

EPOXY PRODUCTS LIMITED - CONTRACT TERMS

1. Definitions

In these Conditions:

"Applicator" means the person who undertakes the work on behalf of the Contractor

"Contractor" means Epoxy Products Limited;

"Contract Price" means the price payable by the Client to the Contractor for the Works, as varied in accordance with these conditions;

"Client" means the person named as such in the Quotation;

"Quotation" means the Contractor's signed Quotation referring to these Conditions;

"Goods" means all materials, plant, equipment and tools supplied to the Client;

"Works" means the Works as described in the Quotation.

2. Contract Formation

Written acceptance of the Contractor's Quotation by the Client constitutes a Contract for the Contractor to carry out the Works in accordance with these Conditions and all terms and conditions inconsistent with these Conditions are excluded.

The company reserves the rights to change these Terms and Conditions from time to time. This will not affect the Terms and Conditions that are agreed by the Customer at the time the Quotation was accepted

3. General Obligations

3.1 The Contractor will exercise reasonable skill and care in the performance of the Works.

3.2 The Contractor will comply with all Health and Safety requirements pertinent to the Works.

3.2 The Client will give the Contractor access to its premises as reasonably required by the Contractor to enable it to carry out and complete the Works without interference by the Client or by other contractors of the Client.

3.3 When the Works cannot be progressed due to circumstances beyond the control of the Contractor as a result of inadequate information being supplied by the Client the Contractor resumes the right to apply a charge of £100 per hour or part thereof to cover the cost of plant and labour.

3.4 The Client will be responsible for the supply of mains water, power, light and heating to a minimum of 15°C, at no cost to the contractor.

3.4 The Client will be responsible for securing the works area, including the clients own equipment and stock.

In particular the contractor will not be responsible for any damage caused to the work (or other areas) by contamination from rain, dust or other matter which are beyond the immediate control of the contractor.

3.5 The Client will be responsible for the removal of any debris resulting from the Work, including the cost of skip hire.

4. Variation

4.1 If the Client wishes to vary any of the Works it will inform the Contractor who will, as soon as practicable, notify the Client of the estimated cost of the variation and the effect on the Contract period.

4.2 Unless the Client withdraws his request for a variation when he receives the Contractor's estimate, the Contract Price will be adjusted in accordance with the Contractor's estimate (or as otherwise agreed between the Client and the Contractor) and an appropriate extension of time for completion of the Works shall be agreed.

4.3 If a variation is made orally, either the Contractor or the Client will confirm it in writing within 3 working days.

4.4 The Contractor will notify the Client if it encounters any difficulties which it could not have reasonably foreseen when submitting the Quotation and in those circumstances, a fair and reasonable adjustment to the Contract Price and Contract period will be made.

4.5 The Contractor reserves the right not to comply with any requests for a variation which would increase the value of the Works by more than 25% of the original Contract Price.

5. Contract Price & Payment

5.1 The Contract Price is stated in the Quotation and it may be varied in accordance with these Conditions.

5.2 The Client shall pay the Contractor the Contract Price as detailed in the Quotation.

5.3 Our standard payment terms are 50% of payment with order, balance on completion of contract.

5.4 Late payment entitles the Contractor to interest at 4% above the Base Rate of Natwest Bank Plc from the due date until the date of actual payment.

5.5 If the Client wishes to withhold any payment which has become due, he shall, not less than 5 days before the final date for payment of that amount, give notice to that effect to the Contractor specifying in the notice each amount to be withheld and the reasons.

5.6 Goods remain the property of the Contractor until payment has been received in full.

6. Insurance

6.1 The Contractor shall take out and maintain the following insurances (except as otherwise agreed or stated in the Quotation):

Public Liability Insurance for £5,000,000.

Employer's Liability Insurance for £10,000,000.

6.2 The Contractor will provide the Client upon request during the Contract period evidence that the insurances are in place.

6.3 Where the Works are to be carried out in an existing building, the Client will be responsible for insurance of the Works with the Contractor named as co-insured.

7. Handover & Defects Liability

7.1 The Contractor will give the Client notice of its intention to hand over the Works and give the Client the opportunity to inspect the Works prior to handover. The Contractor will confirm the date of handover to the Client.

7.2 Completion of the Contract shall take place on completion of the Works and the Customer will sign off the work. Once signoff has occurred you are legally bound by these Terms and Conditions. If there are any disputes with the work, the work must not be signed off. Sign off is at the Customer discretion. Any damages and marks found in the floor that have been caused by the Applicator will only be rectified if pointed out to the Applicator before the Customer has signed off the work. Any damages noticed after this time i.e. the following day, will be assumed to be the fault of the Customer and will not be rectified.

7.3 The Contractor will be responsible for remedying defects in the Works which appear within 12 months from the date of handover and which are notified to the Contractor within 14 days by the Client who will give the Contractor full access to carry out any remedial works.

7.4 The Company shall be under no liability whatsoever in respect of any defect arising from subsidence or building movement. Nor shall the Company be under any liability for problems due to rising or inherent moisture, absence of a waterproof membrane, oil or chemical contamination, damage caused by physical impact or normal wear and tear. It is the Customers responsibility to get the sub floor checked prior to the Work taking place and to make sure that the sub floor is in the correct condition.

7.5 The Contractor will have no liability to the Client, in contract or in tort, for any indirect or consequential loss incurred by the Client, including but not limited to loss of use or loss of profit. The sole responsibility of the Contractor will be to remedy defects for which it is responsible and which are notified to it during the 12 months defects liability period.

7.6 The Company shall be under no liability under the above guarantee if the Contract Price is not paid on the due date from the date that the payment is due until such a time as the Contract Price is paid in full. The Customer's statutory rights are not affected. If the Customer has any doubts as to their statutory rights they should seek independent legal advice.

8. Termination

8.1 The Contractor may give notice to terminate the Contract if the Client fails to make any payment becoming due within 30 days of the due date or commits any other material breach of the Contract.

8.2 The Client may give notice to terminate the Contract if the Contractor commits a material breach and, in the case of a breach capable of remedy, fails to take steps to remedy the breach within 28 days of being requested to do so in writing.

8.3 Either party may terminate the Contract if the other party becomes insolvent or has a receiver, manager or administrative receiver or liquidator appointed.

8.4 Termination will not affect the accrued rights and liabilities of the parties at the termination date.

9. General

9.1 Notices

All notices shall be in writing and effective when delivered to the address for service of the recipient as shown on the Quotation, or to another address of which notice has been given under this clause. Notices sent by post shall be treated as delivered 2 working days after posting.

9.2 Assignment

Neither party will assign any of its rights or obligations under the Contract without the prior written consent of the other.

9.3 Disputes

Every dispute shall be finally determined by the courts of England.

9.4 Governing Law

The Contract shall be governed by the laws of England.

9.5 Entire Agreement

The Quotation and these Conditions constitute the only agreement between the parties and supersede any previous arrangements, agreements or understandings relating to the Works.

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Specification summary

As per our estimate dated Specification number

Summary of Guarantee Offered - Please see over for full details

- We confirm a 12 Month guarantee period is offered on all our flooring system.
- As we both manufacture and apply our products we are able to offer a guarantee to cover **both** aspects. This is important and not all applicators can offer that reassurance.
- If, in the opinion of Epoxy Products Limited, a product defect occurs Epoxy Products Limited will complete the necessary remedial treatment free of charge.
- This Guarantee specifically excludes physical impact damage or problems associated with sub-base movements, subsidence, cracking, rising or inherent moisture or normal wear and tear.

Confirmation of acceptance of estimate

Unless otherwise stated, our estimate assumes work to be completed during weekdays and during normal hours.

Our standard payment terms are 50% of invoice value upon confirmation of order, balance payable on completion of contract.

Please confirm your acceptance by signing and returning a copy of this document to our offices.
I have read and agree to the terms and conditions of contract and have full authority to sign this document.

.....
Signed Name

.....
Company Date

Company order number