

1. Definitions

- I. In these conditions, "the Seller" shall mean Aluserv Ltd, "the Buyer" shall mean the person, firm or company to whom any quotation is addressed or with whom any contact is made.
- II. The seller only accepts orders on the basis of these terms, and where applicable the Special Conditions of the quotation which together supersede all representations, negotiations and orders and constitute the entire agreement between the parties to the exclusion of all other terms, conditions and warranties whatsoever and whether appearing in the Buyers order form or otherwise.

2. Quotations/Orders

- I. Our offer/quote is based on the understanding that all necessary information will be provided to us in advance to enable us to prepare working drawings for approval and thereafter working to the approved drawings as regard to details, dimensions and tolerances thereon.
- II. Our offer/quotation includes toughened glass units up to a maximum size of 1600 x 3200 and we reserve the right to use laminated glass on units above this size.
- III. The vertical deflection of the support structure after we have made our connection to it must not exceed +/-5mm under any loads subsequently applied (including self-weight of our system).
- IV. The structural design criteria for the project assume a design wind load of 1200kN/m² with mullion and transom members designed in accordance with your criteria.
- V. Our offer/quote assumes that suitable secondary steelwork will be designed, supplied and installed by others, and that it will meet your general requirements and will provide a minimum flat fixing face of 80mm.
- VI. All polyester powder coated surfaces are taped to provide protection during fabrications, transit and installation. We have not included for the removal of this tape internally or externally. This tape MUST be removed within 3 months.
- VII. Where metal surfaces are anodised or vitreous enamelled, colour variations may occur due to manufacturing process.
- VIII. All visible fixings to be self-coloured finish unless otherwise stated.
- IX. Our offer/quote includes for standard fixing cleat arrangement, special fixings may result in extra costs.
- X. Except where stated, our offer/quote includes for standard fittings, we give no assurances that special fittings are suitable for fixing to our products. Should special fittings be chosen, this may affect our prices, delivery period and programme.
- XI. To enable us to set out our works, we require data and gridline positions to be provided free of charge.
- XII. On **new build** work, we have included for exterior perimeter seal on Curtain Walling only. On **refurbishment work**, we have also included for exterior perimeter seal to windows, doors and ground floor framing using Low Modulus silicone from the standard colour range – maximum fillet size – 10mm x 5mm. Other types of sealant or fillet size are subject to approval and possible cost variation.
- XIII. We have NOT included for any electrical bonding conductors. If the design of the building require bonding conductors in accordance with IEE regulations, then these should be designed and installed by a specialist. We will provide all the necessary information to assist with the design.
- XIV. No provision has been made to accommodate movement's joints in the building structure.
- XV. No provision has be made for items of work (by others) which may be required to be hung or restrained from our system.
- XVI. Our offer/quote includes for Polyester Powder Coating from the standard RAL colour range in a matt finish. Non-standard, special colours or finishes may affect our price and delivery.
- XVII. The systems offered are subject to continuous research and development, which may bring about changes. We reserve the right to introduce such changes that will not detract from the overall performance following consultation with ourselves.
- XVIII. Our offer/quotation does not include for any special mock-ups, samples or testing. Should this be required, a meeting would need to be scheduled to discuss the testing specification and procedures in depth so we can obtain an accurate price for the testing to be carried out at an independent laboratory.
- XIX. It is the responsibility of the "Buyer" or "Specifier" to ensure that the product is appropriate to its application and that its use complies with all local and national registration, Building Codes, Standard Codes of Practice and any other requirements.
- XX. In the event of variations arising during the course of the design period prior to the issue of factory manufactured schedule, we will only be able to submit delivery dates as and when each variation occurs – subject to availability of materials and labour at that time.
- XXI. Protection of the works is strictly limited to the point where each component is fully and finally incorporated into the works and we would require a phased handover all our works.
- XXII. Anisotropy on toughened and heat strengthened glass is beyond our control. The variation in colour inside a heat processed unit is caused by different stresses inside the glass body due to the different cooling velocity of the various glass areas. This phenomenon is more visible under polarised light and is unavoidable.
- XXIII. The purpose of painted glass is to cover backing walls and/or surfaces and yet maintain aesthetics. For the purposes of visual inspection, they should be viewed from a distance of at least 3 metres and at 90° to the panel from the non-coated side of the glass. **THEY SHOULD NOT BE VIEWED IN TRANSMITTED LIGHT.**
- XXIV. Ceramalites – there are pinholes in the painted coating and a variance in paint density due to the application method. The pinholes and paint variances are inherent in spandrel panel production and can be most easily seen by holding the glass up to the light and viewing from the coated side.

3. Quotations

- I. Our offer is based upon normal working hours and assumes a one-continuous visit with uninterrupted access at all times.
- II. The quotation is offered on the basis that the sub-contract will be executed under an un-amended form of contract.
- III. Should the sub-contract programme be extended over and above the fixed price then these will incur extra costs.
- IV. After the duration of this fixed price period unless otherwise negotiated we shall assume that the quotation is subject to fluctuations in accordance with the NEDO price adjustment formula, series 2 work category 29 base month – Non-adjustable element 10%.
- V. For contracts under the value of £10,000 – we will work to issued architects drawings. Computer printout elevation drawings will be issued for dimensional approval. Working drawings for information / approval can be provided and will incur a cost of £900. If drawings are required for approval for contracts above £10,000, this will be looked and priced on an individual basis.
- VI. Should site conditions determine a contract lift is required – this will incur an additional cost over and above our general allowance for crainage.
- VII. Day work rates to be calculated as follows: Labour – Cost + 125%: Materials – Cost + 25%: Plant – Cost + 20%: LAD's – we do not take any responsibility for LAD's

4. Acceptance

- I. No order for the Seller's goods (whether pursuant to a quotation by the Seller or otherwise) is binding on the seller until acknowledged in writing by the buyer.
- II. Acceptance of the delivery of the goods or services (or part thereof) from the Seller shall be conclusive proof that the Buyer has accepted these terms and conditions as being the only ones affecting any contract between Buyer and the Seller.

5. Delivery

- I. The Seller makes every reasonable effort to meet delivery times stipulated in the quotation /order or otherwise agreed in writing by the Seller, but sometimes, through circumstances beyond the Seller's control may be unable to meet these times. Delivery times and dates should be used as an estimate only.
 - II. Consequently, the Seller will not be liable for any loss or damage (including inconsequential losses) caused to the Buyer which arise through late delivery.
 - III. A carriage charge will be made where the Seller delivers the goods, and all prices are ex-works unless otherwise stated.
 - IV. If the Buyer declines to accept delivery during normal working hours, then the Seller shall be entitled to make a reasonable charge for storage.
- 6. Warranty**
- I. Any warranty to the powder coating finish is null and void if the building is cleaned down with brick acid once our frames have been installed. This includes if carried in the wind and not just an area directly relating to where our frames have been fitted.
 - II. The standard industry warranty from the system supplier will be issued once full and complete payment is received by ourselves.
- 7. Payment**
- I. This offer is made without engagement and resulting order to make it a contract. Any such acceptance in writing may be subject to investigation of the Buyers Credit Status. We reserve the right to vary payment terms at any time on the basis of revised credit option.
 - II. In case of cancellation of order for any reason, we reserve the right to make appropriate charges to recover our costs, for example but not limited to: drawings, surveys and a percentage of the order value for any loss of profit.
 - III. Unless otherwise agreed payment is due upon receipt.
 - IV. If we issue a pro-forma invoice, the products will NOT be supplied until payment in full has been received and cleared by us.
 - V. If we do not receive full payment by the agreed date, your details will be passed to our external Debt Collection Agency and as such additional costs of 15% + VAT will immediately added to the total amount.
 - VI. If an account has been agreed then payment is 30 days from the end of the month the invoice was issued. If you have not paid in full by that date then:
 - a. We may claim the prevailing rate of interest under the appropriate statute for late payment for the whole period in which the debt remains unpaid.
 - b. We will be entitled to take action to recover the money and our costs incurred including loss of profit suffered by us.
 - c. We may insist on an advance payment account with us before continuing to supply to you.
- 8. Claims**
- I. Unless the Seller receives from the Buyer written notice of a claim for wrong delivery or damage to or loss of goods within 3 days of the date of delivery, then the lack of such notice will be conclusively deemed to show unqualified acceptance of the goods as being delivered fully in accordance with the delivery note. In the case of successive or instalment delivery, the claim must be made within 3 days or else the subsequent deliveries shall be made to the same standard.
 - II. Any claim by the Buyer for damage in transit shall be notified both to the carrier and the Seller in writing by the Buyer otherwise than on the carrier's documents within 3 days of delivery to which the claim relates. The Buyer shall not receipt the carrier in good condition if there is evidence of injury to packaging, but shall give a receipt according to the fact which its own examination reveals.
- 9. Title and Risk**
- I. The goods shall be at Buyer's risk as from delivery.
 - II. In spite of delivery having been made title in the Goods shall not pass from the Seller to the Buyer until the Buyer shall have paid the Price plus VAT in full.
 - III. Until title in the Goods passes to the Buyer in accordance with clause 8.2, the Buyer shall hold the goods and each of them on a fiduciary basis as Bailee from the Seller.
 - IV. Notwithstanding that the Goods (or any of them) remain the property of the Seller, the Buyer may sell or use the Goods in accordance with the in the ordinary course of the Buyer's business.
 - V. The Seller shall be entitled to recover the price plus VAT notwithstanding that the title in the Goods is not passed from the Seller.
 - VI. Until such time as the title in the Goods passed from the Seller the buyer shall upon request deliver up such of the Goods as have not ceased to be in existence or re-sold to the Seller. If the Buyer fails to do so the Seller may enter upon any premises owned, occupied or controlled by the Buyer where the Goods are situated and repossess the Goods. On making such request the rights of the Buyer under Clause 8.4 shall cease.
- 10. Cancellation**
- I. The Seller may immediately cancel this contract as to any future deliveries if the customer fails to comply with any of its obligations hereunder or becomes bankrupt or makes an assignment, agreement of composition with its creditors, or suffers distress or proves of execution to be levied on its property, or has a Receiver appointed for all or parts of its undertaking or assets or goes into liquidation (except for the purposes of reconstruction or amalgamation).
 - II. The Seller reserves the similar rights of cancellation if it appears provable or likely to the Seller that any of the above events will occur.
 - III. The Seller expressly reserves the right to suspend or terminate this Contract as to future deliveries where payment is not made by the due date notwithstanding that the Buyer has paid interest pursuant to 7.v.a above.
- 11. General Limitation**
- I. Except to the extent rendered void or unenforceable under any enactment, liability of the Seller arising under these Terms shall be limited to direct loss suffered by the customer and shall not extend to any consequential losses whatsoever and howsoever arising.
- 12. Proper Law**
- I. The agreement between the Seller and the Buyer shall be governed by and construed according to the laws of England which shall be the proper law.

For and on behalf of Aluserv Ltd

Design, manufacture & installation of architectural aluminium systems

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