

Commercial Terms and Conditions of Trading

1. General

- a) Acceptance of the quotation\estimate in whole or in part, includes acceptance of the following Terms and Conditions in full
- b) The buyer acknowledge that before entering into a contract for the purchase of any goods from the seller he has expressly represented and warranted that he is not insolvent and has not committed any act of bankruptcy, or being a company with limited or unlimited liability, knows of no circumstances which would entitle any debenture holder or secured creditor to appoint a Receiver, to petition for winding up of the company or to exercise any other rights over or against the company's assets.
- c) All representations, statements, understandings, proposals, negotiations, and or agreements (other than those given in writing) are expressly excluded from the terms of this contract.

2. Period of Estimate/Quotation

- a) The Estimate/quotation remains open for 30 days unless previously withdrawn. Thereafter, the Estimate/quotation is subject to confirmation or adjustment by the contractor.
- b) Unless otherwise expressly agreed in writing by the Seller no goods shall be supplied by the Seller to the Buyer except in accordance with these Conditions, which supersede an earlier sets of Conditions appearing in the Seller's catalogues or elsewhere. These Conditions shall constitute the entire Terms and Conditions of the contract between the Buyer and the Seller and, in the event of any conflict, these Conditions shall override and prevail over any terms or conditions stipulated incorporated or referred to by the Buyer whether in the order or in any negotiations or otherwise.
- c) Any waiver by the Seller of any one or more of these Conditions does not constitute a permanent waiver of any Condition so waived nor a general waiver of these Conditions as a whole, and nor does the same in any way prejudice the exercise of the Seller's rights hereunder.
- d) Directors of companies signing on behalf of companies accept personal liability in respect of any breaches of these terms and conditions.

3. Basis of the Estimate/Quotation

a) All increases or decreases in Labour and/or material cost arising after the date of the tender may be recovered from or allowed to the customer unless the tender expressly excludes this

Condition.

b) The estimate/quotation is based on all the works being undertaken during normal working hours, i.e. 0900 hrs –1700 hrs Monday to Friday excluding public holidays.

c) Variations to original order and/or additional work shall be charged on time and material basis at a minimum labour rate of £60.00p per man hour or part thereof.

d) The laying of cables and conduits runs is by shortest practicable routes.

e) Work by other Trades, any statutory fees, or charges for work done by Supply Authority or Local Authority are not included.

f) Whilst reasonable care will be taken, the Estimate/quotation does not include for incidental redecoration or other work consequent upon the proper execution of the work. Specifically excluded are the following trades:

Painting / Plastering / Carpentry / Glazing / Tiling / Carpet / Carpet Tile Laying

g) Photographic illustrations are intended as an indication and not a full representation of equipment to be installed and or supplied and thus are not binding on the company.

h) In some circumstances we reserve the right to install reclaimed devices and or accessories without affect to the estimate/quotation.

4. Terms of Payment.

Payment in full shall be due on completion of the work and shall be made within 7 days of the date of a written application/invoice submitted by the contractor.

a) Where the Contract Period is in excess of 2 weeks, and or the material content of the contract is such that the contractor deems it necessary, written applications/invoices may be submitted at will for the total value of work executed – less previous payments – the net amount due must be paid by the customer within 7 days.

b) Pay when paid contract terms and or conditions are expressly excluded from this contract.

c) Failure by the Customer to make any payment as aforesaid shall entitle the Contractor to suspend work and/or charge interest on the amount outstanding at a rate of 1.5%, calculated monthly from date of invoice.

d) In addition to the right to charge interest on sums due, we also reserve the right to levy administrative charges in respect of time and attendance required recovering sums due. Such charges take effect once outstanding sums due exceed 45 days and may be back dated to the date the invoice fell due and may be levied until such time as all outstanding charges are paid in full.

e) Such charges will be in accordance with hourly rates charged by Reed Accountancy (For a Senior Credit Controller) at the time the debt falls due on a pro rata basis. Services chargeable under this section shall include, but not be restricted to the following:

Phone Calls / Letters (Merged) / Letters (Bespoke) / Court Attendances / Faxes / Preparation of Court Documents /Attendances General

f) Any goods delivered and/or installed, shall remain the property of Samuels Electrical until full payment has been received. The company can at any time re-possess goods that have been delivered and/or installed if they have not been paid for in full. Samuels Electrical shall not be liable for any losses and or damage caused from such action.

g) Goodwill credit notes issued are time restricted and thus valid only if payment in full of the balance outstanding is received within 7days.

5. Completion

a) The Contractor shall endeavour to carry out the work within the period stipulated or, if no period is stipulated, within a reasonable time, in any event the contractor shall not be held responsible for any loss or damage arising out of delay due to any cause beyond or within the contractors control.

b) Where works are completed in the absence of the client and or his/her/their representative/s, the appropriate job sheet shall be faxed, emailed, posted or dictated by phone to the client.

Discrepancies in hours/materials charged for must be brought to the attention of Samuels Electrical in writing within 48hrs from receipt of information, after which time no deductions and or

Alterations to the associated invoice whether signed for or not may be entered into.

C) Where access to Switch Rooms and/or Cupboards is required in order to obtain the required test results and or to complete other works, it is the duty of the client to ensure easy and

Unrestricted access. Where delays and or site revisits are required due to lack of access, such visits and or waiting time will be charged for separately at the rate of £60.00p per man hour or part thereof.

6. Consequential Loss or Damage.

Without prejudice to the Customer's Statutory rights, the Contractor will pass to the Customer the benefit of any guarantees the Contractor has received in respect of materials supplied by the Contractor and undertakes to repair or, if necessary, replace free of charge any materials or work found to be defective if the defect is due to faulty workmanship by the Contractor, his servants or agents is brought to his attention within 12 months of the completion of the work, provided nevertheless that:

- a) The Contractor accepts no responsibility for any materials, drawing, design or specification not supplied and or prepared by him.
- b) The Contractor's responsibility to the Customer is limited to the fulfilment of the contract in a proper and workmanlike manner and the contractor shall not be liable for any consequential loss or damage arising out of the execution of the Contract, unless due to the negligence of the Contractor, his servants, or agents.
- c) The Contractor shall not be liable for any wear and tear, loss or damage, direct or indirect nor for any extra work entailed due to the apparatus being put into operation by the Customer or by the Contractor, his servant, or agents at the Customer's request before it is handed over for beneficial use
- d) The repair or replacement of any faulty work or materials shall only be carried out by the Contractor, his servants, or agents; otherwise the Contractor's warranties as to repair or replacement shall not apply.
- e) The Contractor will take reasonable care but accepts no liability for damage to contents, fixtures and/or fittings that have to be moved by the Contractor or his workmen in order to carry out the Contract Works. Without prejudice to this the Contractor will maintain adequate Liability for at least the duration of the Contract.
- f) The contractor shall not be liable for defects latent or otherwise which may become apparent as a result of the proposed works.

g) The contractor shall not be liable for loss of computer information and/or soft/hardware caused due to loss of power as a result of the proposed works.

h) Where decorative finishes are disturbed and the making good has been included within the estimate/quotation, such making good will be to a reasonable, but not decorative finish.

i) The all costs pertaining to the reinstatement of False Ceilings and or Floor Coverings removed as part of the works, is specifically excluded from all contracts unless otherwise stated in writing.

j) The contractor shall not be liable for damages caused to fixed and or portable equipment damaged as a result of testing and or inspections as required by BS7671.

k) The value of fixtures and/or fittings issued to the contractor by the client and or his representative, for installation and or incorporation into an installation, is not to exceed £150.00p per single item. Where the sum of £150.00p is exceeded the contractor will not be held liable in the event of damaged and or breakages as a result of the works.

l) Unless otherwise stated in writing Servers will not be subjected to intrusive Portable Appliance Testing.

7. Guarantees

a) The customer guarantees to provide adequate security and to reimburse the contractor for the full cost of Tools and or Plant left on site for the duration of the works in the event of the same being lost or stolen and or damaged in fire or flood.

8. Certificate

No certificates will be issued if require until payment is paid in full

9. Cancellation

Cancellation of goods and or services whether delivered or not following written and or verbal confirmation, will be subject to the following charges:

General Contracting Materials Cost Less 50%

Stock Light Fittings Cost Less 50%

Specially Ordered Fittings & or Appliances/Accessories Full Cost (No Return)

Labour Full Cost Less 50%