

INTER STEELS LIMITED STANDARD CONDITIONS OF TRADING

(A) INTRODUCTION

- (i) In these Standard Conditions of Trading the following expressions shall have the prescribed meaning as follows:

'Customer'	the party to whom the quotation is addressed.
'Contract Sum'	the sum set out in the quotation./order
'Works'	that described on the quotation and/or specification and/or drawings and to be carried out in accordance with National Structural Steelwork Specification but specifically excluding testing as defined within section 5 therein and any associated costs

- (ii) This contract is based on the following conditions of trading, and the conditions shall be deemed to be incorporated in any contract based upon this quotation to the exclusion of all other terms and conditions whatsoever (except as otherwise agreed in writing expressly referring to these conditions between the Customer and **Inter Steels Ltd.**). This quotation is open for acceptance only by the written Order of the Customer within 30 days of the date of the quotation subject to the option and discretion to extend the date by **InterSteels Ltd.**

- (iii) For the avoidance of doubt, all Works undertaken in connection with this quotation, and subject to these conditions, shall be deemed to be "construction operations" within the meaning of S105 of Part II of the Housing Grants Construction and Regeneration Act 1996 (hereinafter the "HGCRA 1996") and thereby the contract referred to in sub-clause A(ii) above shall be deemed to be a "construction contract" for the purposes of the HGCRA 1996.

(B) DRAWINGS

The plans, drawings, specifications and samples submitted by the Inter Steels Ltd.(whether before or after making of a contract) are the property of the Inter Steels Ltd.to be used by the Inter Steels Ltd.only. They may not be used by the Customer or reproduced, or communicated to a third party without the Shopfitter's written consent.

It is a term of this contract that all drawings information and the like and the provision of any other service or facility must be given in due time for Inter Steels Ltd. to carry out the works in accordance with the agreed programme. In the event that the works are delayed for any cause not the fault of Inter Steels the provisions of this contract shall apply.

(C) VARIATIONS.

- (i) The quotation, specification and drawings describe the Works allowed for, and variations caused by the requirements of the Customer ,Local Authorities or Surveyors on account of revised drawings or otherwise or by physical conditions on site which were not known to Inter Steels Ltd. at the date of quotation or by changes in the Customer's instructions will be charged or credited for appropriately. The Contract Sum shall be adjusted accordingly.
- (ii) Inter Steels Ltd. agrees to complete the Works within the time stated in the quotation or within any extended time pursuant to sub-clauses H(and/or K below. Overtime work at the Customer's request or to complete the Works within the time stated in the quotation which otherwise would be delayed due to delays for which **Inter Steels Ltd.** are not responsible of any kind or the time so extended may be subject to extra charge at **Inter Steels Ltd** discretion which will be added to the Contract Sum.
- (iii) variations are to be given or in the case of verbal instructions confirmed in writing. Inter Steels reserve the right to not carry out any additional works until the item is instructed in writing and price agreed.
- (iv) any variations that require CAD works after the issue of the contract drawings will be subject to a charge for the CAD work of £45.per hour

(D) MATERIALS

- (i) In so far as **Inter Steels Ltd.** designs the Works and/or selects materials in connection with this quotation, or in connection with variations thereto, Inter Steels Ltd. warrants to the Customer that the **Inter Steels Ltd.** has exercised reasonable skill and care in the preparation of such designs and the selection of such materials insofar as the use or purpose of the Works has been made known to the **Inter Steels Ltd.** the Customer or should otherwise have been reasonably known by **Inter Steels Ltd.**.
- (ii) **Inter Steels Ltd.** will use reasonable endeavours to minimise dirt films on steel from storage transport or erection, no allowance has been made within the contract for cleaning down steel on site and this is specifically excluded form our scope of works.
- (iii) **Inter Steels Ltd.** gives no warranty as described in sub-clause D(i), or at all, in respect of designs, products or materials which have been supplied and/or specified by the Customer and which are referred to in the quotation.
- (iv) Any existing structures or materials on the site replaced by new work will be taken away and will become the property of the **Inter Steels Ltd.** unless agreed otherwise in writing.
- (V) In the event that any dimensions details setting out are not as set out in the contract or agreed to be provided to **Inter Steels Ltd.** then the provisions of clause (H) shall apply and all cost incurred shall be reimbursed to **Inter Steels Ltd.**

(E) INSURANCE

The risk in all materials and products, which are both delivered to the site and intended to be incorporated in or form part of the Works shall pass to the Customer upon delivery.

The Customer shall, in the joint names of the Customer and **Inter Steels Ltd** insure the Works, all materials delivered and intended for incorporation therein and the premises within which the Works are performed, for the full reinstatement value thereof in the event of loss or damage howsoever caused, including the cost of securing the premises and/or the Works and removing debris etc.

(F) OWNERSHIP

The property in any materials and products, which are supplied to the Customer shall not pass to the Customer unless and until the Customer pays **Inter Steels Ltd.** for all materials supplied under the order or series of orders.

(G) FIXING FACILITIES AND ATTENDANCES.

The Customer shall provide the **Inter Steels Ltd.** with full free and uninterrupted access to the site at all times and shall provide on site, **without charge**, an adequate supply of water and electricity during the process of the Works and secure facilities for the storage of plant and materials necessary for carrying out the Works.

No allowance has been made for the drilling of masonry or stone work or backgrounds of any kind. Such work is in the scope of the Customer / main contractor

The contract includes for site operations to executed in one continuous visit to site unless stated otherwise in the quotation. Additional visits caused by any matter not the fault of **Inter steel Ltd.** will be subject to additional a charge of the additional costs incurred subject to the minimum charge of £500.00

Inter Steels Ltd. accept no responsibility for dimensions or sizes provided by the customer.

Any delays, extra work or costs or losses caused as a consequence of the failure for any reason of the Customer to provide such access, supply or facilities shall be charged to the Customer as an addition to the Contract Sum. The Customer shall supply the following specific attendances free of charge:

- hard access (hardcore or similar) for wheeled vehicles up to 22 m long and 40 tonnes in weight.
- Hard standing for rubber tyred mobiles cranes and boom access machines up to 40 tonnes in weight - failure to provide the hardstanding will delay the commencement and completion of the work
- Safety health and welfare facilities in accordance with all relevant health and Safety legislation.
- The safe and secure custody of **Inter Steels Ltd** materials in designated clean areas on site.

(H) Programme and Delays to the Works

Inter Steels Ltd. agrees to complete the Works within the time stated in the quotation or within any extended time pursuant to these terms and conditions of contract .

Any date agreed is contingent upon all dimensions ,sizes drawings and specification if any is returned by and stamped as being approved by the customer.

Inter Steels Ltd. shall not be responsible for loss or delay resulting from causes outside his control these causes include the inability to obtain essential materials including steel sections and including but without limitation, strikes, lock-outs, "working to rule") and the Works may be partially or wholly suspended until the dislocation in working or the cessation of the cause of the delay.

Extension of time

In such circumstances the time for completion of the work shall be extended by the time of any actual or deemed suspension and any loss or expenses arising therefrom shall be borne by the Customer and paid to **Inter Steels Ltd** .by the way of an addition to the Contract Sum.

Acceleration

In the alternative to an extension of time for completion the Customer may and **Inter Steels Ltd.** at its absolute discretion may agree to accelerate the progress and carry out reasonable endeavour to achieve completion by the date of completion or any other agreed revised date. The cost of all resources engaged to attempt to achieve such date shall remain payable irrespective of the actual date of completion.

(J) DEFECTS AFTER COMPLETION (AND LIABILITY)

Subject to sub-clauses (D) should any defects arise which are due to faulty materials supplied or workmanship carried out by **Inter Steels Ltd** and/or his sub-contractors they shall be rectified by **Inter Steels Ltd.** without charge provided that notice of such defects shall be given in writing by the Customer to **Inter Steels Ltd.** within 14 days of discovery of the defects and in any event within 3 calendar months of practical completion of the work.

of the HCGRA 1996 or any revision thereof. Such an adjudication shall be conducted under the Adjudication Rules of the Association of Independent Construction Adjudicators for the time being in force at the date of Notice of Adjudication thereunder.

(K) PAYMENT

- (i) **Inter Steels Ltd.** shall be entitled to invoice for the Contract Sum (as duly adjusted under these conditions) as soon as practicable after completion of the Works or after handover of the substantial part of the Works to the Customer, whichever is the earlier.
The final date for payment thereof shall be 14 days from the date the invoice is received by the Customer.
- (ii) For Works planned or extending over a period in excess of 4 weeks, including preparation Works off site prior to commencement of Works on site, **Inter Steels Ltd.** shall be entitled to raise invoices for interim payment of portions of the Contract Sum (as duly adjusted under these conditions).
Such invoices may be issued at not less than fortnightly intervals. The final date for payment thereof shall be 7 days from the date the invoice is received by the Customer.
- (iii) The amount invoiced shall be deemed to be the amount due for the purposes of this clause K.
- (iv) all subject to (v) below If the Customer intends to withhold a payment, in whole or in part, from amounts due in respect of each invoice after the final date for payment thereof, the Customer shall give notice to that effect not less than 4 days prior to the said final date for payment in each case.
The notice shall state the amount proposed to be withheld and the ground for withholding payment or, if there is more than one ground, each ground and the amount attributable to it. If the Customer shall fail to give such notice of withholding payment the Customer shall pay the amount due in full.
- (v) Without prejudice to any other rights or remedies **Inter Steels Ltd.** may possess, if the Customer fails to make a payment in accordance with this contract by the final date for payment thereof **Inter Steels Ltd.** shall be entitled, subject to 3 days prior written notice, to suspend the undertaking of the Works until the Customer shall make such payment.

The time for completion shall be extended accordingly and any costs loss and/or expenses arising therefrom shall be borne by the Customer and paid to the **Inter Steels Ltd.** by the way of an addition to the Contract Sum.
- (vi) Without prejudice to any other rights or remedies **Inter Steels Ltd.** may possess, in the event of non-payment or late payment **Inter Steels Ltd.** shall be entitled to interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and all subsequent amendments thereto and Orders issued thereunder.
- (v) **unless agreed in writing by Inter Steels Ltd. no retention set off or counterclaim shall be applied to or deducted from payments made or monies due to Inter Steels Ltd.**

(L) DETERMINATION

In the event of the Customer's premises being destroyed or substantially damaged by fire, the Customer shall be at the liberty to determine the employment of **Inter Steels Ltd.** under the contract by written notice to the **Inter Steels Ltd.** The customer shall be liable to pay **Inter Steels Ltd.** the value of the Works actually executed and materials and products supplied or appropriated to the contract and any loss ad/or expense caused to the Inter Steels Ltd. within 7 days of the determination of employment.

(M) FIXED PRICE TERMS

This quotation is net and does not allow for any discount, trade or cash, except as may be expressly specified therein.

Unless specifically stated to be given on a "fixed price contract" basis, quotations are based on current prices of materials and products, current wage rates as nationally agreed, employment conditions and statutory liabilities accordingly the contract sum shall be subject to fluctuation in price as set out herein.

Increases or decreases of the Contract Sum will be made for changes which occur to the forgoing current prices either before the commencement of the Works or during its progress. Such changes include but not limited the increase costs of raw materials.

Inter Steels Ltd. shall furnish evidence of changes in the prices of materials and products and/or labour if required by the Customer.

If the quotation is given on a "fixed price contract" basis then the Contract Sum will be increased or decreased to take account of changes in Inter Steels Ltd. statutory liabilities notified and taking effect after the date of the contract and before practical completion of the Works.

(N) VAT

All references to the "Contract Sum" in these conditions are references to such sum exclusive of any tax and the customer shall pay to the Inter Steels Ltd. any tax properly chargeable by the Commissioners of H M Customs & Excise on the supply to the Customer of any goods and services by the Inter Steels Ltd. under this contract.

(P) ADJUDICATION

Should any dispute or difference arise between the parties under the contract then either party shall have the right to refer that dispute or difference for adjudication to an Adjudicator to be appointed by the Association of Independent Construction Adjudicators all in accordance with the Section 108

(N) SCHEDULE OF DAYWORK AND STANDING TIME CHARGES.

In the case of work being executed on daywork basis the following rates shall apply .

Class of labour	Hourly Rate
Plant and equipment	Hourly rate
Materials	Cost plus 20%