

**TWINFIX LIMITED**  
**CONDITIONS OF CONTRACT – SUPPLY AND FIX**

**Definitions**

1. Unless the context otherwise requires or the Agreement or these Conditions specifically provide otherwise, the following words and phrases, where they appear in capitalised form in the Agreement or these Conditions, shall have the meanings stated below:

<b>Word or phrase</b>	<b>Meaning</b>
Agreement:	These Conditions and the Contractor's quotation
CDM Regulations:	the Construction (Design and Management) Regulations 2014, as they apply to the works
Client	The Company to whom the Contractor's quotation is addressed
Conditions:	clauses 1 to 28 of these Conditions,
Contract	The arrangement between Contractor and Client, comprising the documents set out in the Contractor's quotation and the Contractor's order acknowledgement.
Contract Documents:	The Contractor's quotation and any documents referred to therein and in addition the Contractor's order acknowledgement.
Contract Price	The price agreed by both parties for the Contractor to undertake the Contract Works
Contract Works:	the works briefly described in the Contractor's quotation, as varied (where applicable) under clause 13
Contractor	Twinfix Limited (TWF)
Goods	Materials and goods and services supplied by the Contractor which will be permanently part of the Contract Works
Hazards	Any underground services, hazards and impediments to reasonable digging conditions
Others	The Client and other Contractors and consultants working on the project for the Client
Pricing Documents:	any document(s) identified in the Contractor's quotation
Site:	The place where the Goods are to be installed.
Writing	Includes hand, email, fax, post and courier unless otherwise stated

**General**

- 2.1 These conditions shall:
- (a) apply to and be incorporated into the contract; and
  - (b) prevail over any inconsistent or conflicting terms or conditions contained, or referred to, in the Client's purchase order, confirmation of order, quotation or acceptance of quotation or specification, or implied by law, trade custom, practice or course of dealing.
- 2.2 These Contract Documents represent the entire obligations between the Contractor and the Client. In the case of any inconsistency between any letter or quotation incorporating or referring to these Conditions and any Order, letter or form of contract sent by the Client to the Contractor, whatever may be their respective dates, the provisions of these Conditions shall prevail.

- 2.3 Sending the Contractor's Order Acknowledgement by post or email to the Client shall be deemed to be conclusive evidence of the Client's acceptance of these conditions where no response is received within 7 days from the date of the Order Acknowledgement.
- 2.4 Any alteration to these conditions only applies where accepted in writing by a Director of the Contractor.
- 2.5 If at any time any one or more of the provision or part thereof of these Conditions becomes or is invalid, illegal or unenforceable in any respect under any law or is held by a court to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 2.6 No waiver by the Contractor of any breach of any provision of the Contract by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision and the Contractor shall not be prejudiced by any forbearance or indulgence granted by it to the Client.
- 2.7 The Contractor may assign the Contract or any part of it to any person, firm or company. The Client shall not be entitled to assign the Contract or any part of it without the prior written consent of the Contractor.

#### **Reckoning periods of days**

3. Where under this Contract an act is required to be done within a specified period of days after or from a specified date, the period shall begin immediately after that date. Where the period would include Christmas Day, Good Friday or a day which under the Banking and Financial Dealings Act 1971 is a bank holiday that day shall be excluded.

#### **Contracts (Rights of Third Parties) Act 1999**

4. Nothing in this Contract confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.

#### **Giving or service of notices and other documents**

- 5.1 A notice or other document may be served by any effective means including by email, unless stated in clause 5.5.
- 5.2 Valid email addresses to which notices or other documents can be sent are those notified by the parties to each other.
- 5.3 A notice or other document is deemed to be received on the next business day after it has been sent. A business day excludes Saturdays, Sundays and public holidays.
- 5.4 Documents attached to emails must be in pdf, excel or the Contractor's current software drawing package. Documents sent in any other format are deemed not to have been received.
- 5.5 Notices which must be sent by Recorded Signed For or Special Delivery are:
  - (a) Notice of termination per clause 22
  - (c) Notice of defects per clause 15.1(a)

For such a notice to be valid, it must be served in the specified manner. Failure to issue notices in the manner specified will be treated as if they had not been served.

#### **Description**

- 6.1 Any figures, statements, descriptions, illustrations, photographs, drawings, weights or any other matters contained in the Contractor's catalogues, pamphlets, price lists or advertising literature are not guaranteed to be accurate and are intended merely to represent a general picture of the Contractor's products and services and shall not form part of the Contract nor be regarded as a warranty or representation relating to the Goods.

- 6.2 The Contractor and its servants and agents give no representations as to the condition of the Goods, their fitness for purpose or the measurements or specifications of any Goods unless it is confirmed in Writing by the Contractor.

### **Excavation**

- 7 The Contractor's quotation assumes reasonable digging conditions for the installation of the Goods and the provision of the Services and assumes that there are no Hazards in the area to be excavated. The Contractor reserves the right to carry out a full Site survey including underground services at the expense of the Client upon the Client placing an Order and if the survey shows any Hazards the Contractor shall advise the Client in writing of the nature of these and notify the Client of any additional charge payable to the Contractor by the Client. The Contractor's judgment of any Hazards is only a guide and the Client remains liable for the repair and/or movement of the Hazards.

### **Contractor's obligations**

- 8.1 The Contractor shall carry out and complete the Contract Works in accordance with the Contract Documents, with due diligence and in a good and workmanlike manner.
- 8.2 The Contractor shall provide goods and materials of the standard stated in the Contract Documents or, where no standard is so stated, of a satisfactory quality.
- 8.3 The Contractor shall provide all labour, materials and plant required to carry out and complete the Contract Works except for the attendances set out in the Contract Documents which the Client shall provide free of charge to the Contractor.
- 8.4 The Contractor may subcontract any of the Contract Works.
- 8.5 The Contractor shall comply with, and give all notices required by, any statute, any statutory instrument, rule or order or any regulation or bye-law applicable to the Contract Works (including the CDM Regulations). Any payable fees and charges in respect of the Contract Works shall be paid by the Client.

### **Client's obligations**

- 9.1 The Client shall comply with the CDM Regulations, shall provide sufficient access to the Site for the Contractor to perform his obligations under this Contract and shall in no way hinder or prevent the Contractor, whether by act or omission, from performing such obligations.
- 9.2 The Client shall not, without the prior written consent of the Contractor, assign, transfer, charge, Contract or deal in any other manner with all or any of its rights or obligations under this Contract.
- 9.3 The Client must provide the Contractor with all the information stipulated in the tender or quotation and any other information requested by the Contractor. If this information is not provided the Contractor may at its option, cancel the Contract or claim a suitable extension of the Contract period and charge the Client any additional costs resulting from such extension.
- 9.4 Unless specifically stated under the description of the works within the quotation, the Contractor does not accept responsibility for civil works or foundations or for compliance with statutory regulations or local by-laws or for the fulfilment of any special requirements binding upon the Client. When the Goods are supplied for use in conjunction with equipment and/or structures which are not supplied by the Contractor, the Client shall be solely responsible for ensuring that such equipment and/or structures are in all respects suitable and adequate for the purpose, and are properly installed. The Contractor shall not be liable for any adaption of the Contractor's designs or manufactures made by someone other than the Contractor to suit the Client's own circumstances.
- 9.5 Where the Client requires special safety precautions when Contractors are working on site ie provision of temporary traffic control system, flagmen, warning lamps etc., such requirements shall be provided free of charge by the Client.
- 9.6 If erection is prevented, delayed, impeded or otherwise rendered more expensive by any act or omission of the Client (including but not limited to any Contractors employed by the Client or any other

third party to which the Client is responsible) including failure to advise the Contractor of special local Conditions, the Client shall pay such extra charges as the Contractor shall reasonably require. Any alteration by the Client in design, quantities or specifications may also involve adjustment to the price. Such work shall be carried out only against written instructions given to the Contractor by the Client.

- 9.7 Where the Contractor provides any labour on the Client's site, the Client shall indemnify the Contractor against the consequences of any defect or suitability of any tackle or apparatus provided by the Client and against all liabilities for damages, costs and expenses arising out of the death of or personal injury to any persons or damage to any property howsoever caused provided that this indemnity shall not apply to liabilities arising from the negligence of the Contractor or its servants or agents.

### **Electrical Works**

- 10.1 The Contractor shall carry out only the works specified within the quotation in relation to any electrically operated products.
- 10.2 Full wiring checks and final sign off of all electrical work must be carried out by the Client

### **Commencement and completion**

- 11.1 The Contractor shall deliver the Goods to Site as stated in the quotation and shall complete the Works in a reasonable period, unless a period for completion is stated in the Contractor's quotation.
- 11.2 Times or dates for delivery or performance (including erection) are estimates only and, unless otherwise expressly stated, time is not of the essence. The Contractor will use reasonable endeavours to deliver or perform by the time or date quoted, but will not be liable under any circumstances for any loss claimed to have arisen from any delay in delivery or performance. No delay shall entitle the Client to cancel or repudiate the Contract.
- 11.3 When erection has been completed, the Client will be notified accordingly and will be asked to provide a witness to attend the commissioning of the equipment and will be provided with the site completion paperwork. The date when the site completion paperwork is handed over is the date when practical completion is deemed to have been achieved. In the event that the Client does not provide such a witness the equipment will nevertheless be commissioned and if found satisfactory by the Contractor will be deemed to have been handed over and a certificate to that effect will be issued and will be deemed to have been given to the Client. Erection is deemed to be complete if the equipment is fit for its known commercial use at time of tender notwithstanding minor omissions or defects which do not materially affect such use.
- 11.4 The number of visits to site is dependent on the nature of the contract works. The Contractor's standard number of visits is
- Supply and install jobs: 2 visits; (i) survey (ii) install
  - Supply and install with groundworks; 4 visits. (i) survey, (ii) dig foundation pots, (iii) install, (iv) backfill and make good
  - Supply and install with strip out; 3 visits. (i) survey, (ii) strip out, (iii) install,
  - Supply and install jobs with groundworks and doors/windows or shutters; 5 visits. (i) survey, (ii) dig foundation pots (iii) install canopy (iv) make good (v) install doors/windows/shutters minimum 4 weeks after canopy installation
  - Supply and install jobs with doors/windows/shutters; 3 visits. (i) survey, (ii) install canopy, (iii) install doors/windows/shutters minimum 4 weeks after canopy installation

For Spacelite Rooflights no survey will be carried out by The Contractor and installation will be for one continuous visit.

### **Client's instructions**

- 12.1 The Client may issue written instructions which the Contractor shall carry out within a reasonable period, taking into account the availability of manufacturing slots. The Contractor shall only be obliged to follow Client instructions where the price has been agreed in accordance with clause 13.1 and which are issued between the date the Contractor's order acknowledgement letter is served to the Client up until the date of Practical Completion.

- 12.2 The Contractor shall be entitled to additional payment in respect of the Client's instructions.
- 12.3 If despatch of the Goods is delayed due to any failure or default of the Client the Contractor shall be entitled to arrange for storage of the Goods on the Client's behalf and all charges for storage, transport, loading and unloading, insurance and demurrage will be payable by the Client. The due date for payment for such costs will be as stipulated in Clause 18 following production of an invoice.

### **Variations and claims**

- 13.1 Where the Client wishes to instruct a variation to the Contract Works, then the Client shall issue a request for a quotation, the Contractor shall price the additional works, and only when the price has been agreed, the Client shall issue a written instruction to the Contractor to proceed with the works and confirming the agreed price. The Contractor reserves the right to refuse to complete any additional works instructed by the Client until the price for the varied works has been agreed.
- 13.2 The Contractor shall in addition be paid any direct loss and/or expense incurred by the Contractor due to the regular progress of the Contract Works being affected by compliance with any Variation or for any impediment, prevention or default, whether by act or omission, by Others.
- 13.3 If the Client fails to provide any items required by these Conditions, the Contractor may in its discretion and at its sole option provide the items required and charge the cost incurred plus 20% to the Client.

### **Extension of time**

- 14.1 If the Contractor is delayed in completing the Contract Works by the ordering of any Variation of the Contract Works or for other reasons beyond the control of the Contractor, the Contractor shall notify the Client in writing. The Client shall make such extension of time (if any) as is reasonable.
- 14.2 The Contractor shall constantly use reasonable endeavours to prevent or minimise any delay in the progress of the whole or any part of the Contract Works.

### **Limitation of Liability**

- 15.1 The Contractor shall only be liable to make good any defects in the Contract Works which stem from his faulty design or his selection of unsuitable or inadequate materials or from faulty materials or bad workmanship. If this is proved to be the case, then the Contractor undertakes, at its discretion, either to replace or repair the Goods or any part or parts thereof. Provided that:
- (a) written notice of the defect with full details thereof being received by the Contractor within 21 days of the discovery of the defect. Such notice may be given by email but must be confirmed by letter of the same date in accordance with clause 5.5; and
  - (b) the defective Goods or part or parts thereof being returned, securely packed, at the risk of the Client and carriage paid by the Purchaser, to the Contractor or to such person as the Contractor may direct; and
  - (c) the Contractor receives written notice of any defect within 12 months from the date of completion per clause 11.3 or within 15 months of the date when the Client was first advised that the Goods was ready for despatch, whichever is the earlier; and
  - (d) the Contract Works have been used under proper operating conditions including having been operated within the classification for which it was designed; and
  - (e) in the case of materials and goods supplied and fixed but not manufactured by the Contractor, the extent of the Contractor's liability in respect thereof shall not exceed the extent of the supplier's or the manufacturer's liability to the Contractor; and
  - (f) the Contractor shall not be liable to make good any defects in the Contract Works which arise from the operation of the same by the Client, his servants or agents before the date of completion nor shall the Contractor be liable for any loss or damage arising directly or indirectly as a consequence of such operation; and
  - (g) the Contractor is not liable if the defect is due to carelessness, improper treatment or any wilful or negligent act or omission, including lack of maintenance, inadequate lubrication, or any failure to comply with any instructions given by the Contractor or any use of the Goods with any part or parts which do not comply with the Contractor's specifications

- (h) the Contractor is not liable if blockages result from failure by the Client or End User to regularly clean out the gutters in accordance with the maintenance manuals
  - (i) the Contractor is not liable if the goods have been modified
  - (j) the Contractor is not liable if the defect or failure is caused by wear and tear
  - (k) the Contractor is not liable if the Client has not paid the Contractor for all work invoiced on this or any other contract
  - (l) the Contractor's maximum liability for all loss / damage / expense as a result of the Contractor's breach or negligence under the Contract is limited (capped) in total and in the aggregate to an amount equivalent to the initial Contract Price which shall not be exceeded under any circumstances.
- 15.2 The Contractor shall not be liable in respect of any defect which may occur in any previously existing system to which the Contract Works may be connected unless and to the extent that such defect is directly caused by a defect in the Contract Works for which the Contractor would be liable under this clause.
- 15.3 Save as is provided by this clause, the Contractor shall not be liable for any direct loss or damage as consequence of any defect in the Contract Works save to the extent that such defect is caused by the negligence of the Contractor, his servants or agents. The Contractor's liability for any direct claim arising under the Contract shall be limited to that proportion of recoverable direct loss as would be just and equitable to require the Contractor to pay in regard to the extent of the Contractor's responsibility for the same on the assumption that:
- 15.3.1 All other consultants and advisors, contractors, subcontractors and suppliers directly or indirectly involved with the works under the Contract have provided contractual undertakings on terms no less onerous than those set out herein.
  - 15.3.2 All the parties referred to in this clause have paid to the Client such sum as it would be just and equitable for them to pay having regard to the extent of their liability for the direct loss incurred by the Client.
- 15.4 The Contractor is not liable for damage to the Client's property during installation by the Contractor.
- 15.5 For the avoidance of doubt, any condition or warranty implied by law shall cease to apply after the expiry of the period stated in Clause 15.1(c) above.
- 15.6 The Contractor will require a reasonable period of time to carry out any repairs or replacements.
- 15.7 The Contractor will charge for any visits to site caused by the Client / End Users failure to properly maintain the goods.
- 15.8 The Client shall indemnify and hold the Contractor and its officers, directors, employees and agents harmless against any claims, demands, liability, direct loss and/or damages including legal fees, arising from any misrepresentation and/or breach by the Client of the obligations set out in clause 9 or of any conditions set out in the quotation or subcontract.

#### **Consequential loss or damage**

16. Subject to the Unfair Contract Terms Act 1977 the Contractor hereby limits his liability to the Client to the completion of the Contract with due care and skill in workmanship and with sound materials of satisfactory quality. The Contractor shall not be held responsible for any consequential loss or damage (including pure economic loss, damages, compensation, costs, expenses, losses or other liabilities of any nature, whether direct or consequential including, without limitation, any loss of profits, loss of goodwill, increased overheads or other financial loss of any nature suffered or incurred) arising out of or caused by the Contractor's workmanship or goods or equipment supplied by the Contractor.

#### **Limitation of liability for liquidated damages**

17. In the event that completion of the work is delayed solely by the Contractor, the Contractor's liability for liquidated damages is limited to 0.5% of the nett price of the Contract Price each week or part

thereof until completion of the work up to a maximum of 2.5% of the nett price of the Contract Price which shall be the sole remedy for such delays.

### **Payment**

- 18.1 Payment shall be due to the Contractor on production of an invoice in line with the terms stated in the quotation and special conditions.
- 18.2 The rates and prices are fixed for 30 calendar days from the date of this quotation. No price increases will be charged where the Contract Works are installed within 6 months from the date of this quotation. Where the Contract Works are installed outside this 6 month period, then the rates and prices are subject to escalation. Such escalation will be calculated by the Contractor in accordance with BEAMA (British Electrical and Allied Manufacturers Association) Contract Price Adjustment formula.
- 18.3 The Client shall determine and give a written notice to the Contractor not later than 5 days after the date on which a payment becomes due which shall specify the amount (if any) of the payment to be made and the basis on which that amount was calculated. The final date for payment is 3 days from the date the payment becomes due for monies due prior to the Contractor starting on site (ie to secure the manufacturing slot and prior to delivery) and 30 days from the date the payment becomes due for all other payments unless expressly stated elsewhere in these conditions.
- 18.4 Where payment is paid late by the Client, the Contractor may enforce its statutory rights. In addition, any costs incurred by the Contractor will be charged to the Client including but not limited to the costs of bounced cheques and time spent by the Contractor's employees.

### **Retention of title**

- 19.1 In no case will the property in the Goods pass to the Client until payment has been made to the Contractor of all monies owed on any contract by the Client to the Contractor including VAT on and until such payment the Client will hold the Goods in a fiduciary capacity as bailee for the Contractor.
- 19.2 The risk in the Goods will pass to the Client on despatch from the Contractor's place of business in Warrington, and the Client shall insure and keep insured the Goods to the full price against "all risks".
- 19.3 In the case of default in payment by the Client after despatch of the Goods and before the Goods has become the Client's property or if, before the property in the Goods has passed to the Client, the Client becomes insolvent within the meaning of Section 113 of the Housing Grants, Construction and Regeneration Act 1996 or any amendment or re-enactment thereof, the Contractor may give notice to the Client terminating the Contract or the Client's right to possession, as the case may be.
- 19.4 Where the Client has defaulted on payment, whether due to insolvency or due to any other reasons, the Client shall, if the Goods has been despatched, be bound at the Client's own expense to re-deliver the Goods to the Contractor. In such cases the Contractor may (with or without previous notice) repossess the Goods and the Contractor or the Contractor's duly authorised Agents are in such circumstances irrevocably authorised by the Client to enter the premises in which the Goods is located and to dismantle and remove the same at the Client's expense.

### **Cancellation**

20. The Client has no right to cancel, but in the event of cancellation by the Client following written agreement by the Contractor, the Client will be liable to the Contractor for works, including design works, carried out up to the point of cancellation. If manufacture has commenced then the cancellation charge will be 100% of the Contract Price. The due date for payment of cancellation fees shall be the date of the invoice and the final date for payment shall be 7 days after the date of invoice.

### **Suspension**

- 21.1 If the Client fails to pay the sum due to the Contractor under this Contract or under any other contract with the Contractor by the final date for payment, and no pay less notice has been served, then the Contractor may give a written notice of his intention to suspend the performance of any or

all of its obligations under this Contract. If the Client's failure to make payment continues for 3 calendar days after the giving of such notice, then the Contractor may suspend such performance until payment in full is made under this Contract and under any other contract between the Client and the Contractor.

- 21.2 Where the Contractor exercises his right of suspension under clause 21.1, he shall be entitled to a reasonable amount in respect of costs and expenses reasonably incurred by him as a result of the exercise of the right.
- 21.3 Applications in respect of any such costs and expenses shall be made to the Client and the Contractor shall with his application or on request submit such details of the costs and expenses as are reasonably necessary to enable his entitlement to be ascertained.

#### **Termination – breach or insolvency**

22. Each Party ('the terminating Party') shall be entitled by written notice to the other Party to terminate the Contractor's employment under this Contract forthwith if the other Party at any time:
- (a) is in breach of his obligations under this Contract which he fails to rectify within 7 calendar days of a written warning from the terminating Party specifying the breach and requiring that it be remedied within that period; or
  - (b) is insolvent within the meaning of s113 of the Housing Grants, Construction and Regeneration Act 1996 or any amendment or re-enactment thereof

In the event of such termination the Contractor shall immediately leave the Site and the terminating Party shall be entitled to recover from the other Party the amount of any resultant loss, damage and/or expense incurred by the terminating Party which he would not have incurred had this Contract been duly performed in full. Where the Client terminates the Contractor's employment under this contract, any monies owed to the Contractor shall become due immediately on termination.

#### **Insurance**

- 23.1 The Client shall insure in the joint names of the Client and the Contractor the whole and every part of the Goods and the Contractor's equipment including hired plant from the date of despatch from the Contractor's works to completion or erection at full replacement value against all loss or damage from any cause whatsoever.
- 23.2 The Client shall indemnify the Contractor against all losses, liabilities, claims, costs or expenses arising from damage or injury to persons or property, which may arise out of or in conjunction with the execution of the Contract, provided that this indemnity shall not apply to liabilities arising from negligence of the Contractor or its servants or agents.
- 23.3 The Client agrees upon demand to indemnify the Contractor against all losses, damage, injury, costs and expenses of whatever nature suffered by the Contractor arising out of claims under the Consumer Protection Act 1987 and against all losses, damage, injury, costs and expenses of whatever nature suffered by the Contractor to the extent that the same are caused by or related to :-
- (a) designs, drawings or specifications given to the Contractor by the Client in respect of Goods produced by the Contractor for the Purchaser, or
  - (b) defective materials or products supplied by the Client to the Contractor and incorporated by the Contractor in goods produced by the Contractor for the Purchaser, or
  - (c) the improper incorporation, assembling, use, processing, storage or handling of goods by the Client.
- 23.4 Twinfix Limited public liability insurance currently provides cover for up to a limit of £5,000,000 per single incident. If additional cover is required a price surcharge will be levied.

#### **Copyright**

- 24.1 Any drawings or other technical data provided in connection with the Contract shall remain in the custody of the Client, who shall not divulge any details therefrom to any other person, firm or company



without the approval of the Contractor. Such drawings or other technical data remain the property of the Contractor.

- 24.2 No right of ownership or interest in the Contractor's patents, registered designs, trade marks, copyrights or any other intellectual property owned by the Contractor shall pass in any way to the Client in relation to the Goods or Services provided under these Conditions. The Contractor gives no warranties or representations in relation to the Contractor's patents, registered designs, trade marks, copyrights or any other intellectual property and, in particular, does not warrant or represent that any registered patents, registered designs, trade marks, copyrights or any intellectual property are valid or will remain registered.
- 24.3 Where Goods are made or supplied to the Client's own specification, pattern or design or where standard goods of the Contractor are altered in accordance with the Client's instructions the Client warrants and undertakes full responsibility not only for the suitability and fitness of the specification, pattern or design but also that such specification, pattern or design does not infringe any patent. Trade mark, registered design, copyright or any other proprietary right of any third party and the Client shall indemnify and keep the Contractor indemnified in full against any loss, damage or expense whatsoever (including costs) which the Contractor may incur in or arising from the performance of the Contract by reason of any infringement of any such patent, trade mark, registered design, copyright or any other proprietary right and the Client acknowledges that the Contractor shall be under no liability of any description to the Client if the Goods prove to be unsuitable for whatever reason for application or use.

#### **Inspection and Testing**

- 25.1 If any inspection or testing is required prior to despatch other than the Contractor's standard works inspection or tests, or if inspection or testing is required in the presence of the Client's representative, the Contractor will carry out such inspection or testing or provide the facilities for the same, but the requirements of such inspections or tests shall be notified at the time of placing the order and shall be paid for by the Client as an addition to the quoted price.
- 25.2 Where the Client requires the equipment to be inspected or tested in the presence of its representative, the Contractor will notify the Client that the Goods is ready for inspection and testing and the Client's representative shall attend for such inspection and testing within 7 days of the date of such notification otherwise the Contractor will carry out the inspection and testing and such inspection or testing shall be deemed to have been made in the presence of the Client's representative.

#### **Force Majeure**

26. The Contractor shall have no liability to the Client under this Contract if it is prevented from or delayed in performing its obligations under this Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including but not limited to strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, disorder, civil commotion, malicious damage, compliance with any law or government order, rule, regulation or direction, accident, breakdown of plant or Goods, fire, flood, storm, lightning, explosion, severe weather, acts of local or central Government or default of the Contractor's suppliers or Sub-Contractors.

#### **Applicable law**

27. This agreement shall be governed by the laws of England and Wales and the parties submit to the non-exclusive jurisdiction of the courts of England.

<b>28. Facilities, Services &amp; Attendances</b> - Unless shown below as being provided by Twinfix (TWF), all such items are to be provided by the Client at his cost.		
<b>Item</b>	<b>Client to Provide</b>	<b>TWF to Provide</b>
Unimpeded and suitable vehicular access and parking for TWF delivery to within 50 metres of the point of installation must be available.	✓	X
For roller shutter projects only – 13 amp switchable fuse spurs to be installed; 1 no. per shutter. Spurs must be located within 1m of the shutter motor	✓	X
For electric vent/rooflights or domes – all electrical wiring and unless quoted control units	✓	X
Loading, unloading and distribution of materials (excluding standard distribution to ground level working area)	✓	X
Material distribution to ground level working area	X	✓
Shared toilets & mess room, shared first aid, shared drying room	✓	X
Space for materials/plant / hutting	✓	X
110V electricity outlet(s) to within 15m of working area – delays to progress to be charged at day work rates ***	✓	X
Electrical adaptors, leads etc	X	✓
Safety lighting and task lighting	✓	X
Water to within 15m of the installation	✓	X
Scaffolding – mobile tower only,	X	✓
Scaffolding/Other access equipment – other special scaffolding and specialised access equipment	✓	X
Clear working area and hardstandings to permit use of scaffolding by TWF	✓	X
Crash decks or suitable safe working platforms including where appropriate suitable edge protection and harness points	✓	X
Rubbish skips (located at designated point on site)	✓	X
Plant, small tools and tackle	X	✓
The finished floor in and around the installation site with a tolerance across the diameter +/- 3mm	✓	X
Setting out – where TWF are not responsible for groundworks	✓	X
Setting out – where TWF are responsible for groundworks	X	✓
Removal of Client owned equipment where required to permit installation, including but not limited to external lights, alarm boxes etc and refitting after installation by TWF	✓	X
Protection of all surrounding equipment, furnishings etc during installation	✓	X
Restriction of access to the site whilst the Contractor is installing the works to ensure safety to non Contractor personnel. Note that this may include but is not limited to hoarding, hereas fencing etc	✓	X
Protection and responsibility of TWF's works until practical completion of TWF's work	X	✓
Protection and responsibility of TWF's works after practical completion of TWF's work	✓	X
Security	✓	X
Builderswork including but not limited to diamond drilling	✓	X
Cleaning of Contract Works immediately after practical completion of TWF's work	X	✓
Final clean	✓	X



