calculated on a daily rate from time to time until final payment. If so required by us we are to be paid by the customer as the work proceeds monthly interim payments. Interim payments shall include the total value of the work done, materials supplied and any other sums arising from the operation of these Terms & Conditions of Sale up to the last day each month.

11. VALUE ADDED TAX: Value Added Tax is to be charged at the appropriate rate whether the same is shown or not on our quotation.

12. SPECIFICATION BY THE BUYER: The Buyer shall indemnify and keep indemnified the Company against all claims costs, damages and expenses incurred by or for which the Company may become liable as a result of the carrying out of any work required to be done on or to the goods in accordance with the requirements of specifications of the Buyer.

13. DEFAULT: If the Buyer makes default in any payment or commits any breach of the terms and conditions of the order or agreement or suffers distress or execution or becomes insolvent or commits any act of bankruptcy or enters into any arrangement or composition with his creditors or goes or is put into liquidation (other than solely for amalgamation or reconstruction) or if a Receiver is appointed over any part of the Buyers business, the Company may without prejudice to any rights which may have accrued or that may accrue to it at its option inter alia.

(i) Require payment in advance for all or any deliveries or

(ii) Suspend any further deliveries until such default or breach is rectified or

(iii) Cancel the order and/or

(iv) Cancel or procure cancellations of any other orders which the Buyer has placed with the Company so far as any goods remain to be delivered thereunder.

(v) Refuse to execute any order or agreement.

14. LICENCE AND CONSENTS: If any licence or consent of any Government or other authority shall be required for the purchase or importation of the goods by the Buyer the Buyer shall obtain the same at its own expense and if necessary or so required provide evidence of the same to the Company on demand.

15. TITLE:

(i) Notwithstanding delivery and the passing of risk the property in the goods supplied to the Buyer shall remain with the Company and shall not pass to the Buyer until the amount due under the contract for them has been paid in full. Title in materials on site or work installed shall remain with us until such time as the customer has paid them for in full.

(ii) Until title passes the Buyer shall hold the goods as bailee for the Company and shall store or mark the goods so that they can at all times be identified as the property of the Company.

(iii) The Company shall be entitled at any time before title passes to repossess and dismantle without being liable for any damage caused by so doing and use or sell all or any of the goods and so terminate (without any liability to the Buyer) the Buyers right to use or sell or otherwise deal in them and for these purposes to enter any premises of the Buyer.

(iv) The Company shall be entitled to maintain an action for the price of any goods notwithstanding that title in them has not passed to the Buyer

(v) Risk on the goods passes when they are delivered to the Buyer.

(vi) If the Buyer fails to take delivery of the goods or any part of them on the due date and fails to provide any instructions, documents, licences or authorisations required to enable the goods to be delivered on the due date the Company shall be entitled upon giving written notice to the Buyer to store or arrange for the storage of the goods upon which risk in the goods shall pass to the Buyer and delivery shall have been deemed to have taken place and the Buyer shall have to pay to the Company all costs and expenses including storage and insurance charges arising from its failure.

(vii) All items will remain the property of James Engineering until paid in full. The right to removed said items if payment is not received within reasonable time limits is retained, notwithstanding that such items have been incorporated into the main works.

16. LAW: The contract shall in all respects be construed and operate as an English contract and in accordance with the laws of England.

17. RETENTION: Option 1: Release dates will be 1/3rd upon practical completion of our contracted works, 1/3rd 12 months from completion of our contracted works and 1/3rd 24 months from completion of our works.

- Option 2: Release dates will be 50% upon practical completion of the main contracted works and 50% 12 months hence.

In the event of retention being agreed any such retention to be held in fiduciary trust.

18. NOTICES: Any notice required to be given hereunder in writing shall be deemed to have been duly given if sent by pre-paid first class post, telex, fax or email addressed to the party concerned at its principal place or business or last known address.