



ARCHITECTURAL METAL PROFILES Terms

1. Prices exclude V.A.T.
2. If the quotation is acceptable and the buyer wishes to proceed with the contract our standard payment terms are on a proforma basis only and its contents agreed on here-in.
3. Materials are produced and manufactured to suit the agreed programme dates. Should these dates be delayed due to no fault of ARCHITECTURAL METAL PROFILES Limited then the completed materials will be delivered to site or a location nominated by the Main Contractor/ Client.
We are unable to provide storage at our manufacturing facility. If this condition should arise then we will require immediate payment for the materials and the insurance risk will not be the responsibility of ARCHITECTURAL METAL PROFILES Limited.
4. We have not included for any lead flashing for sealing to the surrounding structure. We have not included for protection to our work other than the provision of protection to the aluminium members for transport and access purposes. We do not include for the cleaning of glazing materials or aluminium after installation. We have not included for the protection of work carried out by other trades, specifically roofing services used to access our works. All protective hoardings, scaffolding, work platforms and mechanical hoisting facilities to suit our requirements to be provided and erected for our use free of charge by others. We assume that suitable storage areas will be provided free of charge by others for our materials within a reasonable distance of the working area.
5. If required we will install to existing and accurately prepared building works, timber kerbs and steel frames by others. ARCHITECTURAL METAL PROFILES will not be responsible for failure of its products due to existing ill-prepared building works etc.
6. Materials are installed in a clean condition. We have not included for any further cleaning down after our progressive works. We highlight this item which also includes glazing materials, metal work and coating as our experience shows that units are likely to be contaminated by the operations of other trades.
7. ARCHITECTURAL METAL PROFILES guarantee its installation only. ARCHITECTURAL METAL PROFILES Limited are not responsible for any access which remains the responsibility of the primary contractor should any incident arise which requires a re-visit to rectify. Glass units can not be guaranteed for breakages and unit breakdown. We reserve the right to evaluate every reported incident on its merit and ARCHITECTURAL METAL PROFILES Limiteds decisive measures thereafter.
8. Continuing a policy of constant research and development. ARCHITECTURAL METAL PROFILES reserve the right of product and design change without notice or obligation. The draught persons rendering only, may not reflect actual characteristics of the finished item.
9. If we are instructed to carry out variations to the contract on a day work basis, the following rates will apply:
Foreman £44.00 per hour
Fitter £30.00 per hour
Materials cost plus 20%
10. No retentions or MCD are allowed within tenders/quotations unless written and signed agreement between ARCHITECTURAL METAL PROFILES and the buyer before hand.
11. ARCHITECTURAL METAL PROFILES will not offer any Bond Agreement.
12. ARCHITECTURAL METAL PROFILES cannot be considered liable for third party damage to property in the event of electrical failure of its products. All maintenance of all electrical components are the responsibility of the customer once handover of the product is signed for. Adequate records for maintenance must be retained by the customer with maintenance being carried out on an annual basis by an approved electrical contractor.

ARCHITECTURAL METAL PROFILES Conditions of Sale

1. Form of Contract
(a) Exclusion of Terms Inconsistent Herewith.
The following conditions apply in all cases. If the terms and conditions stated in the buyer's order are Inconsistent herewith, or if they contain a provision having an effect similar to these conditions or purporting by other means to exclude these conditions, our acceptance of such an order shall constitute a counter-offer and the Buyer shall be deemed to have accepted these conditions.
(b) Variation and Waiver.
No variation, cancellation or Waiver of these conditions shall be valid unless made in writing and signed by our duly authorised representative.
2. Representation Before Contract.
If a buyer wishes to rely upon representations made by us or on our behalf, but not expressly embodied in any tender, estimate, contract or sub-contract to which these terms apply, the Buyer must give us written notice of such reliance before placing an order or signing a contract or sub-contract with us and shall not otherwise be entitled to rely on such representation.
3. Acceptance.
Our offers, tenders, estimates, quotations (hereinafter referred to as tenders) and price lists, are without engagement. Any acceptance of order shall be subject to investigation of the buyer's credit status. We reserve the right to vary payment terms at any time on the basis of revised credit opinion.
4. Details.
(a) Any details accompanying our tender or contained in our catalogues must be regarded as approximate representations only and are not binding in detail unless otherwise stated in our tender.
(b) If details to illustrate points not directly related to our products are required, these will be charged for as an extra to the contract sum.
5. Site Sizes.
Unless specifically agreed to the contrary, neither price nor programme allows for taking site sizes.
6. Performance.
The contractual dates whatsoever agreed, are subject to.
(a) timely receipt of all necessary information, including full and final approval of drawings and clearance of dimensions.
(b) our not being hindered or prevented from performing our obligations by any cause whatsoever beyond our control, including but not limited to, strikes, lockouts, work to rule, civil commotion riot.
In any such event, the delivery period shall be extended by such times as we may reasonably require.
7. Unloading.
Unloading at site is not included in our tender and is the responsibility of the buyer.
8. Non-acceptance by the Buyer.
If by reason of the Buyer's default, goods have not been taken up or delivered by the applicable date, we may do any combination of the following:
(a) Invoice and receive payment and store the goods at the buyer's expense and risk.
(b) Suspend deliveries, treat the contract as repudiated by the Buyer and claim damages.
9. Despatch in lots.
We shall have the right to despatch any portion(s) of the goods covered by the contract, and to invoice the Buyer for such portion(s) so despatched on the same terms and conditions set out herein. Each delivery, part delivery, or part performance, shall be deemed to represent a separate contract. Failure of any delivery, part delivery, or part performance, shall not vitiate any contract in respect of any other delivery, part delivery or part performance.
10. Changes in Quantities.
Changes in quantities may result in increases in unit prices with possible delays in delivery.
11. Variations and cancellations.
(a) A charge will be made for any additional Drawing Office detailing, shop work and materials involved if variations are made and any delivery commitments previously entered into will be void.
(b) Cancellations will only be accepted by us subject to payment by the Buyer of such cancellation or variation charges as we, at our discretion, shall deem reasonable up to maximum of full order value.
12. Fluctuations in Prices.
Prices are based at our option on.
(i) Prices quoted are subject to variation to take account of increases which occur between the price base date of this offer and the date of dispatch. Increases will be calculated by reference to the percentage component cost of materials, labour and overheads,
13. Payment.
Strict compliance with the terms of payment shall be the essence of all contracts. In default of payment on the due date we, without prejudice to our other rights, shall have the right to charge the Buyer interest at 2% above the base rate of the Lloyds Banking Group on a daily basis from due date until payment date.
We shall, at our discretion, (without prejudice to our right to treat the contract as repudiated and claim damages) be entitled to withhold dispatch of any goods, the subject of this or any other contract in between the parties until all monies owing to us by the Buyer shall have been in full or until satisfactory security has been given by the Buyer for the due performance of the obligations hereunder.

Continued overleaf

14. Quality of goods and standard of workmanship.

Should any defects arising from defective workmanship and/or materials in goods supplied by us, appear within 6 months from the date when the same were fixed or within 12 months of the date of dispatch, whichever is the earlier, we will make the same by either replacement or, at our option repair, providing that we have received written notice of such defect, accept it as our liability, and the claim in respect thereof is made within the above periods. Our liability under this clause shall be in lieu of any warranty or conditions implied by law as to the quality or fitness for any particular purpose of the goods and save as provided in this clause, we shall not be under any liability, whether in contract, tort or otherwise, in respect of defects in goods delivered or for any damage or loss resulting from such defect or from any work done in connection therewith. The Buyer, except where he buys as a consumer (as defined under the Unfair Contract Terms Act 1977) on his part warrants and agrees to indemnify us and save us harmless against any liability claim for injury or death of any person or persons (always provided such liability arises otherwise than by the acts or omission or ourselves, or employees, servants or agents), and for damages to the property of any persons arising out of or alleged to be caused by the use of the goods, whether fixed or not. We are unable to guarantee the matching or performance of any coloured finishes supplied and where special glass, double glazing, infill panes, opening gear and/or other materials of whatever kind, not of our manufacturer or supply, and /or fixed by us, the materials shall be deemed to have been specified by the Buyer and no warranties whatsoever, as to their fitness for the purpose intended shall be given by us. We will, however, on request, assign to the Buyer such rights as we may have against the supplier and/or manufacturer.

15. Unless specifically agreed to the contrary in writing, any express or implied conditions, statements or warranties, statutory or otherwise, and hereby excluded.

16. Property and Risk.

(a) Ownership

The property in all the goods forming the subject matter of this contract shall remain vested in us, notwithstanding that the goods have been delivered to the Buyer, until such time as all accounts due to us have been paid in full by the Buyer. However, we will not be liable for any loss or damage to our materials on site arising from whatever cause unless such loss or damage occurs while we, or our servants or agents are physically handling the goods on site. The Buyer agrees to store and physically identify the goods so that at all times they can be separately identified by us and the proceeds of the sale of any goods sold by the Buyer of any third party shall be paid into a separate bank account and not mixed with any other funds and kept intact until all accounts due from the Buyer to us have been paid in full. It is expressly agreed that we shall have the right to trace our title into the proceeds of any such sub-sales. Moreover, we may require the Buyer to assign the right to receive payment arising from subsales made by the Buyer.

17. Loss or Damage in Transit.

We are not to be under any liability to replace or repair goods lost or damaged in transit unless written notice shall have been given both to the carrier and to us, in the case of non delivery within 10 days of date of dispatch as indicated on our Advice Note and in the case of damage and shortage, within three days of receipt. Glass breakage must be reported immediately upon receipt. Signatures purporting to be on the basis of the goods being "unexamined" will not be accepted as an excuse for not so reporting.

18. Composite Units and Knock-down Assemblies.

Supply only prices do not include for the assembling of composite units and/or similar knockdown assemblies sent in parts to avoid damage, nor fore the application of fittings and other loose parts.

19. Termination On Buyers Bankruptcy.

If the Buyer commits an act of bankruptcy, or makes an arrangement with his creditors or being a company enters into liquidation whether compulsory or voluntary (other than for the purpose amalgamation or reconstruction) or suffers any execution whether legal or equitable, to be levied upon his property or obtained against him, then we may without prejudice to any other rights or remedies by written notice forthwith, determine this contract and we shall have the right to recover or to deduct or set off against any such amounts otherwise due under this or any other contract, the amount of damage suffered and/or loss and expense incurred by us by reason of the determination of this contract under this clause.

20. Governing Law.

Unless otherwise agreed. English Law shall apply to this contract.

21. Serverability.

Any provision(s) of these conditions, which in any way now, or subsequently contravene the law, shall be deemed severable and shall not affect any other provision(s) herein.

22. Construction.

The clause headings herein shall not affect the interpretation of these conditions.

FIXING CONDITIONS.

Where fixing or other site works form part of an estimate the following additional fixing conditions apply in addition to our standard conditions of tender.

1. Payment.

(a) Where fixing forms part of our contract, progress payment shall be received by the end of every month at the rate of 95 % of value of the work executed and goods delivered to site (whether fixed or unfixed) during the immediately preceding month. The final balance shall be paid by the end of the month following the date of completion of our work.

(b) Where provision is accepted by us on payment upon the certificate of an architect, Engineer, Surveyor, or other person, such payment shall be made in full within 14 days of the issue of such certificates, less agreed retention.

(c) Any retention held under sub-clause (b) above, as retention money, shall be paid to us in two instalments (1) one half on practical completion (2) the other half within 6 months after practical completion. The employers or contractors interest in the retention money by whomsoever held, shall by fiduciary as trustee for us, but without obligation to invest and the retention money shall be held in a separately identifiable Bank Account if called upon so to be done by us.

2. Works Included.

Our price includes for carrying out the following operations:

- Offering details to enable the contractor to prepare for any necessary fixing and/or openings.
- Site assembly of units.
- Offering units into prepared openings.
- Provide bedding mastic, mastic saver and/or strip mastic as necessary for perimeter of units and couplings.
- Attaching fixing device.
- Plumbing adjusting and wedging in position.
- Screwing frame or fixing device to prepared fixings and where necessary glazing.

3. Services required.

It is a condition of any sub-contract awarded to us, that unless otherwise expressly stated, the Buyer will accept full responsibility, free of charge to us, for the following matters, all in accordance with clause B9, items 2.3 (a) to (g) and 4 of the standard method of measurement, Sixth Edition, for which no allowance has been made in our price, namely:

- receiving and unloading goods at the site and distribution to and from storage area.
- safe storage of materials on the site in a covered store.
- carrying and/or hoisting goods to the correct floor or work site, and distribution to within 14 meters of installation points.
- provision of scaffolding which must be suitable for the work to be done and a comply with safety regulations, movement of, as alterations to, the scaffolding which might be necessary, and the provision of working platforms, lifting gear or mobile towers, as and when required to suit the progress of our work.
- cutting, drilling and tapping holes. Provision of cast-in fixings where required.
- making good, forming when required, waterproof cement fillet between frame and brick or concrete on the inside, raking out externally where necessary, grouting of rag bolts.
- removable of any temporary protective coatings, wrappings, labels, stickers and the like.
- cleaning down, casing and protection after fixing.
- provision of free electric power (110 volts) within a distance not exceeding 15 meters from each working face.
- provision of prepared openings entirely suitable to our work.

4. Health and Safety at Work Act etc., 1974.

Our price is based on the understanding that provision on site will be made free-of-charge to us of all equipment and facilities to enable us to comply with the health and safety at work, etc Act 1974, and any other relevant statutory provisions and any modifications of same, or any of them for the time being in force, and in accordance with the construction (Health and Welfare) Regulations 1966 Section 4, We shall require the prescribed certificate.

5. Programme of Work.

A complete programme of site work must be agreed as soon as possible after placing the order. Any change to this programme must be agreed and we will require 14 days clear notice before we commence fixing. If the Buyer does not comply with an agreed programme we shall be entitled to be paid extra costs arising as a result thereof.

6. Clear Site.

Our price, and any programme agreed is based on the understanding that a clear site and adequate working space will be given and that working conditions and facilities will allow any agreed phase of work to be completed in one operation in normal working hours.

7. Delays by other Trades.

No allowance has been made in our Tender for delays caused by other trades and lost time will be charged at out day work rate.

8. Supervision.

We can accept no responsibility for works carried out otherwise than under direct supervision, or damage caused to the goods by acid or alkaline washes, slurries, or other similar substances.

9. Tolerances.

Our price is based on openings being sufficiently accurate in size, position, squareness and straightness to enable units to be fixed.

10. Work of Preceding Trades.

Our prices are based on the understanding that if the works of preceding trades, if found to be outside agreed tolerances, any time spent by fixers marking out for alterations, or any delay caused to fixing thereby, will be charged at out day work rate and we shall be entitled to an extension of time in respect of such delay.

SUPPLEMENTARY CONDITIONS OF SALE FOR EXPORT.

(To be read in conjunction with the company's standard terms and conditions which shall strictly apply except where varied by the following).

1. Terms.

Strictly net. Payment to be made in Great Britain by irrevocable letter of credit confirmed by a U.K.Bank. Any variation to these terms requires the specific agreement of this Company.

2. Carriage.

FOB quotations include for carriage to port and delivery vessel.

CIF quotation includes for freight and insurance costs to the port of destination.

C & F quotations include for freight costs to port of destination but insurance to be undertaken by the Buyer.

All landing charges and duties will be met by the Buyer.

Freight and insurance charges are based on rates applicable at date of estimate. We reserve the right to adjust them to actual rates ruling at date of despatch.

3. Despatch Dates.

All dates quoted by us relate to the availability of goods ready for despatch ex works. They are subject to revision in the event of strikes, fires, break down of machinery or other unforeseen circumstances. Shipment will be made by the first available vessel.

4. Adjustment of Prices.

Unless otherwise agreed, prices will be those ruling of date of tender and will be subject to adjustment in accordance with the rules applying on Government Contracts in the U.K. under the N.E.D.O. formula. Where a firm price is agreed it will be related specifically to a mutually acceptable programme. Should the dates be extended the price will be adjusted in accordance with the N.E.D.O. formula for all shipments later than those on the programme and the base month for adjustment purposes will be that of the date of the tender.

5. Specification.

The descriptions, illustrations and productions contained in catalogues and advertisement matter, whether accompanying our estimate or not, are not necessarily up to date, and are intended to present a general idea of goods referred to. They must not be treated as forming part of the contract. Our prices are based on the assumption that openings will be regular and true to agreed tolerances and that we shall work to agreed sizes. It is not possible to take site sizes and deliver to meet programme delivery dates.

6. Defective Materials.

In lieu of any warranty or condition implied by law we expressly guarantee to repair or replace at our option, any material which is defective within a period not exceeding 12 months from despatch. This guarantee is limited to the free delivery to the Buyer of the material whether new or required in exchange for that acknowledged to be defective and shall not apply to (i) any defect which in our opinion arises by reason of fair wear and tear, misuse, negligence or accident or (ii) any third party or consequential loss.

7. Damaged, Lost or pilfered Goods.

In the event of short delivery or damage in transit a claim should be made immediately on the Insurance Company concerned and no liability can be accepted by us within 30 days of the docking of the ship at port of destination. Where the claim is accepted it will be the Buyers responsibility to settle with the Insurance Company and goods will be replaced by us at the Buyers expense on receipt of an official order.

8. Contract Conditions.

That the construction, validity and performance of this contract shall be governed by the Laws of England and all disputes which may arise under, out of or in connection with or in relation to this contract, shall be submitted to the Arbitration of the London Court of Arbitration under and in accordance with the rules at the date hereof.

The parties hereto, agree that service of any notice in the course of such Arbitration at their address as given in this contract shall be valid and sufficient.