

## BURNHOUSE ENGINEERING AND FABRICATION-TERMS OF TRADE

### 1. **PRICE**

- (a) The price quoted is strictly net and based on current costs of equipment, materials and labour.
- (b) We shall be entitled to charge VAT at the current rate. Unless otherwise stated prices quoted exclude VAT.
- (c) The quote shall remain open for acceptance for a period of thirty days from the date of tender.
- (d) We reserve the right to amend the quoted price after it has been accepted to account for any variations in costs of equipment, materials and labour if work does not commence within a reasonable period of time.
- (e) We reserve the right to make an extra charge in respect of any period of time during which we cannot proceed with the work on account of delays, which have arisen through no fault of ours.
- (f) Quotations are based on work being done during our normal working hours unless otherwise agreed in writing with us.
- (g) Unless otherwise stated, the quote does not cover work by other trades or any statutory fees.
- (h) Any additional work or variations shall be charged on a time and materials basis or be the subject of a separate quotation.
- (i) Any defects or deficiencies found in the existing surrounding area, which require to be attended to for satisfactory completion of the quoted work, or to satisfy any statutory requirements and not specifically referred to in the quotation shall be the responsibility of the customer. If the customer arranges for any part or the whole of such work to be carried out by us, it shall be charged on a time and materials basis or be the subject of a separate quotation.
- (j) We shall take every care during the carrying out of the work but it is not always possible to avoid minor damage and we shall take every reasonable precaution to keep this to a minimum.
- (k) Work carried out, whether experimentally or otherwise, at the customer's request will be charged for on a time and materials basis.

### 2. **TERMS OF PAYMENT**

- (a) On completion of the work payment shall be due unless a thirty day credit facility is available. A thirty day credit account will only be offered after trading with us on a pro-forma basis on a minimum of three occasions.
- (b) Any progress payments, which will become due will be detailed in the quotation document.
- (c) Should work be suspended at the request of or be delayed by the customer we shall be entitled to payment for work already carried out and materials specially ordered.
- (d) All materials, plant, machinery and fitments or other goods to be installed or incorporated in the work, which have been delivered to site shall remain the property of Burnhouse Engineering until paid for by the customer.

### 3. **DRAWINGS**

- (a) Unless expressly otherwise stated, where drawings are submitted with a quotation they shall be demonstrative only.
- (b) No responsibility is accepted for any drawings or designs prepared by any other person or supplier. Any extra work caused by defects in drawings or designs shall be charged as an extra under Clause 1 (h).

### 3. **COMPLETION**

- (a) We shall make every endeavour to carry out the work within the period stipulated or if no period is stipulated, within a reasonable time but shall not be held responsible for any delay, loss or damage out of any cause beyond our control.
- (b) Due to changes in design by the manufacturer or through lack of availability we may not be able to supply the components originally specified in our quotation. In such an event we shall be regarded as having satisfactorily completed the work if we supply as near thereto as possible with the agreement of the customer an alternative item and the price shall be adjusted accordingly.

### 4. **CLAIMS**

- (a) Claims arising from poor workmanship must be made to us within three working days of completion of the work. All other claims must be made to us within 7 working days of completion of the work.
- (b) No claim, whether made within either three working days or seven working days, will be upheld if a signature has been received from the customer accepting satisfactory completion of the work.
- (c) Requests to make good free of charge, what may be perceived by the customer as poor workmanship will only be considered by us, provided there has been no attempt by the customer to rectify any fault. If it is found that the customer has attempted rectification then any work undertaken by us will be charged on a time and materials basis.

### 5. **CUSTOMERS PROPERTY**

- (a) Customers' property or property supplied on behalf of the customer to work on or for inclusion on a job will be held, worked on and carried at the customers risk.
- (b) We may reject any material supplied or specified by the customer, which appears to be unsuitable. Any additional cost incurred if materials are found to be unsuitable during production will be charged on a time and materials basis.
- (c) Where materials are supplied or specified by the customer, responsibility for defective work arising from these will not be accepted by us. Any rectification work will be charged for on a time and materials basis.
- (d) Should customer supplied software cause any damage whatsoever to any equipment or computer software belonging to us, the customer shall be charged for any repair as necessary and make good any loss of production time caused by their software.

### 6. **RISKS**

We shall be responsible for equipment, materials and labour supplied by us during the course of the work but shall not be liable to replace equipment already installed or redo any work already carried out by us, which may have been destroyed, damaged or stolen in circumstances where we are not at fault.

### 7. **GENERAL**

- (a) No liability is accepted for any loss or damage, direct or indirect nor for any extra work entailed due to the equipment being put into operation by the customer or at his request before it is handed over for beneficial use.
- (b) No liability is accepted for any defect in articles not manufactured by us and the conditions of taking out, repairing and replacing such articles shall be in accordance with the guarantee of the manufacturer.
- (c) No liability is accepted for any consequential loss or damage caused directly or indirectly by any such defect.