

## STANDARD TERMS AND CONDITIONS OF SALE

### 1. DEFINITIONS

In these Conditions the following words shall have the following meanings (unless the context otherwise requires):-

- “Company”** means Varley and Gulliver Ltd;
- “Contract”** means the contract for the sale of Goods between the Company and the Customer to which these Conditions apply;
- “Customer”** means the person, firm or company who has placed an order for Goods from the Company;
- “Delivery Point”** means the Company’s trading address from time to time or such other address as the Company may specify to the Customer in advance;
- “General Conditions”** means the standard terms and conditions of sale set out in this document and (unless the context requires otherwise) includes any special terms and conditions agreed in writing between the Customer and the Company;
- “Goods”** means all goods and/or Services and associated documentation to be supplied under the Contract to the Customer by the Company;
- “Site”** means the premises of the Company as specified in the order acknowledgment issued by the Company to the Customer; and
- “Programme”** means the agreed period from the commencement date to the completion date of the subcontract works.

### 2. GENERAL

- 2.1 Any quotation is not an offer. All orders by the Customer for the Goods ("**Orders**") if accepted will be accepted subject to these General Conditions. All other terms conditions or warranties whatsoever are excluded from the Contract or any variation thereof unless expressly accepted by the Company in writing (order acknowledgements do not constitute such acceptance). In particular, in no circumstances will any conditions of purchase submitted at any time by the Customer be applied to this or any other Contract and any failure by the Company to challenge any such conditions of purchase does not imply acceptance of those conditions of purchase.
- 2.2 If, subsequent to this contract, any Contract for sale is concluded with the same Customer by letter, email, fax, telegram, teleprinter, telex or orally, or by any combination of these, without express reference to these General Conditions, it shall be a term of such a Contract that these General Conditions of sale apply to such Contract.
- 2.3 Quotations shall be available for acceptance by the Customer for a maximum of ninety [90] days from the date of issue by the Company and may be withdrawn by the Company by written or oral notice to the Customer at any time prior to acceptance of the Order by the Company.
- 2.4 Any statement or representation by the Company its servants or agents upon which the Customer wishes to rely must be set out in writing. Any statement or representation which is not so confirmed in writing is followed or acted upon entirely at the Customer’s own risk. For the avoidance of doubt illustrations, weights, measures, performance capabilities, application suitability information and other data set out in the sales literature of the Company are statements of opinion and are provided for information only and form no part of the Contract.

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- 2.5 Verbal, telephone, telex and telegraphic or tele-message Orders will be executed at the Customer's risk only and must be confirmed in writing and received by the Company within 72 hours.
- 2.6 The Contract is between the Company and the Customer as principals; neither the benefit nor the burden is assignable by the Customer without the Company's prior consent in writing; the Contract may be assigned or sub-contracted by the Company.
- 2.7 No Order, or part thereof, which has been accepted by the Company may be cancelled by the Customer except with the agreement in writing of the Company and the Customer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.
- 2.8 It is the Company's policy to obtain credit insurance cover on all accounts; if the Company is unable to obtain such cover, or the existing cover is reduced or withdrawn, the Company reserves the right to request alternative payment terms.
- 2.9 The Company shall be entitled to cancel an Order at any time by serving notice in writing on the Customer if it does not receive, on request, satisfactory (in the Company's sole opinion) credit references in relation to the Customer. If the Company cancels an Order pursuant to this Clause it shall have no liability whatsoever for any liabilities, losses, damages, costs or expenses whatsoever incurred, suffered or paid by the Customer as a result of or in connection with such cancellation.
- 2.10 No allowance has been made for:
- (a) Retention monies or Customer discounts unless otherwise stated.
  - (b) Performance bond or Parent Company Guarantee.
  - (c) The use of restricted access plant, small loads, re-handling of material, or other special transport requirements due to inadequate access to the works areas.
  - (d) A fixed price greater than thirty [30] days of the quotation date, unless otherwise stated.
  - (e) Site surveys or 'as built' surveys.
  - (f) Grouting to post base plates unless otherwise stated.

### 3. PRICES

- 3.1 In the supply of Goods :
- (a) unless specific prices have been expressly agreed by the Company in a quotation or other written document provided to the Customer by the Company, the price payable by the Customer shall be the price stated in the Company's published price list at the date of dispatch of each delivery.
  - (b) Prices do not include the price of delivery or of any import or customs duties or any other applicable taxes unless otherwise stated in writing by the Company and such taxes and duties shall be payable in addition to the Price.

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- 3.2 The Company reserves the right at any time prior to delivery, to increase the price of the Goods to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (including but not limited to, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or any other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions.
- 3.3 All prices are subject to the addition of VAT (or other applicable sales tax).
- 3.4 All quantities within the quotation are subject to re-measurement upon completion of the works and will be quantified in accordance with the Highways Agency Standard Method of Measurement.

### 4. PAYMENT

- 4.1 Subject to Clause 4.2 below, payment of the price for the Goods is due in Pounds Sterling in cash or cleared funds by the end of the month following the month of delivery of the Goods unless otherwise agreed in writing (including without limitation where alternative payment terms are stated on any quotation or order confirmation provided to the Customer by the Company).
- 4.2 If the Customer wrongfully fails to take delivery of the Goods the Company shall be entitled to invoice the Customer for the price at any time after the Company has tendered delivery of the Goods.
- 4.3 No payment shall be deemed to have been received until the Company has received cleared funds.
- 4.4 In the event of default in payment by the Customer, the Company shall be entitled (without prejudice to any other right or remedy it may have under these Conditions or otherwise) to charge interest on a daily basis (after as well as before judgment) on any amount outstanding at the rate of eight percent (8%) above the base rate of the Bank of England from time to time.
- 4.5 In the event of any dispute, the Customer shall not be entitled to withhold payment of the price of the Goods or any agreed payments or to any right of set-off, deduction, counterclaim, abatement or otherwise against any payment due to the Company under any Contract.
- 4.6 In respect of Goods sold for export, unless otherwise agreed in writing, payment should be made by irrevocable letter of credit confirmed with a clearing bank approved by the Company.
- 4.7 Time for payment shall be of the essence of the Contract.
- 4.8 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.

### 5. DELIVERY

- 5.1 Unless otherwise agreed in writing by the Company, delivery shall be deemed to take place when the Goods are made available by the Company at the Delivery Point, for collection by the Customer or its carrier at the Company's premises ("**Delivery**").
- 5.2 Any and all dates and periods specified by the Company for delivery and manufacture are estimates only and do not constitute fixed times for delivery. Delivery shall not be of the essence of the Contract and shall not be made

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of the essence by notice. The Customer shall have no liability for any damages, losses, costs or expenses whatsoever or in connection with the failure by the Company to meet any delivery times specified in the Order and shall have no right to cancel an order for a failure to meet any such date.

- 5.3 The Company will endeavour to comply with any reasonable request by the Customer for postponement of delivery but shall be under no obligation to do so and the Customer is obliged to take delivery at such date and time as specified by the Company. Where postponement is agreed by the Company in writing the Customer shall, if required, pay all costs and expenses including a reasonable charge for storage occasioned thereby and any costs incurred by the Company in relation to any insurance payments reasonably made by it. The Company reserves the right to deliver the Goods to the Customer in instalments. Where the Goods are delivered in instalments, each Delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.
- 5.4 The date for Delivery shall in every case be dependent upon prompt receipt of all necessary information, final instructions or approvals from the Customer.
- 5.5 If the Customer is ordering Goods for delivery outside of the country of manufacture by the Company, such Goods may be subject to import duties and taxes which are levied when the Goods reach the specified destination. The Customer will be responsible for payment of such import duties and taxes. The Customer will comply with all laws and regulations of the country for which the Goods are destined and the Company will not be liable for any breach of those laws.
- 5.6 Unless otherwise agreed in writing between the Customer and the Company, the Goods shall be delivered to the Delivery Point and the Company shall be under no obligation to give any notice in respect to the same.
- 5.7 The Customer shall (and shall procure that its sub-contractors and agents shall):
- (a) observe the works rules and safety regulations applicable to the Site; and
  - (b) indemnify and keep the Company indemnified in full against all and any direct, indirect or consequential liabilities (all three of which terms include without limitation loss of profit, loss of business, depletion of goodwill and like loss), losses, claims, damages, costs and expenses (including all legal and other professional expenses) awarded against or incurred or paid by the Company as a result of or in connection with any death or personal injury to the Company's employees or agents while such employees or agents are on any premises of the Customer in connection with the Contract.

## 6. PROGRAMME

- 6.1 The quotation, unless otherwise stated, allows for installation of the parapet in one [1] continuous and uninterrupted site visit during normal working hours.
- 6.2 Normal working hours are considered to be Monday to Friday 08.00 to 18.00.
- 6.3 The Company requires a minimum of ten [10] working days' notice prior to the commencement of the works.
- 6.4 The Company requires a minimum of seven [7] working days' notice of cancellation of the agreed installation dates.

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- 6.5 Cancelled installation dates and subsequent deliveries will be re-scheduled and subject to the Company's other commitments.
- 6.6 Additional visits beyond the quantity specified within the quotation or work periods outside normal working hours will incur additional charges:
- (a) Labour - £35.00 per man per hour.
  - (b) Vehicle - £25.00 per vehicle per hour.
  - (c) Hiab Lorry - £100.00 per hour.
  - (d) Subsidence - £75.00 per man per night [applies after 8 man hours].
  - (e) Additional visit - £850.00 per visit.

## 7. RISK AND TITLE

- 7.1 Until payment has been made to the Company of all monies owing to the Company from the Customer on any account whatsoever:
- (a) any Goods and/or items supplied to such Customer under the terms of the Contract shall be held by that Customer as bailee for the Company and it shall be an express term of the Contract that all legal and equitable title in the Goods shall remain in the Company until such payments have been made in full;
  - (b) The Customer shall permit the servants or agents of the Company to enter on the Customer's premises and to repossess the Goods at any time prior to such payment;
  - (a) the Customer shall not sell, offer to sell, assign, underlet, pledge, mortgage, charge, encumber or part with possession of the Goods or any interest in the Goods nor create or allow to be created over the Goods any lien save that the Customer shall only be at liberty to resell the Goods purchased from the Company prior to the passing of title on the understanding that if it does resell the goods then it will hold on trust for the Company so much of the proceeds of sale received by it, under contracts which include any of the Goods hereby sold either in their original or altered state as are necessary to discharge payment in full to the Company;
  - (b) The Customer shall only be at liberty to mix the Goods with others or use them in the process of manufacture prior to the passing of title with the consent of the Company in writing, which such consent shall not be unreasonably withheld providing that suitable guarantees are given by the Customer to discharge payment in full at the due date under this Contract for sale to the Customer;
  - (c) The Customer shall not remove any trademark, trade or business name of the Company from any of the Goods; and
  - (d) The Customer shall keep the Goods insured to their full replacement value and shall ensure that they are securely and safely stored.

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- 7.2 Unless otherwise agreed between the Company and the Customer in writing, risk of damage to or loss of the Goods shall pass to the Customer upon delivery as defined in the applicable Incoterm. When Goods are covered by the Company's own transport, delivery shall be deemed to take place at the moment the Goods are lifted from the delivery vehicle. When Goods are delivered by other means of transport delivery shall be deemed to take place when the Goods are loaded on to the road or rail vehicles used.
- 7.3 No claim for Goods damaged in transit will be considered by the Company unless the Company used its own transport for delivery of the Goods and unless:-
- (a) An appropriately qualified signature, e.g. "Goods received damaged, (signed)" is clearly made by the Customer on the delivery note; and
  - (b) The Company is advised in writing, in addition to 7.3 above, within three days of receipt of material.
  - (c) No allowance for claims for short weight will be made unless the Company is given an opportunity for verifying same within three [3] days.
  - (d) For the avoidance of doubt where the Customer collects the Goods from the Delivery Point or where a third party delivers the Goods the Company shall have no liability to the Customer for any Goods damaged in transit.
- 7.4 The Customer's right to possession of the Goods shall terminate immediately if:
- (a) the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or
  - (b) the Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or
  - (c) the Customer encumbers or in any way charges any of the Goods.
- 7.5 If the Company repossesses the Goods pursuant to this Clause 7, the relevant Order which relates to those Goods shall be treated as discharged in full with immediate effect and the Company will grant to the Customer a valid VAT credit note in respect of the price or any part thereof that had previously been invoiced to the Customer but not paid in respect of those Goods. For the avoidance of doubt, the Company and the Customer agree to take all

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reasonable steps to procure that the credit note has effect for the purposes crediting the VAT originally charged following the subsequent repossession of the Goods.

7.6 On termination of the Contract, howsoever caused, the Company's (but not the Customer's) rights contained in this Clause 7 shall remain in effect.

### 8. WARRANTY AND LIABILITY

8.1 The Company warrants that for a period of twelve [12] months from Delivery, the Goods will comply in all material respects with any specifications for the Goods agreed between the Company and the Customer in writing. If no specification for the Goods has been agreed between the Company and the Customer, the Company warrants that for a period of twelve [12] months from Delivery, the Goods will comply in all material respects with the specifications published by the Company in relation to the Goods from time to time (if any) and in the absence of any specification (agreed or published) the Company warrants that for a period of twelve [12] months from the date of Delivery the Goods will be free from material defects in workmanship or materials. All other warranties or conditions, expressed or implied, as to material, workmanship, quality, description or fitness of the Goods for any particular purpose, whether such purpose be known to the Company or not (in each case whether statutory or otherwise) are excluded to the fullest extent permitted by law.

8.2 The Customer shall only be entitled to claim (and then, subject to this Clause 8) for defects in the Goods as supplied which are apparent on visual inspection if the Customer inspects the Goods within three [3] working days following the date of Delivery and complies with the provisions of Clause 8.3 below.

8.3 If the Customer believes that the Goods do not comply with the warranty set out in Clause 8.1 ("**Defective Goods**"):

- (a) the Customer shall within three working days of discovery of the Defective Goods, notify the Company in writing and provide to the Company evidence which supports its claim that the relevant Goods are Defective Goods; and
- (b) on receipt of notice from the Customer and satisfactory evidence (in the Company's sole opinion) in relation to the Defective Goods pursuant to Clause 8.3(a) above, the Company shall (at its option) either repair or replace the Defective Goods or issue a credit note to the Customer in the value of the Goods. For the avoidance of doubt, following repair, replacement or the issuance of a credit note in respect of the Defective Goods pursuant to this Clause 8.3(b) the Company shall have no further liability whatsoever to the Customer.

8.4 The Company shall not be liable for a breach of the warranty set out in Clause 8.1 if:

- (a) the Customer makes any further use of such Goods after giving such notice; or
- (b) the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or
- (c) the Customer alters or repairs such Goods without the written consent of the Company.

8.5 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

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8.6 Nothing in these Conditions excludes or limits the liability of the Company:

- (a) for death or personal injury caused by the Company's negligence;
- (b) for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
- (c) for fraud or fraudulent misrepresentation.

8.7 Subject to Clause 8.4 and 8.5:

- (a) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to the contract price; and
- (b) the Company shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

8.8 The Customer shall indemnify and keep the Company indemnified in full against all and any direct, indirect or consequential liabilities (all three of which terms include without limitation loss of profit, loss of business, depletion of goodwill and like loss), losses, claims, damages, costs and expenses (including all legal and other professional expenses) awarded against or incurred or paid by the Company as a result of or in connection with any breach of the Contract by the Customer.

## 9. TERMINATION

9.1 The Company shall be entitled, without prejudice to the Company's other rights and remedies, either to terminate wholly or in part any or every Contract between the Company and the Customer and/or to suspend any further deliveries of Goods in any of the following circumstances;

- (a) Non-compliance by the Customer with the Company's terms of payment as per Clause 4 of these Conditions; or
  - (b) If the Customer has failed to provide a letter of credit or guarantee, bill of exchange or any other security required by the Contract; or
  - (c) The Customer makes or proposes in respect of it a company voluntary arrangement pursuant to the Insolvency Act 1986 or any other composition or scheme or arrangement with or assignment for the benefit of any of its creditors;
  - (d) the Customer becomes subject to an administration order or becomes bankrupt or goes into liquidation;
  - (e) the Customer has a petition presented for its winding up (which is not dismissed within twenty one [21] days of its service) or has an application made for the appointment of a provisional liquidator or has a creditors' meeting convened pursuant to s.98 Insolvency Act 1986;
  - (f) an encumbrancer takes possession or a receiver or administrative receiver or similar officer is appointed of any of the property or assets of the Customer;
  - (g) the Customer becomes unable to satisfy its debts as they fall due or ceases or threatens to cease to carry on business;
  - (h) the Company reasonably believes that any of the events mentioned above or any equivalent or similar event under any relevant laws to which the Customer or any connected person is subject has or may occur;
- or



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- (i) the Customer or any connected person commits any breach of this or any other contract whenever made between the Customer and the Company; or
- (j) the Company suspects that there has been a breach or there has been a breach of any of the provisions of Clause 13 below.

### 10. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

- 10.1 All drawings, documents, confidential records, computer software and other information supplied by the Company, whether produced by itself or a third party, are supplied on the express understanding that all intellectual property rights are reserved to the Company (or the third party) and that the Customer will not, without the written consent of the Company, give away, loan, exhibit or sell any drawings, documents, records, software or other information or extracts from them, or copies of them, or use them in any way except in connection with the Goods in respect of which they are issued.
- 10.2 All claims for alleged infringement of patents, trademarks, registered designs, design rights or copyright received by the Customer relating to the Goods must be notified immediately to the Company. If requested by the Company, the Company shall be entitled to have conduct of any proceedings relating to any such claim in such manner as the Company thinks fit and the Customer shall be entitled to have conduct of any proceedings relating to any such claim in such manner as the Company thinks fit and the Customer will provide the Company such reasonable assistance as the Company may request. The cost of any such proceedings will be borne by the Company.
- 10.3 If any allegations shall be made against the Customer to the effect that the supply of the Goods or the supply of infringes the intellectual property rights of any third party or the Company has reason to believe that such allegation is likely to be made, the Company may at its option and expense modify or replace the Goods so as to avoid the infringement (but without adversely affecting the overall performance of the Goods), or obtain for the benefit of the Customer the right to continue to use the Goods, or repurchase the Goods at the Contract Price as reduced by a reasonable provision for depreciation. If the Company pursues any of such options, the Customer will have no rights or remedies against the Company arising directly or indirectly out of the alleged infringement.

### 11. FORCE MAJEURE

In the event of the performance of any obligation by the Company being prevented, delayed or in any way interfered with by war, riot, civil commotion, strikes, lock-outs, accidents, flood, fire, explosion, or by any other cause beyond its control (including the delay or failure to supply of any suppliers of the Company) the Company may suspend or treat as impossible the performance of any obligation to the Customer without liability for any loss.

### 12. HEALTH AND SAFETY

The Customer agrees to pay due regard to any information supplied by the Company relating to the use for which the Goods are designed or have been tested or concerning conditions necessary to ensure that they will be safe and without risk to health at all times when they are being set, used, cleaned, serviced or maintained by any person and the Customer undertakes to take such steps as may be specified by such information or otherwise necessary to ensure that as far as is reasonably practicable the Goods will be safe and without risk to health at all times as mentioned above.

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### 13. TESTING AND INSPECTION

- 13.1 Testing and inspection if specified by the Customer or his agent shall be at the Company's works (at the Customer's expense) and such testing and inspection shall be final and conclusive as to the results thereof.
- 13.2 The Company shall not be obliged to produce test and performance certificates or safety critical certificates unless requested by the Customer and accepted by the Company in writing.
- 13.3 In addition to any costs incurred by the Company in testing the Goods the Customer shall pay for all test pieces which comply with specification.

### 14. COMPLIANCE

- 14.1 The Customer shall comply with all relevant anti-corruption legislation in connection with the Contract and the Company's business and shall immediately notify the Company if it discovers or suspects that any of its officers, directors, employees or representatives are acting or have acted in a way which violates such legislation.
- 14.2 The Customer acknowledges that the Company has a code of responsible business: The Hill & Smith Holdings PLC Code of Business Conduct ("**HS Code of Conduct**"). The HS Code of Conduct together with the Company's Anti Bribery and Corruption Policy ("**HS ABC Policy**") are available at [www.hsholdings.co.uk](http://www.hsholdings.co.uk) and the Customer shall, at all times, conduct, and procure that its officers, directors, employees and/or representatives conduct, business ethically and in accordance with the relevant provisions of the HS Code of Conduct and the HS ABC Policy. This clause shall apply whether or not the Customer is acting pursuant to the Contract or its relationship with the Company.
- 14.3 The Customer agrees that it must be able to demonstrate its compliance with the requirements referred to in this Clause 14 at the request of and to the satisfaction of the Company which includes, but is not limited to, the Company having the right to inspect any site involved in work for the Company. If the Customer fails to comply with this Clause 14, the Company shall be entitled, in its sole discretion, to terminate this Contract and any other agreements between the Customer and the Company without penalty to the Company, but with obligations for the Customer to remedy any damages suffered by the Company as a result of such termination or as a result of the breach of Contract pursuant to Clause 8.7.

### 15. MISCELLANEOUS

- 15.1 In the case of any Order for the export of Goods, the Schedule to the Uniform Law on International Sales Act 1967 shall not in any circumstances apply to the Contract and neither shall the limits imposed by the Unfair Contract Terms Act 1977 on the extent to which liability can be excluded or limited.
- 15.2 Any failure to exercise or any delay by the Company in exercising a right or remedy provided by this Contract or at law or in equity will not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. A waiver of a breach of any of the terms of the Contract or of a default under these Conditions will not constitute a waiver of any other breach or default and will not affect the other terms of the Contract.
- 15.3 The Customer shall not, without the written consent of the Company assign, transfer, mortgage, charge or deal with in any other manner with any of its rights under any Contract or purport to do the same.

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- 15.4 The Company shall be entitled to appoint one or more sub-contractors to carry out all or any of its obligations under any Contract and shall for the avoidance of doubt be entitled to assign, any interest or rights that it has in relation to any Contract.
- 15.5 If any provision of these Conditions shall be held invalid or unenforceable in whole or in part then the unaffected provisions shall remain in full force and effect. Headings appear for convenience only and shall not affect the construction of these Conditions.
- 15.6 To the extent permitted by law, a person who is not a party to the Contract shall have no rights to enforce any term of the Contract as though they were a party to it under the Contracts (Rights of Third Parties) Act 1999 (the “Act”) or equivalent legislation having effect anywhere in the world. Any right or remedy of a third party which exists or is available apart from the Act is not affected.
- 15.7 The Contract and any non-contractual obligations arising out of or in connection with it shall be governed and interpreted exclusively according to the Laws of England. The parties hereby agree to submit to the exclusive jurisdiction of the English courts provided that the Company may at its option take proceedings in the courts of the state in which the Company is situated or the state in which the Customer is domiciled including action to obtain any remedy (including injunctive relief).

## 16. PROVISIONS AND ALLOWANCES

- 16.1 The Company requires the following items to be provided free of charge:
- (a) Provision and maintenance of access roads to accommodate deliveries.
  - (b) Provision for the offloading of anchorage units.
  - (c) Safe and secure storage of anchorage units, until they are fixed in to the works.
  - (d) Provision of all necessary site accommodation, welfare, toilet and first aid facilities to all current legislation.
  - (e) All lighting required allowing shift work between the hours of 0800hrs and 1800hrs, any other shift required to complete the contract as required through the duration of the contract if requested by Varley & Gulliver Ltd.
  - (f) Pedestrian protection and all traffic management.
  - (g) Provision of any necessary access scaffold, edge protection to BS 1139 to allow safe working and removal and/or alteration to the same.
  - (h) Clear vehicle access to the complete length of the parapet to enable the operation of our delivery and fixers vehicles. Craneage for lifting of materials as and when necessary.
  - (i) The notification of our work to all interested parties along with approvals, permissions, fees, easements and way leaves to undertake these works.
  - (j) Issue of all Health and Safety documentation and information relevant to the Works and prevailing conditions. Issue of all Client working drawings, dimensions and ‘as built’ information, subsequent revisions and additional copies upon request, including electronic formats if necessary.

## 17. Anchorage Units

- 17.1 We have included for supply only of our “V&G” anchorage units which are approved for use with all Varley and Gulliver Ltd vehicle parapets. The units will be supplied completely assembled including M20 carrier bolts and a plywood location board which enables the Customer to fix the unit in to the edge beam shuttering accurately. We can supply these directly to the Customer’s designated “pre-caster” if required.
- (a) If the parapet is not installed within the same month as the advanced supply of the anchor units we reserve the right to apply for these at a rate of £70.00 per anchor unit.

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- (b) The Customer shall warrant that they will accurately cast the anchorage units to a true line and level, to centres shown on the approved layouts. Varley and Gulliver Ltd do not carry out the casting in of anchorage units.
- (c) Threaded sockets to be maintained in a clean, greased condition with temporary bolts in place.
- (d) We have made no allowances for percussion drilling concrete (unless specifically included within our offer).
- (e) If percussion drilling is included within our offer then only 25% of the total holes drilled will include for encountering horizontal reinforcement.
- (f) Drilled holes encountering horizontal reinforcement beyond the include 25% of holes drilled will be subject to an additional charge:
  - Diamond drill bit - £cost + 15%.
  - Diamond drilled holes - £30.00 per hole.
- (g) No allowance for drilling down vertical reinforcement or through stainless steel reinforcement; should this any be encountered additional charges will be applied.
- (h) No allowance has been made for spalled concrete due to drilling. The Customer is responsible for any necessary concrete repairs.
- (i) Pull out testing to drilled anchorage units is not included but can be carried out and will be subject to additional charges.

### **18. Painting**

- 18.1 Unless specified this quotation does not include for painting of the parapet system.
- 18.2 If painting is included within our quotation then we have not included for site based paint touch up of the parapet during the months of November through to March, this is due to the higher potential of weather conditions.
- 18.3 Quotations that have included for on site painting do not include for protection of any kind to the works; any damaged from the result of third parties, dust or weather related issues will be remedied at the Customer's cost.
- 18.4 We do not carry out paint testing or supply paint samples.