

| PAYMENT TERMS

By accepting the estimate provided to you by Commercial Roofing and cladding Ltd you are accepting our terms of supply including our specific terms of payment which include, but are not limited to:

All projects are subject to a deposit or down payment to secure materials and plant. If projects are expected to last more than 2 weeks the total amount due will be split into payments. The first instalment (Due upon acceptance of estimate) All materials, plant hire and scaffolding are to be paid for in full prior to any works commencing, these terms will apply to any and all projects undertaken by us as a company, regardless of size, cost or length of the project. Subsequent payments will be required at either the midway point of the project or 2 weekly valuation, in which will be detailed our payment amounts for the following 2 weeks. All payments will be made in advance unless agreed prior to works commencing, depending on the length of the project. The final payment will be due upon completion of the project.

| DEFINITIONS, INTERPRETATION AND GENERAL

1.1 In these Terms:

Authorised Representative means a senior manager of the Company.

Business Day means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

CDM Regulations means the Construction (Design and Management) Regulations 2015.

Company means Commercial Roofing & Cladding Ltd.

Customer means the firm, company, contractor, subcontractor or other party with whom the Company contracts.

Contract means the contract between the Company and the Customer for the supply of Services in accordance with these Terms.

Contract Specification means the description or specification of the Services provided in writing by the Supplier to the Customer.

Goods means any goods or other deliverables supplied to the Customer by the Company.

Manufacturer's Warranties means the warranties given by any third-party manufacturer in relation to Goods supplied by the Company.

Order means the Customer's order for the supply of Services as set out in the Customer's purchase order.

Qualifying Services means supply of Services by the Company, where **(i)** the Services to be supplied are for the complete installation of a new roofing installation to the Company's own specification (not a Third Party Specification) and **(ii)** no Manufacturer's Warranties are provided by the relevant manufacturer in respect of the Goods comprised in such Services and Qualifying Services shall, for the avoidance of doubt, exclude any remedial work, remedial repair or patchwork to any existing roofing installation carried out by the Company.

Safety Legislation means the Health and Safety at Work etc. Act 1974, the Work at Height Regulations 2005 and the CDM Regulations.

Services means the services, including the Goods, supplied by the Company to the Customer as set out in the Contract Specification. Supply includes (but is not limited to) any supply under a contract of sale.

Terms means these terms of sale. Any reference in these Terms to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

| 2 CONTRACT TERMS, VARIATIONS AND REPRESENTATIONS

2.1 An Order constitutes an offer by the Customer to purchase the Services in accordance with these Terms. The Order shall only be deemed to be accepted when accepted in writing by an Authorised Representative of the Company at which point the Contract shall come into existence.

2.2 Any contract made between the Company and the Customer shall be subject to these Terms and, save as set out in these Terms, no representative or agent of the Company has authority to agree any terms or make any representations inconsistent with them or to enter into any contract except on the basis of them.

2.3 These Terms shall apply to the Contract to the exclusion of any terms that the Customer seeks to impose or incorporate or any inconsistent terms implied by law or trade custom, practice or course of dealing.

2.4 Except as set out in these Terms, no variation of the Contract, including the introduction of any additional terms shall be effective unless it is agreed in writing and signed by an Authorised Representative of the Company.

2.5 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract.

| 3 CUSTOMER OBLIGATIONS

3.1 The Customer shall: **(a)** ensure that the terms of the Order are complete and accurate and that any Third Party Specification is suitable, lawful and accurate; **(b)** provide the Company with adequate instructions and accurate information regarding the Services it wishes to purchase from the Company and shall co-operate with the Supplier in all matters relating to the Services including by complying with any reasonable request of the Supplier; **(c)** provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises and facilities as reasonably required by the Supplier to provide the Services; **(d)** ensure that its premises and all plant and equipment which is used by the Company's employees or sub-contractors or with which they may come into contact or be exposed complies with the Safety Legislation and all relevant statutory provisions (as defined therein) and all other obligations imposed by statute and common law relating to health and safety and will indemnify the Company against any loss, damage or expense in respect of any failure by the Customer to comply with its obligations in this regard; **(e)** comply with all applicable laws, statutes and regulations relating to the Services and obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;

(f) prepare the Customer's premises for the supply of the Services; (g) accept that, unless otherwise agreed in writing between the parties, all materials removed from the Customer's premises by the Company in the provision of the Services shall belong to the Company and the Company shall be free to use them as it sees fit; (h) supply a safe connection to a suitable mains electricity mains supply and provide water as required; (i) supply scaffolding, ladders and similar equipment and suitable hoists; (j) accept responsibility for any structural remedial necessary found to be necessary on removal of existing materials during the provision of the Services; and (k) protect from damage (howsoever caused) and theft any materials of the Company stored at the premises of the Customer and indemnify the Company against any loss, damage or expense in respect of any failure by the Customer to comply with its obligations in this regard.

3.2 If the Company's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default): (a) the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations; (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 3.1; and (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

| 4 Company Obligations

4.1 The Company shall provide the Services to the Customer (a) in accordance with the Contract Specification in all material respects and (b) using reasonable care and skill.

4.2 The Company shall use reasonable endeavours to meet any performance dates for the Services specified and agreed between the parties (including in the Order), but any such dates shall be estimates only and time shall not be of the essence for the performance of the services.

4.3 The Company shall have the right to make any changes to the services which are necessary to comply with any applicable law or safety requirement or which do not materially affect the quality of the services, and the Company shall notify the Customer in any such event.

| 5 Charges and Payment

5.1 The price for the Services shall be as set out in the Order. The Customer shall pay any and all taxes, duties and other governmental charges payable in respect of the Services. Prices assume that work will be carried out during normal working hours, the Company reserves the right to increase its charges where out of hours work is carried out at the request of the Customer.

5.2 The Company shall be entitled to increase its prices at any time to take account of any increase in the cost to the Company of purchasing any goods or materials or manufacturing, working on or supplying any goods or services (including, but not limited to, any such increase arising from any error or inadequacy or change to a specification or design provided by the Customer (or a third party on its behalf) (Third Party Specification) any delay caused by any instructions of the Customer or a third party or failure of the Customer or third party's failure to give the Company adequate or

accurate information or instructions or any change in labour costs, taxes or insurance premiums) and such increased prices ruling at the date of supply of Services by the Company shall be substituted for the previous contract price.

5.3 If the Customer fails to make any payment due to the Company under the Contract by the due date, the Company reserves the right to charge interest at HSBC Bank plc base rate plus 4% on all overdue accounts.

5.4 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law.

| 6 LIMITATION OF LIABILITY

6.1 Nothing in these Terms shall limit or exclude the Company's liability for **(a)** death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable) or **(b)** fraud or fraudulent misrepresentation or **(c)** any other liability which cannot be limited or excluded by applicable law.

| 6.2 Subject to Clause 6.1:

(a) the Company shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, goodwill or business opportunity (in each case whether direct or indirect) or any indirect or consequential loss arising under or in connection with the Contract; and **(b)** the Company shall not be liable to the Customer for: **(i)** any damage to the Customer's property save for damage to the structure and fabric of the roof and for water ingress to the extent caused by the negligence of the Company; or **(ii)** any loss (whether in contract, tort (including negligence), breach of statutory duty or otherwise) arising under or in connection with the Contract as a result of the Company following a Third Party Specification save to the extent caused by the negligence of the Company; and **(c)** the Company's total liability to the Customer in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise shall in no circumstances exceed the price paid for the goods and/or services under the agreed Order.

6.3 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

| 7 WARRANTY

7.1 In relation to Services that are not Qualifying Services the Company shall as far as it is able pass on to the Customer the benefits of any Manufacturer's Warranties.

7.2 In relation to Qualifying Services only and subject always to Clauses 7.3 and 7.4, the Company warrants that on completion of the supply of the Services and for a period of 12 months from the date of completion (Warranty Period) the goods shall be free from material defects in materials and workmanship. The Company shall at its sole discretion repair or replace or pay reasonable costs for the repair or replacement of the defective goods which the Company's examination confirms are

defective in accordance with this Clause 7.2.

7.3 The parties acknowledge and agree that:

(a) the Customer shall make a full inspection of the Services upon completion; and **(b)** the Customer shall notify the Company in writing with full particulars of any defects and the circumstances in which defects occurred, within 14 days of delivery in the case of defects apparent upon inspection and in the case of defects not so apparent provide such notification within a reasonable time of discovery (in any event within the Warranty Period); and **(c)** the Customer shall provide the Company with working access to examine the product of the Services without costs to the Company; and **(d)** the Customer shall take all appropriate steps to mitigate damage caused by the defective Services; and **(e)** the Customer shall provide the Company with adequate time and opportunity in which to repair or replace any part of the defective Services.

7.4 The Company shall not be liable for the defective Services if: **(a)** the defect arises because the Customer failed to follow the Company's oral or written instructions as to use or maintenance of the product of the Services or (if there are none) good trade practice; **(b)** the defect arises as a result of the Company following any instructions of the Customer or following any Third Party Specification; **(c)** the Customer or a third party alters or repairs the product of the Services; **(d)** the defect is due to circumstances which existed before the transfer of risk occurred and is not as a result of fair wear and tear; **(e)** the defect arises as a result of fire, storm, flood, bursting of water tanks or pipes, falling trees, impact, malicious damage, theft or attempted theft, accidental damage and is not as a result of fair wear and tear; **(f)** the product of the Services have been subjected to improper use, accident or improper maintenance by the Customer or a third party; **(g)** the Customer prevents the Company from remedying the defect; **(h)** such Services are not Qualifying Services, in which instance, the Company's only obligation shall be to, insofar as it is able, to pass on the benefit of the Manufacturer's Warranty in accordance with clause 7.1.

7.5 The repair or replacement of defective goods during the Warranty Period in accordance with Clause 7.2 shall not as regards to such goods extend the period of warranty therein provided.

7.6 The Customer's remedies under this clause shall be in place and to the exclusion of any other remedy to the Customer in relation to the defects (including latent defects) in the Services and any Goods including damage arising therefrom (whether the claims are based in contract, tort, negligence, indemnity or any other legal theory whatsoever). Any and all other warranties, terms and conditions, express or implied which may have otherwise applied in relation to such matter are excluded to the extent allowed under law.

| 8 Title and Risk

8.1 The risk in the Goods shall pass to the Customer on completion of delivery.

8.2 Title to the Goods shall not pass to the Customer until the Company receives payment in full for the Goods and any other goods and Services the Company has supplied to the Company in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.

| 9 Suspension and Termination

9.1 Without limiting its other rights or remedies, the Supplier may (at its discretion) terminate the Contract or suspend the supply of Services with immediate effect by giving written notice to the

Customer if:

(a) the Customer fails to pay any amount due under this Contract on the due date for payment; **(b)** in the Company's reasonable opinion, the Customer's financial position deteriorates to such an extent that in the Company's opinion the Customer's capability to adequately fulfil its obligations under the Contract is placed in jeopardy.

| 10 General

10.1 Force Majeure Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations.

10.2 Assignment and other dealings **(a)** the Company may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract. **(b)** the Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

10.3 Third Parties No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

10.4 Waiver No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

10.5 Notices **(a)** any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case). **(b)** any notice shall be deemed to have been received **(i)** if delivered by hand, on signature of a delivery receipt or **(ii)** if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

10.6 Governing Law This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

10.7 Jurisdiction Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

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