

# TPT FIRE MAINTENANCE LTD

("the Company")

## CONDITIONS

For the design, supply Installation and servicing  
of Automatic Sprinkler Systems (the "Works")

### GENERAL

1. The Company's conditions for the supply of the Works are set out below to the exclusion of all other conditions. No addition to or variation of these Conditions will bind the Company unless it is specifically agreed in writing and signed by a Director or the Secretary of the Company. If any document placing an order includes or refers to other Conditions of Contract then no account shall be taken of such other conditions.

### DRAWINGS ETC.

2. (a) All drawings, illustrations, descriptive matter, particulars and the like accompanying the Company's quotations estimates or acknowledgements of orders or contained in its catalogues and any weights and dimensions stated by the Company (all of which particulars the Company reserves the right to alter without notice) are intended to present a general outline of the Works described or are approximate only and in no case constitute a warranty or condition or a description or a representation inducing the Contract or form part of the Contract for the supply of the Works and the Employer/Purchaser is deemed to rely on his own judgement as to the quality and fitness for the Employers Purchasers use of the works.
- (b) When the Company's quotation is expressed to be for the supply of the Works complying with rules a standard or a specification set by an Authority such quotation shall be deemed to have been prepared according to the Company's interpretation of such rules standard or specification and in the event that the Authority imposes a different interpretation the Company's quoted price or the contract price as the case may be shall be varied accordingly.
- (c) The Employer shall furnish the Company with full particulars of the site conditions and of any working restrictions related thereto including but not limited to access, egress, Health & Safety Restrictions including Control of Asbestos Regulations and/or other hazardous materials, working hours, noise restrictions and trade union requirements relating to the employment of.
- (d) Drawing approval is deemed to of been granted should commencement onsite site be requested by the Employer or should 2 weeks pass without and comments being received.

### PRICES

3. (a) All quotations are subject to confirmation by the Company on receipt of the Employer Purchaser's official order and no contract shall be concluded until such properly authorised confirmation has been despatched by the Company.
- (b) Unless otherwise stated, all prices quoted are ex-Works.
- (c) The Company will be at liberty to adjust all prices in accordance with or to take account of any price variations in labour overheads or materials or any other expenses occurring after the date of quotation.
- (d) Prices quoted for equipment are effective for 60 days unless otherwise specifically stated.
- (e) Containers are charged for unless returned carriage paid and in good condition within 30 days of despatch.
- (f) Where a supply & installation or installation service is provided by the Company the price quoted shall include:
  - (i) The service of its employee's agents or sub-contractors to design, supply and install the works during the Company's normal working hours.
  - (ii) The costs of all materials necessary to complete the Works based at the premises to which the Works are to be installed, as shown on the plans and drawings submitted by the Company which the Employer Purchaser is asked to approve in writing and discuss with his insurers prior to commencement of the installation.
- (g) The Employer shall be responsible for:-
  - (i) The provision of current drawings reflecting the layout of the buildings and associated plant
  - (ii) The cost of making the necessary preparations for the installation including any electrical wiring, building construction or excavation of any walls floors ceilings or tanks and making good or filling in any such structural alterations.
  - (ii) Any additional costs which arise as a result of the provision of incorrect information, variation to works or specification, or any alteration to the premises or drawings after receipt of order and/or approval by the Employer of the plans and drawings has been received by the Company.
  - (iii) Arranging for an adequate supply of water to the Installations.

### VARIATIONS

4. Any variations to the contract will confirmed by the company in writing and if these are not queried within 7 days they are deemed to be accepted and will be paid in full under the payment terms in clause 5.

### TERMS OF PAYMENT

- 5.(a) The quotation to be payable by monthly intervals without discount, the total amount due shall be calculated the gross total amounts of:
  - (i) The total value of works executed by the company without provision for set off
  - (ii) The total value of materials on site delivered in a timely manner
  - (iii) The total value of any variation work completed
  - (iv) Less the value of any previous interim payments.
- (b) Payments shall be due net cash against invoice/application and be fully in accordance with the intent of the Housing Grants, Construction 'scheme' and Regeneration Act 1996 and the late payment of commercial Debts (Interest) ACT 1998
- (c) Client's without prior trading account to settle account by pro-forma invoice upon demand

### GUARANTEE AND LIABILITY

- 6.(1) The Company undertakes to remedy with reasonable despatch any original defects or faults which are accepted by the Company as arising from faulty material or workmanship forming part of the Contract Works which under proper and normal conditions of use develop within six months from the date of despatch (or in cases where materials are concerned that are installed by the Company, within six months from the date of completion of the works ) provided that:
  - (i) Notice of such defects is given in writing to the Company within seven days of discovery of such defect.
  - (ii) (Unless the materials concerned have been installed by the Company) the materials are returned carriage paid to the Company within the said period of six months.
  - (iii) When replaced, any defective parts shall become the property of the Company.
  - (iv) The use of replacement parts not manufactured or recommended by the Company shall invalidate this Guarantee.Subject to the foregoing and the provisions of Condition 7:
- (1a) The Company undertakes no liability as to the condition, the merchantability or fitness for any purpose of the Works/Installations and all implied warranties and conditions statutory or otherwise as to such matters are hereby expressly excluded.
- (1b) Neither the Company nor its servants or agents nor any County Council or Public Authority in any way concerned will be liable for any direct or consequential loss or damage arising or resulting from:-
  - (i) any defect or failure to operate of the installation, howsoever caused any failure or delay in responding to any alarm signal or call howsoever caused
  - (ii) any act neglect or default (whether wilful neglect or otherwise of any of the above mentioned persons in the specification, design or manufacture of the installations or otherwise howsoever.
- 6.(2) No admission, act or omission made by the Company shall during the continuance of this contract constitute the waiver of or release the Employer/Purchaser from any liability hereunder.

**DATES OF DESPATCH**

7. Dates for despatch or completion of work or parts of it stated by the Company are given in good faith but no guarantee or warranty as to such dates is given or implied and the Company will accept no liability for delay in despatch or completion howsoever caused nor for any loss or damage arising or resulting therefrom including any insurance premium discounts due to the Employer/Purchaser from the originally anticipated date of completion. Save the aforementioned we reserve the right to recover our loss in expense as a result of delays caused by the client or their agents

**DAMAGE OR LOSS IN TRANSIT IN THE U.K.**

8. Where the price quoted includes delivery in the United Kingdom and carriage is by Public Transport Services the Company will repair or replace free of charge goods damaged or lost in transit provided the Carriers and the Company receive written notification thereof.
- (i) in case of damage, within 3 days of delivery or
  - (ii) in case of loss in transit, within 10 days from the date of despatch or in either case within such lesser period as may be permitted by the Carriers for the notification of such claim to them under the Carriers' current conditions from time to time.

**OWNERSHIP**

9. Title to the Works regardless of whether the Works shall have become attached to the Employer/Purchaser property shall remain with the Company until payment in full is made to the Company provided however that subject to the provisions of Condition 7 hereof the risk of any loss or damage or deterioration of the Installations from whatever cause arising shall be borne by the Employer/Purchaser from the time the Installations are despatched from the Company's premises to the Employer/Purchaser or his nominee or shall cease to be in the custody and control of the Company its servants or agents.

**EMPLOYER/PURCHASERS WORK AND RESPONSIBILITIES**

10. The Employer/Purchaser shall:-
- (i) Comply fully with the Health & Safety at Work Act and advise the company of the presence of any Asbestos or other dangerous substances that our employees or agents could come in contact with
  - (ii) Accept delivery, off load, provide a secure covered working area, and adequate space for any materials delivered.
  - (iii) Provide light and electric power necessary for the entire duration of the contract and where necessary safeguard trenches and keep them free from water at no cost to the Company.
  - (iv) Provide and lay the necessary water connections as detailed in the relevant quotation.

**FROST DAMAGE**

11. The Employer/Purchaser shall keep adequately heated at all times those areas in which pipes, valves or tanks charged with water are situated. The Company accepts no responsibility for any frost damage or consequential damage.

**EXTRA COSTS**

12. Any extra cost incurred or liability suffered by the Company owing to the suspension of work on the Employers /Purchasers instructions or to lack of instructions or mistaken instructions from the Employer/Purchaser or to any interruptions or delays attributable to the Employer/Purchaser, shall be added to the price of the Installations and paid for accordingly.

**TOLERANCES**

13. Performance and test specifications given by the Company and forming part of the contract concerning the Installations shall be subject to reasonable tolerance and rejection limits. Deviations from such figures shall not be made the basis of any claim against the Company and in no case shall the Company be responsible for performance and test specifications supplied by other sub-contractors or other co-operating parties.

**ALTERATIONS**

14. The Company may at any time alter the construction design or specification of the Installations for the purpose of improvements or any other modifications which may be considered necessary or desirable by the designers or engineers of the Company and the Employer /Purchaser shall accept any such alteration.

**CANCELLATION**

14. (i) If the Employer/Purchaser shall become bankrupt or insolvent or have a receiving order made against him or shall make any composition or arrangement with or for or make any conveyance or assignment for the benefit of his creditors or shall purport to do so or shall have any application made against him under any Bankruptcy Act, or if (being a company) any resolution is passed or an order made by the Court that the Employer /purchaser be wound up (save for the purpose of reconstruction or amalgamation) or a receiver or manager be appointed by any creditor or any act shall be done which would cause any of the foregoing to be done the Company shall be entitled to cancel the contract by written notice without prejudice to any other right of action which the Company may have at the date of such notice and shall be under no liability to the Employer/Purchaser for the cause of such cancellation.
- (ii) If the Employer/Purchaser fails to comply or by his act or omission it is clear that he does not intend to comply with these Conditions, the Company may by written notice to the Employer/purchaser determine this Contract without prejudice to any right of action which the Company may have against the Employer/Purchaser in respect of this Contract.
- (iii) Termination of a contract must be agreed by both parties in writing and be received by recorded delivery, should both parties not agree to termination then the contract shall remain valid.
- (iv) Should the purchaser cancel any order or contract with the supplier for whatever reason the supplier will be entitled to recover loss in expense, profit and damages as a result of this action from the purchaser.

**LAW**

15. This Contract is made under and shall be construed in accordance with English Law and the Company and Employer hereby agree to submit themselves to the exclusive jurisdiction of the English Courts.

**VALUE ADDED TAX**

- 16.(a) The Contract Price hereunder shall be increased as follows:
- (i) to the extent that the supply of the Installations is chargeable with Value Added Tax (V.A.T.) by the gross amount of the V.A.T. chargeable thereon:
  - (ii) to the extent that the supply of the Installations is exempt from V.A.T. by the increased sum which the Company is liable to pay in respect of V.A.T. (if any) on the supply to it of goods incorporated or to be incorporated in or services which contribute exclusively to the provisions of the Installations.

**OTHER RIGHTS AND REMEDIES**

17. Nothing in these conditions shall prejudice any condition or warranty (express or implied) or any right or remedy to which the Company is entitled by virtue of statute, common law or otherwise.