

## **STANDARD CONDITIONS OF TRADING**

### **1. PERIOD OF TENDER –**

This tender is conditional upon acceptance in writing within 30 days of the date hereof or such longer period as may be agreed in writing.

### **2. ADDITIONAL WORK OR VARIATIONS AND OVERTIME –**

- a) Any additional works (not being the subject of separate tender) or day works will be charged at the cost of those additional works or day-works, at the time the work is carried out, plus the percent additions to Labour, Materials, Fares and allowances and Sub-contracts according to the Daywork Charges agreement in force at the date of the contract.
- b) This tender is based on the work being done during the recognised normal working hours specified in the National Agreement of the Industry. Overtime authorised by the Customer, his Architect or other agent shall be an additional charge and be paid for at the rates ruling at the date the work is carried out.

### **3. WORKS AND FEES NOT COVERED IN THE TENDER –**

This tender covers the items of the Specification only and, unless otherwise expressly stated, does not include any of the following (for whatever purpose they may be required), viz: Builders', Joiners', Masons', Plumbers', Painters', Electricians', Stoking (except for testing the installation or parts thereof), or any other trades works; supply and erection of scaffolding, ladders or moveable platforms, hoisting and/or lowering gear; fuel, water, gas or electric current; lighting fees of District Surveyors, Insurance Inspectors or any other Inspecting Authority.

### **4. TERMS OF PAYMENT –**

Payment during the progress of the work shall be made at the rate of 90 percent of the value of materials delivered on the site (whether fixed or unfixed) and of the value of the work executed such payment to be made within 14 days of application and if such payment is not made then we may suspend or abandon the work and remove unfixed materials, tools and further equipment from the site. A further 5 percent shall be paid when the installation or parts thereof shall be notified as ready for beneficial use, and the balance one month thereafter. Our standard payments terms are 30 Days Due Net, unless otherwise agreed in writing. We reserve the right to make an additional charge based on the rate of 5 percent per calendar month on all outstanding accounts, or parts thereof as and when the aforementioned terms are exceeded.

### **5. PRICE FLUCTUATION –**

The tender is based on the market prices and rates of materials, labour, subcontracts and transport ruling at the date of tender. We reserve the right to amend the tender price and rates to meet any variations in these prices and rates due to legislation, Government Orders, Regulations or Directions, changes in the National Agreements covering wages and conditions in the industry or any other cause beyond our control occurring between the date of the tender and the completion of the work.

### **6. MATERIALS –**

The property in unfixed materials shall not pass until all materials shall have been paid for in full. All materials on the site fixed or unfixed are at the sole risk of the Customer and in the event of any of the same being damaged, destroyed or stolen we shall be entitled to full payment thereof and also any work damaged, destroyed or lost, and the cost of replacing any such materials and of reinstating or restoring any such works shall be charged as an extra under clause 2a, provided that the Customer shall not be responsible for any loss occasioned solely by the negligence of our employees.

### **7. FIRE RISK EXEMPTION –**

Notwithstanding anything contained in clause 6 hereof the customer shall be solely responsible for all loss or damage to the contract works arising from fire howsoever caused including unfixed materials on site for the purpose of carrying out the contract works and shall indemnify the Contractor against such loss or damage.

### **8. GUARANTEE –**

In place of any other conditions or warranties whether imposed by Statute or implied by Common Law, we undertake as follows:- We will repair or, if necessary, replace free of charge any materials or work found to be defective if the defect is due to faulty manufacture or bad workmanship and is brought to our attention within 12 months of the completion of the work provided nevertheless that:-

- a) We accept no responsibility for any drawing, design or specification not prepared by us, and submission of this tender does not constitute any warranty, guarantee, representation or opinion of the practicability of construction or of the efficacy, safety or otherwise of materials to be supplied or work to be executed by us in accordance therewith and the cost of any additional work caused by defects in any such drawings, designs or specifications shall be chargeable as an extra under Clause 2a hereof;
- b) We shall not be liable for any consequential loss or damage caused directly or indirectly by any defect or otherwise.
- c) We shall not be liable for any loss or damage direct or indirect nor for extra work entailed due to the apparatus being put into operation by the Customer or by us at his request before it is handed over for beneficial use.

### **9. DRAWINGS –**

Unless expressly stated drawings submitted with this tender shall not be binding as to detail.

### **10. THIRD PARTY LIABILITY –**

We shall not be liable for any claim whether brought against the Customer or against us either under any Statute or at Common Law by any person arising from any cause other than our negligence or that of our employees and the Customer shall indemnify us against any such claim and the costs of any legal proceedings.

### **11. COMPLIANCE WITH LAW AND GOVERNMENT REGULATIONS –**

Acceptance of this tender constitutes a warranty and representation by the Customer that he has complied with every applicable Statute Order in Council Regulation or Direction Bye-Law or other lawful requirements or instruction, whether of the Government or of any local or other lawful authority and in particular that he has lawfully obtained every necessary license, permit or authority that may be required in connection with the work.

### **12. COMPLETION AND DELIVERY –**

We shall make every effort to complete the work by the time stated but we shall not be liable for the delays due to strikes, lockouts or other causes beyond our control.

### **13. GENERAL –**

- a) The above conditions shall apply not only to this tender (if accepted) but to all orders subsequently placed with us by or on behalf of the same Customer in connection with the same work unless otherwise agreed in writing.
- b) Discounts - All quotations are strictly nett and do not provide for any discounts unless stated.

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