

Provisions & Allowances (We require the following items to be provided free of charge)

1. Provision and maintenance of access roads to accommodate deliveries.
2. 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.
3. Pedestrian protection and all traffic management.
4. The notification of our work to all interested parties along with approvals, permissions, fees, easements and way leaves to under take these works.

No allowance has been made for:

5. Government imposed taxes introduced subsequent to this quotation.
6. Retention monies or Main Contractor discounts.
7. The use of restricted access plant, small loads, re-handling of materials, or special transport requirements due to inadequate access.
8. A fixed price greater than 30 days of the quotation date.

Notes

9. Our tender does not allow for the imposition of any liquidated damages or un-liquidated damages.
10. Our tender is open for acceptance for a period of 60 Days and is subject to availability to suit both parties. Should a Main Contractor / Client wish to place an order after this date he shall be notified of any changes in the tender rates as necessary.
11. Any contra charges to be levied against the account must be agreed in writing with representatives at the time of the event.
12. Payments will not be dependent upon third party payments to the Main Contractor.
13. We do not accept under any circumstances any consequential losses attributed to our works.
14. Written acceptance of the above terms and conditions of contract, and a written instruction or order are required prior to the commencement of the works, this will include any and all variations carried out on behalf of the client. Any works variation carried will be identified by us to the employer and our terms & conditions apply.

Description & Information

15. The description of goods and scope of works shall be set out in the Company's quotation (if any).
16. The Buyer shall be responsible for ensuring the accuracy and sufficiency of its order (including any samples and specifications).
17. The information supplied by the company (including information contained in advertisements or technical literature) are approximate only unless otherwise stated and underwritten by a suitably qualified body.

Delivery

18. Delivery of the agreed project / works will take place at an agreed date between the company and the Client. Any agreed dates are always subject to the material availability from the mill/stockists.
19. The Client will make all necessary arrangements to prepare the site as required under our conditions and agreements for us to commence works.
20. The Company reserve the right to make amendments to any delivery schedules in order to maintain an effective construction programme, if deliveries are restricted by the client the difference will be charged as standing time.
21. Without prejudice to any other right or remedy of the company if the clients in breach of the terms on the contract, or any other contract with the company, the company may serve the client with a notice to carry out a suspension of any works on the site until any defaults on the contract are corrected by the client.

Without prejudice to any rights and remedies to it, the company shall be entitled, forthwith on written notice to the client, either terminate the contract wholly or in part and/or any other contracts with the buyer, or to withhold performance of all or any of its obligations under the contract and /or any other contract with the client. On giving such notice all monies outstanding from the client will become immediately due and payable if:-

22. Any sum owing to the company from the buyer on any account whatsoever shall be unpaid after the due date for payment (in which event the company shall have a general lien for such sum on all and any property of the client in its possession).

23. The client commits any breach of any contract with the company.

24. In the event of suspension the company shall be entitled to as a condition of resuming performance a pre-payment or security as it may require.

Risk & Title

25. The works completed and outside of the phased construction zones are deemed to be the risk of the client.

26. Notwithstanding ownership of any quality controlled and check areas handed over to the client the ownership of the goods or services shall remain the property of the company until the company has received payment in full.

27. Any stock or goods in the possession of the company and applied for as 'off site' materials are the risk of the client and shall be applied for in full upon the earliest valuation.

28. Materials or goods stored on behalf of the client will be done so at commercially competitive rate with a reasonable allowance for profit.

29. Storage of any materials on site shall be at the risk of the client unless being handled by the company for construction purposes and is subject to the condition identified in clause 12 (Provisions & Allowances).

30. Indemnify and keep indemnified the company against all claims, damages, demands, cost, expenses and liabilities of whatsoever nature arising by virtue of the Company's ownership of the Goods.

Price

31. Unless otherwise agreed by the Company in writing, the price for the Goods shall be the price set out in the Contract or if no price has been given, the price for the Goods shall be the price set out in the Company's price list or agreed terms published on the date of delivery or deemed

delivery. Any price quoted by the Company is based upon costs current as at the date of quotation. The price charged to the Buyer under the Contract may be changed to take account of costs current at the date of invoice.

32. Unless otherwise agreed in writing, the price for the Goods shall be exclusive of any value added tax and all costs or charges in relation to carriage and insurance all of which amounts the Buyer will pay in addition when it is due to pay for the Goods. 30. Subject to prior written agreement to the contrary, the Company shall be entitled to invoice the Buyer for the price of the Goods on or at any time after the Company has notified the Buyer that the Goods are ready for collection or the Company has tendered delivery of the Goods.

Payment

33. The Buyer shall make payment in full within 30 days of the end of the month in which the Buyer is notified that the Goods are ready for collection or in which the Goods are due to be delivered (notwithstanding that the delivery may not have taken place and the property in the Goods may not have passed to the Buyer), unless agreed otherwise by the Company in writing.

34. No payment shall be deemed to have been received until the Company has received cleared funds.

35. All payments payable to the Company under the Contract shall become due immediately upon termination of this Contract despite any other provision.

36. The Buyer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.

37. If the Buyer fails to pay the Company any sum due pursuant to the Contract, the Buyer will be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 8% above the official dealing rate of the Bank of England prevailing at the end of the due date for payment, calculated on a daily basis until payment is made, whether before or after any judgement.

38. Where payment is agreed to be made by instalments, any delay or default by the Buyer in making payment in respect of any one instalment shall render all the remaining instalments due forthwith, and interest will be charged in accordance with condition 35 with immediate effect until the date of actual payment.

39. The Company may appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Company and the Buyer) as the Company may think fit (notwithstanding any purported appropriation by the Buyer).

Quality

40. In the case of Goods manufactured or produced by the Company, the Company warrants that (subject to the other provisions of these Conditions) upon delivery, and for such periods as specified in the relevant product literature issued at such date of delivery, the Goods will be of satisfactory quality within the meaning of the Sale of Goods Act 1979.

41. In the case of Goods not manufactured by the Company the only obligation accepted by the Company will be to use its reasonable endeavours to pass on to the Buyer by way of assignment or transfer (if and to the extent possible) the benefit of any manufacturer's guarantee or warranty.

The Company shall not be liable for a breach of the warranty in condition 38 unless:-

42. any failure to meet specification is notified in writing to the Company within 7 days from the date of delivery or (where the failure was not apparent on reasonable inspection) within a reasonable time after discovery of the failure and in any event such failure must be notified within 1 month after delivery;

43. any such defect in design, materials and/or workmanship shall have appeared within the warranty period as defined within clause 38 and shall have been thereupon promptly notified to the Company in writing; and

44. the Company is given a reasonable opportunity after receiving such notice, to examine such Goods and the Buyer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Buyer's cost for the examination to take place there.

The Company shall not be liable for a breach of the warranty in condition 38 if:-

45. the Buyer makes any further use of such Goods after giving such notice; or

46. the defect arises because the Buyer 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;

47. the defect arises from fair wear and tear, wilful damage, negligence, abnormal working conditions or misuse; or

48. the Buyer alters or repairs such Goods without the written consent of the Company.

49. Subject to conditions 41 and 42, if any of the Goods do not conform with the warranty in clause 38 the Company shall at its option repair or replace (but not install) such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Company so requests, the Buyer shall, at the Buyer's expenses, return the Goods or the part of such Goods which is defective to the Company.

50. If the Company complies with condition 42 it shall have no further liability for a breach of the warranty in clause 38 in respect of such Goods.

51. Any Goods replaced will belong to the Company and any repaired or replacement Goods manufactured or produced by the Company will be guaranteed on these terms for the unexpired portion of the warranty period as defined in clause 38.

52. For the avoidance of doubt the Buyer shall not be entitled to any claim to set-off in respect of any repairs or alterations undertaken by the Buyer without the prior written consent of the Company.

53. The Company shall be under no liability in respect of any defect in the Goods arising from any drawings, design or specification supplied by the Buyer.

54. The Company shall be under no liability until any and all monies due from the Buyer to the Company have been paid in full.

Liability

55. The Company shall not be liable to the Buyer in contract, tort (including without limitation negligence) and/or breach of statutory duty for any loss or damage which the Buyer may suffer by reason of any act, omission, neglect or default (including negligence) in the performance of the Contract by the Company its servants or agents, in a sum which is greater than the Contract price.

56. The Company shall not be liable to the Buyer in contract, tort (including without limitation negligence) and/or breach of statutory duty for any loss of profits and/or loss of production or any indirect or consequential (including economic) loss of any kind which the Buyer may suffer by reason of any act, omission, neglect or default (including negligence) in the performance of the Contract by the Company, its servants or agents.

Nothing in this condition 53 shall operate so as:-

57. to exclude the Company's non-excludable liability in respect of death or personal injury caused by the negligence of the Company its servants or agents;

58. to affect the statutory rights of the Buyer where Goods are sold to a Buyer dealing as a consumer within the meaning of The Unfair Contract Terms Act; or

59. to exclude the application of Section 12 of the Sale of Goods Act 1979;

60. to exclude liability for fraudulent misrepresentation.

Assignment

61. The Contract is personal to the Buyer and the Buyer shall not be entitled to assign, transfer or charge the Contract or these Conditions or any part of them without the prior written consent of the Company.

62. The Company may assign, transfer or charge the Contract or these Conditions or any part of them to any person, firm or company.

Force Majeure

63. The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company, including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, energy or services, provided that, if the event in question continues for a continuous period in excess of 3 months, the Company shall be entitled to give notice in writing to the Buyer to terminate the Contract.

Communications

64. All communications between the parties about this Contract must be in writing and delivered by hand or sent by pre-paid first class post or sent by facsimile transmission:

65. (in case of communications to the Company) to its registered office or such changed address as shall be notified to the Buyer by the Company; or

66. (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of this Contract or such other address as shall be notified to the Company by the Buyer.

Communications shall be deemed to have been received:

67. if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting);

68. if delivered by hand on a working day, on the day of delivery;

69. if sent by facsimile transmission on a working day prior to 4.00pm, at the time of transmission and otherwise on the next working day.

HEALTH AND SAFETY

70. For the purposes of Section 6(8) of the Health and Safety at Work Etc Act 1974 the Buyer undertakes to comply with all instructions relating to the Goods received from the Company from time to time and to take such other steps sufficient to ensure, so far as is reasonably practicable, that the Goods will at all times be safe and without risk to health when being properly used, set, cleaned and maintained by a person at work.

INTELLECTUAL PROPERTY RIGHTS

71. If any claim is made against the Buyer that the Goods infringe or that their use or resale infringes the patent, copyright,

database right, design right, registered design, trade mark or other industrial or intellectual property rights of any other person or any claim is made in respect of passing off or unauthorised use of Confidential Information in relation to the Goods and/or their use or resale the Buyer shall forthwith notify the Company in writing and the Company shall be given full control of any proceedings or negotiations in connection with any such claim. The Buyer shall give the Company all reasonable assistance for the purposes of any such proceedings or negotiations and except pursuant to a final award, the Buyer shall not pay or accept any such claim, or compromise any such proceedings without the consent of the Company (which shall not be unreasonably withheld). The Buyer shall do nothing which would or might vitiate any policy of insurance or insurance cover which the Company may have in relation to such infringement.

If the Goods are to be manufactured or any process is to be applied to the Goods by the Company in accordance with a specification submitted by the Buyer, the Buyer shall (without prejudice to the other rights and remedies of the Company) indemnify the Company in full against all loss, costs, damages, charges, expenses and other liabilities awarded against or incurred by the Company as a result of or in connection with:

72. any claim for infringement of any patent, copyright, database right, design right, registered design, trade mark or other industrial or intellectual property rights of any other person and/or for passing off and/or unauthorised use of Confidential Information which results from the Company's use of the Buyer's specifications; and

73. any other liability of any kind to any third party including without limitation for defective Goods, personal injury or death to the extent that it arises from the specification.

General

74. Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

75. If any provision of these Conditions is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal or unenforceable, it shall, to the extent of such illegality or unenforceability be deemed severable and the remaining provisions of these Conditions and the remainder of such provision shall continue in full force and effect.

76. Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

77. Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

78. A person who is not a party to these Conditions has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

79. The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.