



Holmes Building Contractors Ltd

Quotation Terms and Conditions

1. Contracts

- a) Contracts are made, and orders are accepted only upon and subject to these Conditions of Sale. All other conditions are hereby excluded unless expressly accepted in writing by the Sellers.
- b) Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or any other documentation issued by the Sellers shall be subject to correction without any liability on the part of the Sellers.
- c) The Buyer acknowledges that the Buyer is not purchasing as a consumer.

2. Prices

- a) Unless expressly stated otherwise in any quotation issued by the Sellers to the Buyer, all prices quoted are ex. VAT and is expressed in Pounds Sterling net. Any applicable Value Added Tax or any other sales tax or excise duties paid or payable by the sellers shall be added to the price and shall be payable by the Buyer.
- b) Firm price quotations are valid for a period of 60 days only from the date of quotation unless stated otherwise on the quotation. The Sellers may, at their absolute discretion, accept or reject any order placed by the Buyer.
- c) In the event of the Buyer cancelling a part of the order in accordance with the provisions of Clause 13 the Sellers reserve the right to revise the price or prices quoted for goods already delivered.
- d) The Sellers reserve the right to review the contract price(s) in the event of the Pound Sterling or fluctuation in the rates of foreign exchange.

3. Delivery by the Sellers

- a) Any dates quoted for delivery of the goods and/or service are approximate only and the Sellers shall not be liable for any delay in delivery of the goods and/or service howsoever caused. Time for delivery shall not be of the essence unless previously and expressly agreed by the Sellers in writing.
- b) The Sellers reserve the right to deliver goods and/or services by instalments and in such event each instalment shall be treated as a separate contract and that the delivery

4. Defects Period

- a) Subject to these terms and conditions, and strictly on the condition that all payments due have been made by you on the date upon which they are due, we will remedy any major defects in manufacture (unless the Materials have not been supplied by us) or installation which has become apparent within 12 months of installation and that arise from our faulty or defective Materials or workmanship.

5. Damage, Loss, Short Delivery of Goods

- a) On delivery, the Buyer shall examine the goods for defects and completeness. Thereafter, no claim for damage in transit, for shortage in delivery or for loss of goods will be entertained unless, in the case of damage, a separate notice in writing is given to the Carriers or to the Sellers within three days of the receipt of the goods, followed within 14 days of the date of advice of despatch by a complete claim in writing; or, in the case of loss of goods, a separate notice in writing and a claim is given to the Sellers Carriers within 14 days of the date of the Sellers' advice of despatch to the Buyer. In all cases, a signature 'unexamined' shall be deemed to be an unconditional acceptance of the goods.
- b) The Sellers shall not in any circumstances be liable, whether in contract or not, to the Buyer for any indirect or consequential loss or damage (including, without limitation, loss of profits, loss of contracts or damage to property) or for any claim against the Buyer by any third party and the guarantee given by the Sellers hereunder shall not be transferable to any person.
- c) The Sellers' liability for damage or non-delivery of goods duly notified in accordance with the above shall in any event be limited to replacement of goods within a reasonable time (or at the Sellers' option, refunding the price thereof) whether the damage or non-delivery is due to the Sellers' negligence or otherwise.

6. Quotation Terms

Quotations are valid for a period of 60 days from the date of issue, unless stated otherwise on the quotation. Quotations are based on information given & should not be considered as system design. Any quotation either verbal or in writing is not an offer & may be withdrawn or modified any time.

7. Credit Agreements

- a) Where the Sellers have granted the Buyer a credit facility, the price for the goods and/or completed service shall be paid by the Buyer on or before 30 days end of month of invoice (the due date) or, if the Sellers shall so require under Clause (b) of this Clause, to be paid on demand without any period of notice.
- c) If the Buyer takes goods from the Sellers more than the Buyers credit limit, the Sellers may require payment on delivery for such excess of goods.

8. Terms of Payment

- a) Unless credit facilities have been granted to the Buyer or unless otherwise specifically provided in writing, the price for the goods and/or services shall be paid by the Buyer on delivery or on completion, and in default the Sellers shall be entitled to withhold delivery until payment. The seller holds the right to submit monthly valuation claims if the project is over 30 days in duration.
- b) The discounts allowable to the Buyer are those shown on the Sellers' quotation only, and unless otherwise expressly agreed in writing, no other discounts or commissions are to become due or allowable to the Buyer.

9. Late payment

- a) When payment of any of the Sellers' invoices is overdue, the Sellers may suspend its performance of the contract to which the invoices relates and/or of any other contract then subsisting between the Sellers and the Buyer.



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b) In the event of legal action being taken by the Sellers against the Buyer for breach of payment obligations hereunder, the Buyer shall be responsible for all costs and disbursements incurred by the Sellers on a full indemnity basis. The Sellers shall be entitled to charge and recover interest daily from the Buyer on outstanding late payments at the rate of four per cent per annum above the Lloyds Bank plc base rate.

10. Risk and liability

a) Risk of damage to or loss of the goods shall pass to the Buyer at the time of delivery or, if the Buyer wrongfully fails to take delivery of the goods, the time when the Sellers have tendered delivery of the goods. For the purpose of this Clause, 'delivery' shall mean the arrival of the goods at the place of delivery of the Buyer where delivery is by the Sellers, or the safe loading of the goods into the Buyer's vehicles at the Sellers' premises where delivery is through collection by the Buyer.

11. Property

a) Notwithstanding delivery and the passing of risk in the goods or any other provisions of these conditions. The property in the goods shall not pass to the Buyer until the Sellers have received cleared funds payment in full of the price of the goods and all other goods agreed by the Sellers to the Buyer for which payment is then due.

b) Until such time as the property in the goods passes to the Buyer, the Buyer shall hold the goods as the Sellers' fiduciary agent and bailee, and shall keep the goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Sellers' property. Until that time, the Buyer shall be entitled to resell or use the goods in ordinary course of its business, but shall account to the Sellers for the proceeds of sale or otherwise of the goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any monies or property of the Buyer and third parties, and, in the case of tangible proceeds, properly stored, protected and insured.

c) Until such time as the property in the goods passes to the Buyer (and provided the goods are still in existence and have not been resold) the Sellers shall be entitled at any time to require the Buyer to deliver up the goods to the Sellers and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the goods are stored and repossess the goods.

d) The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of the Sellers, but if the Buyer does so, all monies owing by the Buyer to the Sellers shall (without prejudice to any other right or remedy of the Sellers) forthwith become due and payable.

12. Customer cancellation of orders

a) Contracts and orders and parts thereof may be cancelled only by the Sellers' written acceptance of such cancellation. Where the Sellers accept such cancellation, the Sellers reserve the right to charge the Buyer with the amount of any losses or expenses directly or indirectly resulting from such cancellation. Where the Sellers do not accept such cancellation, they, the Sellers, reserve the right to recover the invoice price from the Buyer and charge the Buyer with additional losses both direct and indirect resulting from such cancellation. In any case where the Sellers were required to place a deposit with a manufacturer or supplier in respect of an order, the Sellers may require the Buyer to reimburse such sum in the event of cancellation.

13. Our assumptions

a) The buyer acknowledges and agree that (where applicable) we will perform the Services based on information, measurements and facts provided by you. You warrant that all such information, measurements and facts are accurate and true. We will not accept liability for any loss or damage caused where we reasonably perform our Services in reliance on such. We also assume that you have checked through all details on our estimate for works including sizing before accepting the estimate for works and if items we have ordered do not fit then you will be liable for the handling charge for returning such items (if possible) or payment for the item in full, plus payment for any replacement items. If you are unsure of any details, then it is imperative that you contact us to let us know as soon as possible as once items are ordered you may become liable for payment for the items.

b) The buyer (You) warrant and undertake that you will carry out the following: (unless stated otherwise on the quotation)

- You will remove any items (that you are able to remove) from the areas in the Premises where we will be carrying out work by the date or time when we are due to start performing the Services.
- You will cover any items, furniture or fixtures or fittings which you will not be moving from the areas at the Premises where we will be working to protect them from dust or dirt.
- You will allow us to gain full and proper access to the Premises at the dates and times that have been previously agreed so we can perform the Services. We require unencumbered access to all parts of the property in which we are to carry out the Services, and in some cases other parts of the property depending on access arrangements for persons, vehicles and also wiring routes.
- If necessary, you will allow us to isolate all or part of the electrical supply to the Premises to carry out the Services safely.
- You must ensure that if there is any person under the age of 18 present at the Premises at any time that we are or are due to carry out the Services, an adult responsible will accompany and be present with the person under the age of 18 at all times. For the avoidance of doubt, you will ensure that at no time does the responsible adult leave the Premises whilst a person under the age of 18 is present. We cannot and will not carry out any work that would involve us being in the Premises with a person under the age of 18 who is not attended. We shall not be liable for any delay in the provision of the Services that is caused because of your failure to comply with this clause.
- You will obtain or have obtained all necessary consents, permissions, and approvals before we start performing the Services. For example, if the Services we are to perform require planning permission, or (if you are a tenant) your landlord's permission.
- You will ensure that all areas in which we or our contractors, agents or staff are working are safe. This includes, but is not limited to, the removal of any hazardous objects or substances. If you are unable to remove such items, you must inform us of their presence before we commence any work so that we may take the appropriate precautions (where it is safe to do so). When carrying out work as a sub-contractor and in the absence of any information to the contrary, we will assume (with the exception of matters that would be obvious upon a reasonable inspection of the area) that any areas in which we provide services are safe to work and that all relevant examinations and reports that are reasonably required (for example, asbestos reports) have been carried out and are clear. You warrant and agree that you can and shall comply with the provisions of all relevant health, safety and environmental regulations including (without limitation) the



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Construction (Design and Management) Regulations 2015. If you breach any of the above warranties or undertakings, you agree to fully indemnify us for any direct or indirect loss or damage suffered by us because of such breach.

At all times when we are providing the Services you must:

- allow us access to a water supply.
- allow us to use electricity from normal 230 volt 3-pin sockets.
- allow us to leave our tools and Materials at the Premises at times when we are not performing the Services (if we so request) and keep any tools and Materials at the Premises in safe custody and good condition.
- provide us with means to access and leave the Premises.
- allow us to use your toilet and washing facilities; and
- provide parking permit(s) (where applicable) throughout the time we are providing the Services (if required or imposed by a local or other authority).