

1. OFFER AND ACCEPTANCE

1.1 All quotations are made and orders accepted strictly subject to these terms and conditions. All other terms and conditions are excluded from any agreement unless expressly accepted in writing by Howells Patent Glazing Limited, Triton Works, Woods Lane, Cradley Heath, B64 7AN.

1.2 Quotations will remain open for a period of 6 weeks from the date of their submission.

2. PRICES

2.1 Unless expressly stated elsewhere in the quotation, all prices etc. quoted are based upon the cost of labour, materials etc. prevailing at the date of the quotation. The company reserves the right to the recovery of all increases in costs incurred therefrom.

2.2 Prices quoted are exclusive of Value Added Tax. Value Added Tax will be added to each invoice at the rate current at the date of invoice.

2.3 The company reserves the right to remeasure its work irrespective of whether its basis is "drawings and specification" or "bills of quantities" provided by the customer.

2.4 The company reserves the right to adjust quoted prices in the event of significant variation in quantities.

3. INFORMATION

3.1 The company shall not be liable for the accuracy of any information provided by the customer, nor for any defects arising out of incorrect drawings, specifications, calculations, dimensions or instructions etc. so provided.

3.2 All drawings, specifications and any other information supplied by the company are supplied on the express understanding that copyright is reserved by the company. Such information shall not be used by the customer in any way except in connection with the contract for which it was issued.

3.3 The customer shall indemnify the company from and against all actions which may arise due to the provision of the works in accordance with the information provided by the customer where it is alleged that such information infringes a patent, registered design, copyright or other exclusive right.

3.4 Rooflight to be delivered to the company/invoice address as shown on page 1 of this quote, unless stated before your approval of the order (charges may apply – early drops charged as extra). Any time or date for delivery named by us is an estimate only and we shall not be liable for the consequences of any delays due to labour disturbances, shortages of materials, breakdown of machinery or any other cause beyond our control. Further terms & conditions are available upon request.

3.5 All illustrations/drawings accompanying our quotations or contained within our quotes and price lists are approximate representations only and are not binding in detail unless stated to be so in our quotation or final approval for your written confirmation based on your stated sizes.

3.6 Agreed deposit to be paid within 10 working days of your written approval of the order, and remaining funds cleared before delivery. Alternatively, a 30-day account may be available upon request. If order is cancelled, for whatever reason, this is non-refundable and relates of up to 20% of the order value.

3.7 We will confirm delivery date of materials on written receipt of your order. Manufacturing will commence when your deposit is received, or a 30 day account has been agreed and does not exceed the credit account agreed.

3.8 Manufacturing period will be approximately 8 to 10 weeks from order, or approval of our drawings.

3.9 Prices are fixed for 60 days from quotation.

3.9.1 Prices are fixed 60 days from acceptance of your written order. Delivery to be made within that timeframe. If delivery date is extended beyond 60 days we reserve the right to charge storage at £ 100 + vat per week

3.9.2 Our price does not include Structural Engineer's Calculations, Steelwork, Electrical works, Builders' work, Excavation of floor closer boxes, Trims and Flashings, Trickle Ventilation, Specialist Glass Coatings or Manifestation unless specified.

4. GENERAL AND SPECIAL ATTENDANCE

The following shall be provided by the customer free of charge to the company:-

- 4.1 Suitable clear access to site and working areas from the agreed commencement date.
- 4.2 Adequate space for the safe and secure storage of materials and plants.
- 4.3 Use of welfare facilities and sanitary accommodation.
- 4.4 Hoisting materials as required by HPG Ltd.
- 4.5 All scaffolding and other equipment necessary for access and safety purposes to comply with the current Health and Safety Legislation.
- 4.6 Supply of electricity for lighting and power to the required voltage with socket outlets adjacent to working areas.
- 4.7 Clearance from the site of all rubbish arising from the contract works.
- 4.8 Protection of all completed and uncompleted works from damage by preceding and /or following trades or any other occurrence.
- 4.9 General requirements for Installations by others: Prepared openings, hoisting facilities, structural supports, scaffolding suitable for the works to be carried out safely, secure storage area, skips for redundant Materials, electrical power supply (110 Volt 15 Amp), wiring of electric motors and welfare facilities, and lead flashings as required.

5. MATERIALS

Glass: All glazing is supplied in accordance with the Glass and Glazing Federation Guidelines. Please be aware, that some minor imperfections (scratches, chips marks or abrasions, lamination imperfections/contaminants or 'tricks of the light etc.) are considered acceptable. A copy of the guidelines and our statement of conformity can be supplied upon request.

Nickel Sulphide Inclusion is a naturally occurring phenomenon in glass that when toughened and in very rare circumstances can cause the pane to spontaneously explode. This is not covered under our standard warranty, however, can be avoided by Heat Soak Testing the glass which would be an optional extra, cost available on request. Although this process will eradicate failures caused by Nickel Sulphate inclusions, there may still be other impurities within the glass that could cause failure, however, these failures are extremely rare and impossible to guarantee against.

Fittings: Will be stainless steel, PPC, satin anodised or galvanised finish as quoted.

Finish: Polyester powder coated from the RAL colour range, one colour, standard finish only. Alternative finishes such as Metallic and Dual Colours are extra.

6.. STATUTORY NOTICES

6.1 The customer shall ensure that all notices are given and all permissions sought and granted to satisfy the requirements of Statutory Bodies or Local Authorities and the like.

6.2 The customer shall indemnify the company from and against all actions arising out of failure to comply with such requirements and shall be liable for any costs incurred by the company.

7. PROGRAMME

7.1 Work is to be carried out during normal working hours in a single continuous visit. The customer will be charged with any costs incurred where for reasons beyond the control of the company, overtime or extra visits prove necessary.

7.2 If the commencement, progress or completion of the works is materially affected by any act, omission or default of the customer, his servants, agents, other sub-contractors, or his client then any costs so incurred by the company will be charged to the customer.

8. PRACTICAL COMPLETION

8.1 Upon practical completion of the contract works the company shall confirm in writing to the customer the date of practical completion which will apply so far as any warranties, liability for defects and payments are concerned.

9. VARIATIONS

9.1 "Variations" shall generally be defined in Clause 1.3 of the Domestic Subcontract Conditions of DOM1.(DOM 1)

9.2 No work shall be omitted from the contract by the customer following acceptance of a quotation if that omission is with the intention of placing the work with others.

9.3 All variations shall be issued in writing by the customer. If the customer issues verbal instructions, the company will confirm receipt of them in writing, whereupon they shall be deemed to constitute accepted variations to the contract.

9.4 Variations will be priced generally in the manner set out in clause 17.3 "Variation Rules" of DOM1.

9.5 Variations, as defined above, will entitle the company to adjust any period for commitment accordingly.

10. PAYMENT

10.1 The company shall make written applications for payment at intervals not exceeding one month. The first application for payment will be no later than one month following commencement on-site or, if so agreed, after the commencement of off-site works. Payments shall be made not later than 28 days from the date of submission of each application for payment.

10.2 Applications for payment shall comprise the total value of all works executed in accordance with this contract (including all variations as described), increased costs and all other sums payable under other provisions of the contract, all goods and/or materials delivered to site for use in the works.

10.3 Where goods and/or materials have been purchased or produced specifically for the contract but cannot be delivered to the site for reasons beyond the control of the company, the value of such goods and/or materials shall be included in interim applications for payment as described in Clause 9.1.

10.4 The company shall submit the final account upon practical completion of the contract works as described in Clause 7. Payment shall be made no later than 28 days from the date of submission of the final account.

10.5 If the customer fails to make any payment by the latest due date, the company reserves the right, subject to giving 7 days written notice, to suspend work on the contract and shall be entitled to interest from the date of the notice, on the balance of all outstanding monies at the rate of 4% per month (or part of a month) above the base rate of the companies bank, current at the date(s) when payments became due.

11. TITLE TO GOODS AND MATERIALS

11.1 All goods and materials shall remain the property of the company until the company shall have received payment in full in accordance with its application(s) for payment. Notwithstanding that the materials have been incorporated in the works, the company shall have the absolute right to recover such payments where payment has not been received in full.

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12. DEFECTS LIABILITY

12.1 In the event of any defects in the contract works, proven to the satisfaction of the company to be due to the faulty material, equipment supplied or workmanship on the part of the company, such defects will be rectified by the company without charge, provided that the customer shall have given the company written notice of the defect within 6 months (or any other agreed period) after practical completion of the works.

12.2 The company gives no warranty of fitness of/for purpose in respect of goods, equipment or materials which have been specified by persons other than the company.

13. LOSS, DAMAGE OR INJURY

13.1 The customer shall be liable for the replacement costs of any materials, whether or not properly incorporated in the works, or that have been damaged, stolen, lost or destroyed by any person(s) or cause whatsoever than by the company.

13.2 Save where the company is proved to have failed to have exercised reasonable care in the performance of the contract and such failure results in death or injury, the company shall not be held liable in respect of claims arising by reason of death or personal injury in connection with the contract.

13.3 Any liability for negligence or breach of statutory or other legal duties by the company will only be accepted by the company where such negligence or breach of duty is directly connected to the performance of the contract.

13.4 The company shall not be liable, under any circumstances, for consequential loss, loss of profit or damage to property.

14. BANKRUPTCY, INSOLVENCY ETC...

14.1 If the customer shall become bankrupt, insolvent, compound with creditors or in the event of a resolution being passed or proceedings commenced for the liquidation of the customer (other than a voluntary winding up for the purpose of reconstruction or amalgamation) or if a receiver or manager is appointed for all or part of its assets or undertaking, the company shall be entitled to cancel the contract in whole or in part by notice in writing without prejudice to any right or remedy accruing to the company.

15. ARBITRATION

15.1 In the event of any dispute or difference between the customer and the company whether arising during the execution, after the completion, abandonment or cancellation of the works in regard to any matter or thing of whatsoever nature arising out of the contract or in connection therewith, then either party shall give to the other, notice in writing of such dispute or difference. All such disputes or differences shall be referred to Arbitration and the final decision of a person to be agreed between parties or failing such agreement, within 14 days of either party giving the other a written request to concur in the appointment of an Arbitrator, a person to be appointed on the request of either party by the president for the time being of the Royal Institution of Chartered Surveyors

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Terms 2023