

CREAGH CONCRETE PRODUCTS LIMITED
TERMS & CONDITIONS OF TRADING

1. DEFINITIONS & INTERPRETATION

- (i). **Definitions.** In these Terms and Conditions, the following definitions apply:
“**Company**” means Creagh Concrete Products Limited, whose registered office is situated at 38 Blackpark Road, Toomebridge, County Antrim, BT41 3SL (or any Company in the Creagh Concrete Products Limited Group of Companies)
“**Customer**” means the person or company who places an order for the purchase of Goods from the Company. For the avoidance of doubt this includes a natural person, corporate or unincorporated body (whether of not having a separate legal personality) and includes its personal representatives, successors or permitted assigns.
“**Goods**” means any product or item of whatsoever nature (or any part of them) which the Customer buys or has agreed to buy from the Company including where the context so requires services provided by the Company.
“**Contract**” refers to any contract or subcontract between the Company and the Customer for the design, supply, delivery, fitting or erection of Goods incorporating in all cases these terms and conditions. Cancellation of the Contract by the Customer will only be accepted at the discretion of the Company.
- (ii) Interpretation and Construction. In these Terms and Conditions, unless otherwise specified or the context otherwise requires:
- (i) words in the singular include the plural and *vice versa*;
 - (ii) reference to any statute, statutory provision, enactment, order, regulation or other similar instrument is a reference to it as it is in force from time to time, as amended, replaced, consolidated or re-enacted;
 - (iii) reference to a "**person**" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assignees;
 - (iv) the words "**other**" and "**otherwise**" are not to be construed *ejusdem generis* with any preceding words where a wider construction is possible; and
 - (v) any phrase introduced by the words "**including**", "**include**", "**in particular**" or any similar expression is to be construed as illustrative only and is not to be construed as limiting the generality of any preceding words.
 - (vi) Clause, Schedule and paragraph headings do not affect the interpretation of this Agreement.
 - (vii) Words and phrases defined in any part of this Agreement bear the same meanings throughout this Agreement.
 - (viii) No variation to these conditions shall be binding unless agreed in writing by a Director of the Company
 - (ix) Any typographical, clerical or other error or omission in any sales literature, quotation, invoice or any other documentation issued by the Company shall be subject to correction without any liability on the part of the Company.
 - (x) In certain circumstances these standard terms and conditions may be supplemented by additional written terms and conditions in respect of Goods or works of a specialist nature.

2. BASIS OF CONTRACT

- (i). These conditions apply to the supply of Goods to the Customer to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- (ii). The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract.

3. SAMPLES, DRAWINGS, SPECIFICATIONS

- (i). The Company shall not be under any obligation to check or verify the accuracy of any plans or specifications supplied by the Customer or its agent, and the Customer shall be liable for any loss arising directly or indirectly from any error omission inaccuracy or fault in such plans or specifications. Where Goods are manufactured based on Customer's designs and specifications, no guarantee is given or implied as to the suitability for the purpose for which they are used.
- (ii). Once the Company produces a drawing for approval, all future correspondence concerning this item of work will relate to this drawing. Verbal instructions and additional issues of drawings cannot be accepted, only returned marked copies of our drawings will be worked from.
- (iii). Additional drawing work caused by incomplete or incorrect information provided by the Customer or changed details may be charged for. The Customer shall be responsible for checking and approving drawings prepared by the Company to ensure that they meet the Customer's requirements.
- (iv). Unless specifically stated in our tender offer the Company has not included for samples. Samples will be charged on a cost plus 20% basis.
- (v). Drawings will be provided for written approval prior to manufacture, including layout details and calculations.
- (vi). When it is agreed that the Company is to prepare drawings based on information supplied by others, it is to be understood that these will be our interpretation of your needs. The Customer is to be responsible for verifying, at least four weeks before the start of production, that this interpretation is correct, the Company will not be held liable for any faults resulting from the Customer's failure to check this or from any ambiguities or oversights which may arise.

- (vii). The Customer is responsible for the accurate provision of all dimensions necessary to enable the Company to make manufacturing drawings in sufficient time for production to be carried out as scheduled.
- (viii). Any surveys necessary to provide dimensions for manufacture, pre-erection checks etc shall be the responsibility of the Customer.
- (ix). In any case where the Company's design is subject to approval by Government Departments, Local Authorities, Consulting Engineers or similar bodies or persons, the Company's quotation is subject to variation or withdrawal in the event of modification of the design being required as a result of consideration by any such body or persons.
- (x). Any samples, drawings, descriptive matter or advertising produced by the Company and any illustration contained in the Company's catalogues, brochures, sales literature or on its website are produced for the sole purpose of giving an approximate idea of the Goods described in them, they shall not form part of the Contract or have an contractual force and the Company will not accept liability for any deviation in the Goods supplied arising from factors outside its control.

4. ORDERS AND CANCELLATIONS

- (i). No order which has been accepted by the Company shall be amended or cancelled by the Customer except with the prior written agreement of the Company. Failing such prior written agreement the Customer shall be responsible for the costs of amendments and in the case of cancellation shall be responsible for all costs, damages, expenses and loss of profits incurred by the Company. Acceptance by the Customer of the Company's quotation will not constitute a Contract until confirmed by the Company in writing.
- (ii). All Goods manufactured to order must be ordered by the Customer in writing before production can commence and must be paid for in full within normal credit terms irrespective of whether the Customer has taken delivery.
- (iii). At the time of ordering the Customer will be advised of the required lead time. The Company cannot guarantee that late additions to an order can be accommodated in the same time frame.
- (iv). Goods sold ex stock are subject to availability at time of sale.
- (v). The Company will not be liable to accept the return of any Goods ordered by the Customer and delivered correctly and in good faith.
- (vi). Any Contract arising from the Company's quotation and any subsequent negotiations will include these terms and conditions of trading.
- (vii). Any order placed by a Customer will be subject to approval by the Company's Trade Indemnity insurers of the Customer's credit status. The Company also reserves the right to review the Customer's credit status and review terms of payment during the period of the Contract.
- (viii). The Company reserves the right to use the service of subcontractors for the performance of any part of the Contract.
- (ix). The Company shall be entitled to automatically terminate and cancel the Contract without incurring any further liability to the Customer upon becoming aware of the insolvency of the Customer.

5. SUPPLIES IN EXCESS OF REQUIREMENTS

- (i). The Company will not take back any surplus material due to incorrect ordering nor will the Company issue any credit for same.

6. PRICES, QUOTATIONS and VARIATIONS

- (i). Unless otherwise stated, prices quoted are exclusive of VAT and based on costs current at time of quotation and will remain effective for a period of 30 days. The Company reserves the right to charge all subsequent increases up to the date of delivery upon notice of any such increases being given to the Customer. Prices are subject to increase without notice in the event of a general price alteration.
- (ii). The Customer should read the Company's quotation carefully as it is a counter offer and as such may contain changes and omissions from the Customer's original enquiry
- (iii). Quotations are based upon production capacity being available and upon mutual agreement of a programme of supply at the time of order. Failure of the Customer to meet the obligations of this programme may cause disruption and the Company reserves the right to charge any additional costs arising therefrom. The Company will not be responsible for costs incurred by the Customer arising from revision of the programme of supply by the Customer which results in further delays due to lack of production capacity.
- (iv). The Company's quotation is based on most economical loading and delivery of units. Where a Customer has specific loading and sequencing requirements additional transportation charges may be incurred.
- (v). The Customer must ensure that the building design permits safe erection of our units.
- (vi). Units quoted are designed to carry only the loadings stated in this quotation to the stated fire rating or as determined in the design process.
- (vii). No allowance has been made for any loadings or stresses due to thermal, stability, overloading with construction materials, or other effects.
- (viii). The Company will not take site dimensions, or carry out site surveys.
- (ix). Where possible variations will be brought to the Customer's attention for approval prior to manufacture.
- (x). Variations shall include changes in geometry, specification, quantity, and delivery dates.
- (xi). The Company will not commence work on any variations to the Contract without a written instruction or order from the Customer.
- (xii). Any changes/ variations in the m2 area will not necessarily increase/ decrease the Company's price on a pro rata basis unless specifically agreed by the Company.

7. LIQUIDATED AND ASCERTAINED DAMAGES

- (i). The Company does not accept liquidated or unliquidated damages.

8. TERMS OF PAYMENT

- (i). The price of the Goods shall be the price set out in the Order.
- (ii). Unless agreed otherwise in writing, payment is due in full within 30 calendar days of date of invoice/application. The Company reserves the right to give discounts for early payment.
- (iii). In the case of Goods manufactured to order or certain Contracts, the Company may insist on a deposit prior to commencement of work, the amount to be agreed in writing in advance.
- (iv). Without prejudice to any other right, which the Company may have, the Company shall be entitled to charge interest on overdue accounts at 5% above LIBOR (calculated on a day to day basis on any outstanding balance) to run from the date on which such amount became due until receipt by the Company of the full amount due (whether before or after any Judgement).
- (v). If the Customer fails to pay any application/ invoice or any sum due to the Company under the Contract on the due date or the Customer's credit limit is withdrawn or exceeded, the Customer becomes insolvent or commits a material breach of the Contract, all sums outstanding between the Customer and the Company become immediately due and payable. The Company shall be entitled to:-
 - (a) Require payment of cleared funds in advance of further deliveries;
 - (b) Suspend or cancel any further deliveries of goods without liability on the Company's part;
 - (c) Terminate this or any other Contract with the Customer without liability on the Company's part;
 - (d) In certain cases pursue legal action for recovery of all outstanding amounts.
- (vi). Retention may not be deducted or withheld unless specifically agreed by the Company; in all circumstances where the Company agrees that retention may be deducted/ withheld; the release dates will be, 50% upon the Company's practical completion and 50% 12 months later.
- (vii). Unless specifically stated in the offer the Company has not allowed for a Main Contractor's discount.
- (viii). The Company has not allowed for the provision of a Performance Bond unless specifically stated in its quotation.
- (ix). Queries or disputes shall be notified immediately, for resolution within 5 days, payment of undisputed sums shall not be withheld, and will be paid in accordance with our trading terms.
- (x). The Customer shall not be entitled to withhold payment of any amount payable under the Contract or any other amount due to the Company by reason of any documentation being outstanding or any right to set off or counterclaim which the Customer may have or allege to have for any reason whatsoever.
- (xi). O&M Manuals (if required) will not be supplied by the Company to the Customer until a final account statement has been issued and agreed by both parties.
- (xii). Our offer is based on the Company being maintained in a cash neutral position. Please note this clause takes precedence over clause 6 (i)

9. DELIVERY

- (i). Where Goods are to be delivered, the Customer must ensure adequate access to the specified destination during normal working hours (8.30am – 5.30pm Monday to Friday excluding Bank Holidays). Quotations for delivery to site, unless otherwise stated, include for delivery to a point on a good hard road nearest to the site of the work quantities of not less than 26 tonnes, with the Customer being responsible for unloading. The Company will take all reasonable care in the delivery of Goods, but will not be responsible for damage to roadways, pipes, sewers, manholes or bridges caused by the combined weight of the delivery vehicle and its load. The Company reserves the right to charge any additional cost for delivery outside these times.
- (ii). Customer to provide suitable hard standing and access to accommodate 20m long x 44 tonne articulated delivery vehicles.
- (iii). The delivery driver will have the final decision on the unloading point having regard to Health and Safety regulations;
- (iv). A maximum of one hour is allowed for the offloading of each consignment; the Company reserves the right to charge waiting time for all periods in excess of the limit (costs will be notified to the Customer)
- (v). Signature of any delivery notes by any agent, employee, nominee or representative of the Customer or by an independent carrier shall be conclusive proof of delivery or collection.
- (vi). The Company shall not accept any liability for delays arising from shipping delays occasioned by adverse weather conditions.
- (vii). Where Goods are to be fitted and by reasons caused by others, additional visits to sites are required, the Company reserves the right to charge for all costs thereby incurred.
- (viii). All delivery schedules must be confirmed 6 working days in writing prior to delivery and all works will be carried out during normal working hours, unless otherwise confirmed.
- (ix). If the Company manufactures Goods to agreed delivery dates and, for reasons beyond its control, the Goods cannot or will not be accepted for delivery, it reserves the right to claim payment for Materials off Site and in addition reserves the right charge the Customer for storage of the Goods until delivery. Storage is charged at £10.00 per tonne per week for every week or part thereof that the Goods are stored at our manufacturing facility beyond the programmed installation date.
- (x). Any delivery period offered by the Company is subject to receiving, with the Customer's order, a fully phased programme along with all necessary design information and drawings including, but not limited to, dimensions, sections showing bearing conditions, loads to be applied to the Goods and service holes required.

- (xi). If the Goods are damaged or short delivered the Customer should inform the Company in writing within 48 hours of the time of delivery and endorse the delivery ticket/docket describing the cause of the complaint. Failure to inform the Company in writing of any defect in delivery within the time specified will result in the Customer forfeiting the right to any remedial actions.
- (xii). Any dates and times for delivery are approximate only and subject among other things to prevailing traffic conditions outside the Company's control, no claims for waiting time by site operatives etc will therefore be accepted, in addition the time of delivery is not of the essence. Furthermore the Company shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of Goods.
- (xiii). Deliveries may include abnormal loads whose movement is subject to Police permission and therefore outside the Company's control.
- (xiv). In the event that deliveries are postponed within 72 hours of the agreed delivery date, the Company retains the right to recover all abortive costs.
- (xv). Delivery periods as stated in our quotation, assume full and final information issued with the Customer's order, any delays will extend the stated periods.

10. TITLE AND RISK

- (i). Risk of damage to or loss of the Goods shall pass to the Customer:-
 - (a) in the case of Goods collected by the Customer, at the time the Customer or his agent signs a delivery receipt or
 - (b) in the case of Goods delivered by the Company (or its agents), at the time of delivery to premises specified by the Customer, specifically when the delivery vehicle unloads all or part of the consignment.
- (ii). Notwithstanding passing of risk in the Goods, the property in the Goods shall not pass to the Customer until the Company has been paid in full for the Goods (in cash or cleared funds)
- (iii). Notwithstanding that the Goods remain the property of the Company; the Customer may sell or use the Goods in the ordinary course of the Customer's business.
- (iv). Until property in the Goods passes to the Customer, the Customer shall hold the proceeds of sale of the Goods upon trust for the Company in a separate bank account and shall at all times be identified as the Company's money and prior to payment for such Goods and the sale of such Goods, the Customer shall separately store and secure the Goods so as to clearly identify them from Goods which are the property of the Customer. The Customer's right to use or sell the Goods may be withdrawn by the Company at any time and will automatically cease on the Customer becoming insolvent.
- (v). The Company shall be entitled to recover the price of the goods including VAT notwithstanding that the title in the Goods has not passed to the Customer.
- (vi). Until such times as title in the Goods passes from the Company, the Customer shall upon request deliver up such of the Goods as have not ceased to be in existence or resold by the Customer. If the Customer fails to do so, the Company may enter upon any premises owned occupied or controlled by the Customer where the Goods are situated and repossess the Goods. On making of such request the rights of the Customer under clause (iii) shall cease.
- (vii). The Customer shall not pledge or charge by way of security for any indebtedness any of the Goods which are the property of the Company. Without prejudice to the other right of the Company, if the Customer does so all sums whatever owing by the Customer shall forthwith become due and payable.

11. WARRANTIES AND LIABILITY

- (i). Subject to the conditions set below, the Company warrants that the Goods will correspond with any specification provided for the Goods and will be free from defects material or workmanship.
- (ii). The Company shall be under no liability under the above warranty;
 - (a) in respect of any defects arising from any drawing, design or specification supplied by the Customer
 - (b) in respect of any defect arising from normal wear and tear, wilful damage, negligence, misuse, maintenance, alteration, installation or erection by the Customer of the Goods
 - (c) in respect of any defect arising from improperly carried out repairs or deterioration or inadequate protection while being stored by the Customer during and after construction.
 - (d) if the defect would have been apparent on reasonable inspection;
 - (e) Unless a defect is discovered within 90 days of the date of delivery and the Company is given notice of the defect within 5 days of its discovery.
 - (f) If the Customer fails to adhere to the terms of payment
 - (g) If the Goods are damaged as a result of being used for a purpose other than that for which they were intended for;
- (iii). War, fire, tempest, strikes, accidents, breakdowns, or any other circumstances beyond its control shall relieve the Company of all liability for loss, damage, injury of delay arising in connection therewith.
- (iv). Liability for defective Goods or workmanship shall be limited to the direct cost of replacement of those Goods or workmanship. No liability will be accepted for any consequential loss.
- (v). The Company is prepared to enter into warranties or the like, however such undertakings are subject to detailed agreement with our Directors and/or Insurers, such agreements shall not delay or prejudice payments to us.
- (vi). Warranties will not be issued until the completion of our works.

12. INTELLECTUAL PROPERTY INDEMNITY

- (i). In the case of goods supplied in accordance with the Customer's drawings and/or specifications, the Customer hereby agrees to indemnify the Company against any liability, costs, expenses howsoever arising incurred by reason of the Goods infringing the intellectual property rights of a third party as a result of the manufacture, storage or possession of the Goods by the Company.

13. FORCE MAJEURE

- (i). The Company shall not be liable for any delay in performing its obligations or for any loss, damages or costs to the extent that the delay, loss, damages or costs is caused by a 'Force Majeure' event as set out below. In addition, should a Force Majeure event occur the Company shall not be liable to take alternative measures which will result in increased costs charges or expenses to the Company.
- (ii). Force Majeure events shall be acts of God , strikes, lockouts or other industrial disputes (whether involving its own workforce or a third party's) accidents, failure of energy source or transport networks, war, terrorism, riot, civil commotion or disturbance, interference by civil or military authorities, national or international calamity/emergency armed conflict, malicious damage, breakdown of plant or machinery or equipment, nuclear, chemical or biological contamination, sonic boom, explosion, collapse of building structures, fires, tempest, flood, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or inclement, adverse weather conditions, default of suppliers or subcontractors, inability to obtain adequate material, fuel, parts, labour or plant and circumstance beyond the Company's control.
- (iii). The date for performance of the contractual obligation which has been delayed by the Force Majeure event shall be deemed suspended only for a period equal to the delay caused by such event. If the delay caused by the Force Majeure event extends for a continuous period of 28 days after the date on which the Force Majeure event begins, either the Company or the Customer may, while such Force Majeure event continues, terminate the Contract by written notice to the other specifying the termination date without incurring any liability to the other. Once a notice to terminate has been validly given the Contract will terminate on the termination date set out in the notice.
- (iv). Should any instance of Force Majeure cause the contract to be determined the Company shall be entitled to payment for all work executed under the contract up to the date of termination, plus the costs of any obligations with third parties reasonably undertaken prior to the termination in anticipation of the contract continuing. The Company shall not be liable for any loss damages or costs of the Customer resulting from such termination.

14. NOTICES

- (i). Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or its principle place of business or such other address as that party may have specified to the other party in writing in accordance with this clause and shall be sent by First Class Post. A notice or other communication shall be deemed to have been received if delivered or sent by first class post on the second Business day after posting.

15. ADJUDICATION (HOUSING GRANTS, CONSTRUCTION AND REGENERATION ACT 1996)

- (i). The Company will not enter into a Contract where the referring party is wholly responsible for payment of adjudicators fees, or on the basis of 50% liability, such modified terms are unacceptable.
- (ii). If a dispute arises the Company may refer it to adjudication at any time. The appointing body shall be the RICS.

16. MANUFACTURE AND QUALITY

- (i). All the Company's units are designed and manufactured in accordance with either: the Eurocodes, BS 8110, or a Customer's particular specification (whichever the Customer instructs, however only goods designed and manufactured inline with the Eurocodes will be CE marked; where no specific instruction is received the Company will manufacture and design in line with the Eurocodes)
- (ii). The Customer should visit the Company's website (www.creaghconcrete.com) or contact its Head Office for a list of CE Marked products.
- (iii). Manufacturing tolerances are as defined in BS 8110 clause 6.2.8.3 and the relevant Eurocodes.
- (iv). Please note for units manufactured to BS 8110:-
 - a. Finish to top of hollowcore units to BS 8110. 1997-table 5.5-note 1.
 - b. Depth of hollowcore units as per BS EN 1168.2005- Clause 4.3.1.1
 - c. Camber of units to BS 8110-i:1997- Clause 6.2.8.4

Please contact our design team at our Head Office address should you have any queries in this regard.

- (iv). The quality of design and construction of all the Company's products shall be as exhibited on samples in our stockyard, which the Customer is welcome to inspect upon reasonable notice (subject to the provisions of clause 3(i) to 3(x))
- (v). Stair soffits are not suitable for direct decoration unless agreed in writing, filling lifting socket recesses and making good for decoration is the responsibility of the Customer, units are not supplied with cast in fittings. Where an element is Class C or Special Class as per BS8110, the Customer must allow for visiting the Company factory to approve sample products before delivery to site.
- (vi). Hollow core slabs are supplied 'as cast' to permit direct decoration using a deep textured finish, however due to the nature of the product making good is unavoidable, the Customer shall be responsible for all making good to the underside of the Company's floor units.

17. OTHER CONTRACTORS ATTENDANCE'S/SCAFFOLDING AND DECKING REQUIREMENTS

- (i). The Customer is responsible for provision of all necessary scaffolding both internal and external, access ladders and towers, and handrails for protection and safety in accordance with current legalisation. In addition unless agreed in writing by the Company, the Customer is also responsible for provision of a passive fall arrest system for any upper floors.
- (ii). Where the Company agrees to provide a passive fall arrest system such as air bags etc, the Customer is responsible for ensuring that the floor beneath our installation is completely clear of any debris, building materials or any obstructions whatsoever that may hinder the safe placement of this system or create a fall hazard.
- (iii). Where the Company supplies a passive fall arrest system internal non-load bearing blockwork should not be built.
- (iv). Where the Company agrees to provide any access/ safety equipment during the installation of the Company's product; if such equipment is required to remain onsite beyond the Company's onsite installation period, it will become the Customer's responsibility in respect of any loss, damage and continuing hire charges.
- (v). The Customer is also responsible for covering and protecting any holes or voids.
- (vi). Required minimum bearings are 100mm bearing to blockwork and 75mm to steel, where shared bearings occur these shall be a minimum of 200mm to blockwork and 150mm to steel excluding any gaps for shear studs etc. It is the Customer's responsibility to ensure minimum bearings are maintained, particularly where composite steel beams with shear studs along the centre occur, variations to this and reduced double bearing on walls to be agreed with our technical department prior to commencement of our works. All supporting blockwork must be erected in good time to ensure minimum 5 days curing before erection, without the use of retarders or plasticers, it is the responsibility of the customer to ensure that the supporting structure is fit for our purpose, with all bearings in place prior to our visit for all products.
- (vii). All bearings provided should be provided clean, level, and secure, mortar bedding for level or to fill camber shall be carried out by others.
- (viii). The Customer must ensure that lintels and beams are securely fixed to prevent deflection, collapse or overturning.
- (ix). Units may accumulate water within cores during the construction process, the Customer should drill weep holes where necessary to avoid this accumulation of water.
- (x). Customer to provide health and safety plan for the Company's inspection where the Company's works are affected, health and welfare facilities including lighting etc shall be provided by the Customer.
- (xi). Where the Company provides plant for lifting operations; it is the Principle Contractors responsibility to provide a suitable base fully capable of supporting the crane outrigger jacks under all load conditions. In addition the Company accepts no responsibility for protection of underground services or constructions.
- (xii). Suitable access roads, stacking areas and the like shall be provided by the Customer, which shall not deteriorate in adverse weather conditions.

18. ERECTION

- (i). Erection prices are based on unobstructed access and hardstanding to all sides of the building/ structure along suitably prepared access roads to enable precast units to be placed directly into position from above, unless stated within the Company's quotation, the Company's offer excludes fitting the Company's units within a covered structure.
- (ii). Our price assumes that the site can accommodate an 18m crane radius from the furthest component / product to be hoisted.
- (iii). The Customer is responsible for ensuring that there is suitable hard standing to accommodate the required crane
- (iv). All obstructions must be left off until floors have been fixed, no responsibility will be accepted for any damage to structural members which have not been removed, and failure to leave free, unobstructed access through steel structures will result in the Company's claim for unproductive working.
- (v). Removal of aerial obstructions including re-routing and protecting overhead cables shall be the Customer's responsibility.
- (vi). Where erection operations are carried out from the road, all signs, any necessary permissions, lights/controls shall be the Customer's cost and responsibility.
- (vii). Where permission is needed to operate in a third parties air space, authority must be sought by the Customer.
- (viii). Where cranes are operating this is a prohibited area, and the Customer must undertake adequate precautions to ensure members of the public, or others trades are protected.
- (ix). The Customer is to ensure that no other trades are working either above or below the area of the fixing operations during the construction of same, and shall be responsible for erecting any necessary barriers to prevent access into the area.

19. GROUTING, TOPPINGS, INFILLS & IN-SITU STRIPS

- (i). Grouting of joints and in-situ make up strips shall be the Customer's responsibility, where the Company has agreed to provide labour and plant for grouting this operation shall be limited to close longitudinal joints only. Edge protection at all times is by others.
- (ii). The Customer shall supply grouting material (unless otherwise agreed) a C30 concrete with a 10mm aggregate size and 75mm slump should be used.
- (iii). Grouting to the ends of units, steel columns that pass through our materials, any in-situ works or service holes etc shall remain the Customer's responsibility.
- (iv). Where a structural topping is required by design the Company's units will not be grouted, design of structural topping and associated reinforcement shall remain the responsibility of others.
- (v). The Customer must lay the structural topping and or grout joints prior to placing any construction loads on to our floor.
- (vi). Filling of in-situ strips shall be carried out by others, our workshop drawings will show areas of in-situ concrete, angles greater than 45° cannot be cut in the Company's units and any remaining voids will therefore need to be cast in-situ by the Customer.

- (vii). Prior to application of any topping or screed, the pre-stressed unit should be thoroughly cleaned and wetted with any contaminates or debris removed, likewise the joints between slabs should be cleaned and debris removed.

20. SUPPLY ONLY CONTRACTS

- (i). The Customer is responsible for using competent and trained precast installation contractors. They are also responsible for ensuring that all work is carried out safely and in accordance with current health and safety legislation. The Customer and the precast installation contractor must ensure that all work activities are adequately risk assessed with appropriate safety control measures in place for all precast installation and associated works. The precast installation contractor must possess all necessary equipment to carry out minor trimming, fitting works, e.g. flooring bars, concrete skip, disc cutters, safety harness, personnel protection equipment etc. the Company will not accept costs for damage due to incorrect lifting and placing operations, nor any future damages in respect to incorrect installation. All units should therefore be installed strictly in accordance with our Handling Guide and the relevant codes of practice and Health and Safety regulations.
- (ii). The Company accepts no liability for piece counts provided at tender stage on supply only Contracts.
- (iii). The Company accepts no responsibility for the activities of the Customer's precast installation contractor. Please note that the Company has competent and trained precast installation teams to install precast products.
- (iv). If the Customer has any issues or queries please contact our expert team on 028 796 50500
- (v). All loads will need to be checked prior to off loading and signed for as received in good condition, no claims for incorrect or damaged units will be accepted after units have been off loaded.
- (vi). The Company does not accept retention or damages for supply only jobs. In addition the Company will not enter into a Sub-Contract with the Customer on a supply only job; the Company will accept a purchase order only.
- (vii). The Company's liability (where admitted) shall be limited to the replacement of defective goods only, which shall be re-supplied as soon as possible, but not on the same day.
- (viii). Holes and notches 50mm or less to be cut on site by others.
- (ix). All technical queries raised whilst on site must be referred to the Company's design office which is based at its Head Office .
- (x). For handling purposes some holes/notches and slots will need to be completed on site by the Customer's fixing operatives, i.e. to prevent damage during transit.
- (xi). Stairs – All precast stair and landing units will be supplied with Frimeda, deha or similar lifting points, typically 2.5 or 5 Tonne capacity, it is the Customer's responsibility to provide suitable lifting ring clutches The Customer and the precast installation Contractor are responsible for ensuring all lifting operations and lifting equipment complies with LOLER 1998 regulations.
- (xii). All pre-cast stair landings will require non-structural levelling screed by others.
- (xiii). If the Company's precast units are to be stacked on site they must be stacked in the same way as they are transported with timber battens, etc placed between units. Battens for site stacking are not included in our quotation. The Company will accept no responsibility for the handling stacking of the Company's unit on site.

21. WINDING OFF PROCEDURES

- (i). The Company's ability to progress works on site is dependent on the prevailing wind speeds being within the safe working limits of cranes. The Company reserves the right to postpone the fixing of any Goods if wind speeds or gusts are at such a level that prevents the safe execution of the works. In such circumstances the Company will be entitled to an extension of time and the Company will issue a notice to the Customer to maintain the Company's obligation under the Contract with nil costs to the Company. In such circumstance the Company will confirm its intentions to the Customers' site staff.
- (ii). The Company shall not be liable for any delay in performing its contractual duties or for any consequential loss, liquidated and ascertained damages or costs arising from suspending and / or deferring site operations as set out above.
- (iii). In the event that the Customer insists that the Company attends site after being notified that it is likely that they will be winded off; the Company will be entitled to recover its cost for attending site plus contribution.

22. THE ENGINEER

- (i). The Customer's Engineer is responsible for the overall structure.
- (ii). The Company's quotation/ offer does not include any of the responsibilities associated with 'the Engineer' as defined in BS8110 part 1 1997 Clause 2.2.2.1.
- (iii). Horizontal and Vertical ties - Where necessary these are to be specified by the Customer's Engineer to satisfy relevant Codes of Practice, Building Regulations, Eurocodes or BS8110.

23. GENERAL

- (i). If any provision of these conditions is held by any Court or competent authority to be invalid, illegal or unenforceable in whole or in part that provision or part provision shall, to the extent required, be deemed to deleted and the validity and enforceability to the other provision of the Contract shall not be affected.
- (ii). The Company will be entitled to assign subcontract or sublet the Contract or any part thereof. The Customer shall not assign or transfer the Contract or any part thereof without the consent of the Company.
- (iii). The Company shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence) breach of statutory duty, or otherwise, for any loss of profit, or any indirect or inconsequential loss arising under or in connection with the Contract and the Company's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence) breach of statutory duty , or otherwise , shall in no circumstances exceed 5% of the Company's Contract sum.

- (iv). Where a dispute arises on a job/Contract between the Company and the Customer; the terms of all other existing/ ongoing jobs/ Contracts between the Company and the Customer are subject to review and amendment by the Company even where previously agreed.
- (v). The Company has not viewed or inspected the main contract agreement between the Customer and its employer. The Company's offer is on the basis of these Terms and Conditions.
- (vi). Commencement of work, design or manufacture does not constitute acceptance of sub-contract terms and conditions as drafted by the Customer, or any implied terms unless confirmed in writing by us.
- (vii). Third party benefits or rights are strictly excluded, and nothing in any following or ensuing contract shall confer or imply any benefit to third parties.
- (viii). These conditions and the Contract between the Company and the Customer shall be governed by the laws of Northern Ireland and the parties agree to submit to the non-exclusive jurisdiction of the Courts of Northern Ireland.
- (ix). These Terms and Conditions shall not be withdrawn unless specifically agreed in writing by a Director of the Company.
- (x). The Company holds the following insurances:
 - a. Public liability £10,000,000.00
 - b. Employers liability £10,000,000.00
 - c. Professional Indemnity £10,000,000.00 in the aggregate including costs and expenses.