

CONDITIONS OF SALE AND FOR TENDER

1. The undermentioned terms and conditions apply in respect of any quotation given, work carried out, contract entered into or sale effected by us and where such terms and conditions in any way conflict with those in any document of the customer these terms and conditions shall take precedence and shall apply except to the extent (if any) to which such other terms and conditions are accepted by us in writing.
2. In particular and for the avoidance of doubt where any contract is made consequent on a quotation given by us it is an express term of that contract that these terms and conditions are incorporated therein and such contract shall be interpreted accordingly.
3. No contract shall be deemed to exist nor shall we be bound in any way to the customer until the order has been accepted by us in writing.
4. It is condition of the submission by us of any quotation that the subsequent acceptance of such quotation is deemed to imply that the acceptor has fully complied with all planning legal or other requirements to enable the work the subject of the quotation to be carried out and that the acceptor indemnifies us from and against all actions proceedings costs charges claims and demands arising out of any failure so to comply or of any other breach of this condition.
5. Any quotation submitted by us is based on the cost of labour, materials and services obtaining at the date of the quotation and if before completion of the contract work the actual cost to us of such labour, materials and services is increased the contract price shall be adjusted accordingly.
6. Any quotation submitted by us on the basis that any work contracted for will be carried out during normal working hours from Monday to Friday inclusive in each week. If it becomes necessary for work to be carried out during time falling outside normal working hours or at weekends, an additional charge will be made at the rates prevailing at the time as recommended.
7. It is a condition of any quotation given and of any contract entered into by us that where work is required to be carried out on site, the customer will afford direct access at ground level over firm ground for our employees and sub-contractors and for all plant and material necessary to carry out the work.
8. Any quotation given by us for the sale or supply of goods or materials ex stock is subject to such items remaining unsold prior to contract.
9. Terms of payment. Nett monthly account. Should these terms be exceeded without written reason for withholding payment we reserve the right to charge interest at the current rate as being charged at the counters of the Barclays Bank Plc.
10. We reserve the right to submit and require payment of progress invoices of the 10th day of each month such invoices to be for the value of work done and materials supplied up to the last day of the proceeding month (less previous payments on account). Any balance shall be due in full on completion of the contract work.
11. (i) Delivery date or contract completion date cannot be guaranteed; we will make every endeavour to comply with customer's requirements but will not accept any liability for loss or damage nor will we accept any claim or action arising from failure to deliver or complete on any given date.

(ii) In the event of war, invasion, act of foreign enemy hostilities (Whether war has been declared or not), civil war, rebellion, revolution, insurrection or military or usurped power we shall at our election be relieved of all contract liabilities; we shall also be so relieved to the extent to which the fulfilment of our contract obligations is prevented frustrated or impeded as a consequence of any statute rules, regulations, orders or requisitions issued by any government department, council or other duly constituted authority or by any strike, lock-out, breakdown of plant or machinery, flood, drought, delay by railway transport or shipping organisations or any other causes (whether or not of a like nature) beyond our control.

(iii) We shall not accept responsibility or be liable to the customer for any loss of profit or of contracts or for any damage or injury to the extent that the same is caused by or arises out of the acts or omissions of the customer or of others (not being our servants or agents).
12. It is a condition, of any quotation submitted and of any contract entered into by us that the customer warrants that any design or instructions furnished or given by him shall not be such as will cause us to infringe any letters, patent, registered designs, trade marks or trade names in the performance of the contract and the customer shall fully indemnify us against any actions claims, demands, costs, charges and expenses arising from or incurred by reason of any such infringement or alleged infringement.
13. If the customer shall make default in or commit a breach of the contract or of any other of his obligations to us or if any distress or execution shall be levied upon the customer's property or assets or if the customer shall make or offer to make any arrangements or composition with creditors or shall commit any act of bankruptcy or if any petition or receiving order in bankruptcy shall be presented or made against him or if the customer is a limited company and any resolution or petition to wind up such company's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented or if a receiver of such company's undertaking property or assets or any part thereof shall be appointed we reserve the right forthwith to determine any contract then subsisting with the customer upon written notice of such determination being posted to the customer's last known address or registered office any subsisting contract shall be deemed to have been determined without prejudice to any claim or right we may otherwise make or exercise.
14. Notwithstanding that credit may have been given by us for the payment of the price of any goods contracted to be supplied or sold we shall be entitled to retain possession thereof until payment.
- 14A. Goods contracted to be supplied or sold by us shall be at the customer's risk as from delivery and notwithstanding that delivery has been made property in the goods shall not pass from us until the customer shall have paid the price for the goods plus VAT in full and no other sums whatever shall be due from the customer to us. Until property in the goods passes to the customer in accordance with this clause the customer shall hold the goods and each of them on a fiduciary basis as bailee for us. Until such time as property in the goods passes from us the customer shall upon request deliver up the goods to us and if the customer fails to do so we may enter upon any premises owned occupied or controlled by the customer where the goods are situated and repossess the goods.
15. In addition to any right of lien to which we may by law be entitled we shall (in the event of the customer's insolvency) be entitled to a general lien on all goods of the customer in our possession (although such goods or some of them may have been paid for) for the unpaid price or cost of any other goods sold and delivered to the customer by us or of the price of any other work carried out by us for the customer under the same or any other contract.
16. In these conditions the singular shall include the plural and the masculine shall include the feminine and neuter and where in any contract there are two or more persons designated by the expression 'the customer' the contract shall be deemed to be entered into by such persons jointly and severally. The expression 'Customer' shall encompass not only individuals or partnerships but also limited companies and other corporations.
17. The proper law of any contract entered into by us shall be the Law of England.
18. **RETENTIONS ONLY TO BE DEDUCTED WHEN STATED AND ACCEPTED ON PURCHASE ORDERS. NO RETENTION WILL BE ACCEPTED UNLESS AUTHORISED AND ACCEPTED BY STONE TECHNICAL SERVICES LTD**