



Clarifications

1.0 Technical

1.1 Surveys – Unless stated we will work to given dimensions and agreed tolerances (see Job Specifics).

All openings / grounds will be complete, fully prepared, true and square prior to our site commencement.

Where we are required to carry out a survey, this shall be a non-destructive survey and any unforeseen variations to the structure discovered at a later stage shall be subject to a cost variation, these and any programme implications will be issued to the Main Contractor / client. Should we require any areas to be "broken out" at the time of survey, then this shall be by the main contractor.

All access for surveys will be by the main contractor / client.

1.2 Drawings – Design

Drawing / Programme will commence once we have obtained a satisfactory credit status check, receipt of all construction issue details.

Any delay in our receiving approval of drawings by a required date may cause a delay to the overall programme due to loss of available manufacturing slot. Should this occur, our Contracts Department will advise and issue a revised programme, with any costs caused by this delay to either Barretts Group or any adjacent trades being at the expense of others.

In the preparation of our price & programme we assume a minimum "B" status level of approval to coordinated comments which is defined as *"...minor amendments which when incorporated into drawings can be issued for manufacture without any further issue for approval being required."*

Additional changes may have costs associated to them.

Payment for design, drawing work and survey is to be included within the monthly valuations corresponding to the period in which the work was undertaken.

1.3 Calculations - Unless noted in our specification, we have not included for providing structural calculations. Where these are included, they shall be limited to the extent of our works and shall not include any calculations in relationship to adjacent structures, which we deem to be the responsibility of others.

1.4 Openings - Preparation of openings to be carried out by others prior to our commencement on site.

1.5 Surrounding Structure – If applicable, our price is based on the assumption that true, square and level openings of accurate size are available to our fixers, and we reserve the right to amend our price should this not be the case. Furthermore, we accept no responsibility for the condition or failure of the surrounding structure to which our products are to be installed. It is the responsibility of the client to ensure that the host structure will with stand the loads applied by the Barretts Group works. Without being issued all design information at this time, we assume that the structure has been designed so that building movements are limited to suit the Barretts Group works.

1.8 Unless otherwise stated, our price excludes any structural steelwork, firebreaks, cills, flashings, thresholds, sub-frames, and wall capping pieces, special angles, special bracket fixings or deep rails.

1.9 Floors shall be prepared for floor springs or cut-out by the Main Contractor prior to Barretts Group's visit to site. If supports are required for our floor springs this will be at extra cost.

TECHNICAL

1.10 Window and door `operating mechanisms` will be self-colour finish, and may be visible during operation.

1.11 Screw heads will generally be self coloured stainless steel, and will not be coloured coated.

1.12 We are unable to offer any performance specification relative to air and water infiltration on doors.

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1.14 All finished surfaces must be cleaned and maintained commencing from the date of installation on site In accordance with the O+M manual

1.15 Colour variations are inherent in all anodised and polyester powder coating processes.

1.16 Any ceramic-coated glass used in look alike double glazed units are designed specifically for use with a back up wall or floor slab. Where no back up wall is available, pinholes may become visible through the coating, as a result of the manufacturing process.

1.22 We have not included for any electrical cabling to be routed or encapsulated in our system.

1.23 Argon filled units are generally manufactured with the gas injected into the unit through components specially designed for this purpose. These components are grey in colour and may be visible at each corner of the unit. Maintenance instructions for the works and its constituent parts will be amplified in the O&M manual. Strict adherence to the O&M manuals are required for any warranties / guarantees.

Building Regulations

1.24 We confirm that we have incorporated the requirements of Part N1 of the building regulations in respect of critical locations, safe breakage, and robustness of glass

1.25 We draw your attention to the following aspects of our scope of work, where the client /architect may not have taken due regard of the building regulations, in respect of those elements of the building being quoted by ourselves.

1.27 Part N2, we have not allowed for any manifestation as may be required by the screen arrangement.

1.28 Part M, unless stated we have made no specific provision for doors, which may require disabled/wheel chair access. Part L, we have assumed that the Architect/Client has carried out an assessment of the building's energy efficiency, and the extent and specification of the glazing systems detailed by him within the building complies with this requirement. As such our quote is based upon the products specified by Barretts Group.

1.29 Part K, we have assumed that the Architect/Client has carried out an assessment of the requirement within his design of the buildings glazing system, for guarding and containment.

1.30 The glazing systems may not in itself comply with Part K, the Architect/Client should make separate provision to comply with this requirement.

1.31 **Manifestation** - Unless specifically mentioned in our quotation, no manifestation is included, with the exception of standard applied identification notices to automatic doors.

Exclusions

1.32 Any manufactured item, works or attendance item not specifically identified in appendix A.

1.33 Door or screen mounted signs.

1.34 Builders work, including removing any existing windows / screens, adjacent decoration / finishes unless specifically stated, or any making good whatsoever.

1.35 Powder coating finishes to withstand a marine environment or otherwise aggressive environment.

1.36 Our quotation allows for a standard non metallic powder coating / anodising.

1.37 Off / on site testing.

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1.38 Samples and mock-ups unless specifically itemised.

1.39 Temporary hoardings, fences or screens.

2.0 Commercial

2.1 **Protection** - If we are requested to leave our protective tape on when our work is completed, we cannot be held responsible for any damages that may be discovered when it is finally removed.

2.2 Other than low tack tape no other protection is offered, protection of the works remains the responsibility of the main contractor / client.

2.3 Works shall be inspected for defects by the customer prior to Barretts Group leaving the site, and signed for as inspected. Defects must be noted at that time.

2.4 **Adjacent Materials** - Whilst every care will be taken when working with adjacent materials, Barretts Group cannot accept responsibility for the loss or damages to adjacent materials that may be discovered when protection is finally removed.

2.5 Free issue goods – Bought out items

Where free issue goods / Bought out items are specified, we will require full details of any such items to be issued with our instruction, or at latest prior to our issuing drawings for approval. Any delay caused due to lack of information or the supply of such materials thus preventing the issue of drawings or supply of the materials for approval / installation, cannot be the responsibility of Barretts Group Ltd. We would then ask for the contract clause relating to 'the inability to obtain materials' to form part of the contract agreement.

2.6 Period For Acceptance

This tender remains open for acceptance for 30 days from the date of issue. Upon expiry of the fixed price period, all costs related to all remaining / outstanding works will be renegotiated.

Unless specially noted the tender sum is based upon the works being delivered and installed during one continuous visit to site and the works are to be carried out during normal working hours.

2.7 Form of subcontract

For works to the value of £10,000 the Barretts Group standard terms and conditions of sale will apply.

For works above £10,000 the standard form of Sub Contract DOM1/DOM2 unamended will apply.

We reserve the right to review our quotation if amendments / alterations are made to the form of contract.

2.8 Period For Payment

Unless otherwise specifically agreed by Barretts Group in writing all applications / invoices submitted for payment will become due for payment 30 days after submission.

Any sums overdue for payment will attract interest at a rate of 4% over the Bank of England Interest rate.

For Non-Account customers, our terms of payment are payment with order or payment against Pro-forma Invoice.

Any discount offered is only applicable when payments are received on time and in full.

2.9 Retention

Our price assumes a maximum of 3% of the contract sum value is to be held as retention, with the release of the first monetary 1.5% to be after practical completion of our subcontract works.

2.10 Liquidated and Ascertained Damages

In general, we accept no liability for liquidation and ascertained damages. However, if these are specified and accepted in writing by us, then our total liability will be limited to 5% of the value of our order/sub contract value.

2.11 Off Site Payment

Should we manufacture and take delivery of materials to carry out the contract works in accordance with the agreed programme and our site installation period is delayed through no fault of our own, we will ask and expect to be paid for such materials stored off site. A suitable form of indemnity can be provided.

Property on unfixed materials shall not pass to the customer until payment in full has been received.

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2.12 Dayworks

We confirm our all in day work rates are:-
£300/Day for all site installation personnel.
£345/Day for all supervisory and head office personnel.
Materials at cost + 50%.
Plant at cost + 50%

2.13 Variations

We require that all variations be dealt with appropriately, and would stress that due to the nature of scope, it is not always possible to pro-rata our works
Variations to the works will only be implemented on receipt of a formal instruction, which confirms that we will be reimbursed for all consequential costs.

2.14 Warranties – Bonds-Guarantees

The terms of any warranties will be subject to review / agreement by our legal advisors and may be subject to cost. Our offer does not include for the provision of a Performance Bond, unless stated otherwise. On demand bonds are unacceptable. The terms of any bonds must be acceptable to the surety and us. We are unable to offer a parent company guarantee. Any warranties offered shall be active from the clients beneficial use of our products and not from practical completion of the overall project.

2.15 Specific attendances required

We require the free of charge provision by you of the attendance items shown on the enclosed Appendix A, we accept that we will be responsible for the attendance items marked as such on this document.
All scaffolding, craneage and hoisting facilities unless otherwise specifically detailed in this offer, to suit our requirements and job conditions necessary, is deemed to be the responsibility of the main contractor and our prices consequently do not allow for these contingencies.

2.16 Design Management

The Co-ordination of design must be carried out manually between our design personnel and the client's representative. Specifically, we must be notified of any design alteration or issue that has a direct or indirect effect on our works.

2.17 Safety Management

All works will be carried out in accordance with the Installation Project Procedures as detailed in Section x of the company Health and Safety Manual.
All specific risk assessment, method statements, COSHH assessments etc. will be issued in Barretts Group format.

3.0 Programme

3.1 Please refer to Appendix B detailing our draft programme, indicating the sequence and works duration. Also note that said programme is based strictly on the criteria detailed therein.

To enable us to prepare a definitive contract programme, we need to be made aware of the latest dates by which the following critical information as applicable will be available to us.

This list is indicative only and a comprehensive check of the project specific requirements will be necessary.

4.0 Sequence of working

- Full set of architects details and structural drawings, at `For construction` status, providing full details.
- Confirmation of the design wind load
- Confirmation of any structural and building tolerances / movements to be taken into account
- Horizontal and vertical glass joint dimensions
- Confirmation of glass types and colours
- Confirmation of type and colour of panels
- Confirmation of metal finishes and colours, both internal and external
- Confirmation of ventilation / window / door fittings required.
- Confirmation of door types

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- Fabrication steelwork drawings
- All relevant interface details
- Confirmation of opening sizes
- Final details of coping, head cill and jamb details
- Confirmation of any special ironmongery and hardware requirements

This tender submission is based on the terms and conditions embodied within the offer.

In the event that this submission proves to be of interest then the provision of any ensuing contract will be subject to discussion / agreement.

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TERMS AND CONDITIONS

DEFINITIONS

1. In these Conditions
 - a. 'the Company' means London Toughened Ltd.
 - b. 'goods' means the articles equipment or goods to which this document relates
 - c. 'the Buyer' means the purchaser of the Goods from the Company

GENERAL

2. All orders are accepted and all contracts are made subject to the following terms and conditions provided that any special conditions in any quotation or contract signed on behalf of the Company by a duly authorised employee shall prevail to the extent that they are inconsistent with the following terms and conditions.
3. If the Company's terms and conditions (whether special or general) shall be at variance or inconsistent with any printed conditions attached to the Buyer's order then the Company's terms and conditions shall prevail to the extent that the printed conditions attached to the buyer's order are inconsistent with the following terms and conditions.
4. A quotation of the Company does not constitute an offer by the Company to supply the goods and services and every acceptance of any quotation of the Company and every order by the Buyer in response to any quotation of the Company shall be deemed an offer by the Buyer to the Company and will not be binding on the Company until the Company has given written acknowledgement of its acceptance of such order.
5. A quotation shall be deemed to have been withdrawn unless an order in respect thereof is placed within the period specified in the quotation.
6. All glass will be loose loaded and tail board with delivery during normal working hours- Monday to Friday 8am- 5pm, excluding weekends and public holidays unless otherwise stated. Stillage deliveries will incur an additional refundable charge of £250 each per Stillage and a further rental charge of £70 each, per week or part thereof.
7. Any templates will be free issue to ourselves and must be full size rigid hardboard and clearly marked (paper and correx are not acceptable as templates). We retain templates for a period of 14 days before disposal or return and all manufacturing from templates will be within manufacturer tolerances.
8. We can provide a reasonable quantity of samples of standard glass and painted products to the standard RAL chart free of charge, however, other samples may be chargeable but this cost is fully refunded provided an order is placed within 3 months of the manufacture of the samples.
9. Our minimum invoice value is £25.00 plus vat.
10. A delivery charge of £25.00 applies on all orders for deliveries within the M25 of less than £100.00 plus VAT and all other areas are priced on application.
11. Wherever possible we can provide a premier delivery service for urgent orders outside our standard lead times, these will incur an additional 20% cost over and above the quoted amount.

PRICE

12. Except in respect of a quotation or acceptance of order where the price is expressly stated to be fixed for a specific acceptance period of 30 days, the Company reserves the right to alter its quotation or order prices in respect of the goods and services by reference to the price ruling at the date of despatch of the goods and performance of the services by any additional sums as may from time to time be necessary to cover increases in the costs incurred by the Company which may occur between the date of conclusion of the contract and the date of despatch of the goods or performance of the services.
13. Where in a quotation or acceptance of order a price is expressly stated to be fixed for a specific delivery and performance period and for any reason (except where the same is due to the default of the Company) the goods are despatched and/or the services performed after the end of the said period, the Company reserves the right to change the price ruling at the date of despatch of the goods and/or performance of services in like manner as in Condition 6.

DELIVERY/PERFORMANCE

14. Where a quotation or acceptance of order specifies a delivery and/or performance period but the Company is unable to complete delivery and/or performance without further information or details from the Buyer and there is in the opinion of the Company a delay on the part of the Buyer in providing the information or details, then the Company may if it wishes give notice extending the delivery and/or performance period and without prejudice to the Company's rights to vary its prices under Condition 13 hereof (and in the case of fixed price contracts under Condition 14 hereof).
15. Any date or period set out herein for the delivery of the goods and/or performance of the services or any part of them shall not be of the essence of the contract and if the Company is prevented from delivering any goods or performing any services at the time provided therefore by reason of any cause outside its reasonable control (including but not so as to limit the generality of the foregoing fire, explosion, delay in supplies, plant breakdown, interference by labour strikes or lockouts or non-availability of transport or materials) then the date of period for delivery and performance of the services shall be extended by the duration of the occurrence. Provided always that if in any case the delaying factor or factors shall have operated for six weeks or more and shall still be operating the Buyer may give written notice to the Company to terminate the contract in respect of those goods and services which still remain to be delivered and performed under the contract.
16. We value quality and customer service, therefore, in the event that our client is unhappy with any of our products due to defects we will gladly replace the item, provided, the client informs us in writing no later than 3 days from delivery date and the faulty product can be

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returned to our works for inspection as soon as possible, otherwise, any remake will be chargeable.

TERMS OF PAYMENT

17. All goods supplied and services performed shall be paid for 30 days from the date of application by the Company. If any discount is offered by the Company then the same shall be deductible only if the goods and services are paid for within the said 30 days and on no account shall discount be deductible from value added tax.
18. Non compliance with the Company's terms of payment shall constitute default without reminder. In case of default the Company may charge interest at the rate of 1.25 per cent per month from the date upon which the payment falls due. In the event that the Buyer shall fail to fulfil the terms of payment in respect of any notice the Company may in its sole discretion demand payment of all outstanding balances whether due or not and/or cancel all outstanding order and/or decline to make further deliveries and perform further services except upon receipt of cash or satisfactory security. Except where the laws relating to bankruptcy and liquidation provide otherwise the Buyer shall not be entitled to withhold or set off payment for goods delivered or services performed by virtue of any debt claim or allegation other than a valid claim made in respect of those goods and services under Condition 12(a) or (b) below.

WARRANTIES AND CLAIMS

19. The Buyer should satisfy himself by testing samples or otherwise of the fitness for his purpose of all goods ordered and will be deemed and conclusively presumed to have done so. If the goods delivered differ materially from their description or from samples supplied or are by reason of faulty material workmanship or packing un-merchantable then the Company undertakes to replace such goods or (at the option of the Company) to refund the purchase price or a fair proportion thereof. This undertaking by the Company is subject to and conditional upon the following provisions:-
 - a. Claims in respect of faults readily discernible on a reasonable examination of the goods shall be made as soon as such faults are reasonably capable of discovery but in any event within one month of the delivery of the goods.
 - b. Claims in respect of other faults including faults not discernible until the goods have been taken into use or otherwise dealt with shall be made as soon as the fault is reasonable discernible but in any event within three months of the delivery of the goods to the Buyer.
 - c. All claims must be made in writing.
 - d. The Buyer must afford to the Company the opportunity to examine any goods which are subject of a claim before the goods have been further used or otherwise dealt with.
 - e. The Company will not be liable for any damage to or deterioration of the goods which may occur due to unsuitable storage conditions or to abuse or to any other cause whatsoever.
20. Goods in respect of which any claim is made under these Conditions shall be returned to the Company carriage paid for inspection or (if return is not practicable) alternatively the Company will inspect the goods or procure the same to be inspected in situ. In the event that the Buyer's claim shall be upheld the Company undertakes to reimburse the Buyer with the cost of any such carriage, but if the buyer's claim shall not be upheld then the Company reserves the right to charge the buyer for all or part of the labour travelling carriage and other dues involved.
21. Subject to Condition 20 (b) the undertaking of the Company to make a replacement or refund shall be the absolute limit of the Company's liability to the Buyer in respect of any such claim. The undertaking is in substitution for any condition or warranty (except as to title) implied by statute common law or otherwise in respect of the goods and services.
22. No claim for short delivery of goods or damage to goods in transit can be entertained unless either (where this is possible) a receipt is given to the carrier detailing the shortage or damage at the time of delivery or alternatively notification of the shortage or damage is made to the Company within 3 days from the delivery of the goods by the carrier.
23. All our products are subject to a full 12 month manufacture defect warranty.

TECHNICAL LIMITATIONS

24.
 - a) Minimum area charge for float annealed 0.15m², Low Iron 0.25m², Toughened and IGU glass is 0.
 - b) Minimum glass size for toughening is 200mm x 200mm.
 - c) Maximum glass size for toughening is 4175mm x 2195mm.
 - d) Minimum area charge for toughened laminated is 0.3m².
 - e) All circles are priced on application.
 - f) Holes and or cut outs on toughened glass must be within manufacturing tolerances and we reserve the right to refuse any order that does not comply with our specifications. All internal cut outs will have a radius minimum of the thickness of the glass.
 - g) Single rakes incur a 10% surcharge, double rakes 20% and all other shapes are priced on request.

BUYER'S DESIGN

25. Where goods are ordered in accordance with the designs drawings and specifications or samples furnished by the Buyer, the Buyer shall indemnify the Company against all liability or alleged liability in respect of any patents registered trademarks or any other rights of third parties arising out of the manufacture sale or use of such goods and against all claims demands proceedings damages costs and expenses arising in respect of such liability or alleged liability.

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BUYER'S CANCELLATION OR ALTERATION OF ORDERS

26. The Buyer shall not be entitled to cancel the contract or any part thereof without lawful cause except on such terms as to indemnity to the Company (including loss of profit as the Company may have prior to such cancellation agreed in writing. The Company is not bound to agree to any such cancellation and my complete the contract notwithstanding any such purported cancellation by the Buyer.
27. No variation of a term of the contract (unless specifically authorised by these Conditions) shall bind either party unless such variation is made in writing signed by a party to be bound.

PASSING OF RISK

28. The risk in the goods shall pass to the Buyer when the Company delivers the goods in accordance with the terms hereof to the Buyer or other person to whom the Company has been authorised by the Buyer to delivery the goods whether expressly or by implication and the Company shall not be liable for the safety of the goods thereafter and accordingly the Buyer should insure the goods thereafter against such risks as may be commercially prudent.

CARRIAGE

29. All prices stated or referred to in the Company's quotation or in the Company's acceptance of order do not include any carriage or packing charges which (except as mentioned in paragraph (b) hereof) shall be paid for by the Buyer.
30. The Company shall bear the cost of carriage and packing on all orders for goods to the nett value of over £300 which are to be delivered in the United Kingdom except where any order or part of any order is despatched on the specific instructions of the Buyer in a particular manner and in which case the Buyer will pay the costs of the carriage and/or packing as the case may be.

RESERVATION OF PROPERTY AND RIGHT OF DISPOSAL

31. Until payment by the Buyer in full of the price and any other monies payable to the Company in respect of all goods agreed to the sold by the Company to the Buyer:
- a. The property in the goods shall remain in the Company.
 - b. The Buyer shall hold the goods as bailee for the Company and shall so store and protect them so that they shall at all times be identifiable as goods of the Company.
 - c. The Buyer shall insure the goods against all normal commercial risks to their full replacement value with an insurance company of repute and the Company shall be entitled to inspect and take copies of such policy and of the premium receipts for it.
 - d. The Buyer shall be deemed not to have paid the Company for the goods in the possession of the Company at any time unless the Buyer can prove that payment has been received by the Company.
 - e. At which time prior to the payment in full of the price and other monies payable to the Company in respect of the goods and/or services the Company or its agents may enter the premises of the Buyer and take possession of any goods in which the property remains in the Company and remove and dispose of them as the Company thinks fit. The Company shall apply the proceeds of disposal (after deduction of all expenses) in discharge of the amount unpaid by the Buyer.

BREACH

32. If the Buyer:-
- a. makes defaults in or commits any breach of any of its obligations (including as to payment of price) to the Company hereunder or
 - b. is involved in any legal proceedings in which solvency is a question or
 - c. is a Company and any meeting is convened or resolution is passed or petition is presented (otherwise than for reconstruction or amalgamation) to wind it up or a receiver is appointed or
 - d. ceases or threatens to cease to carry on trade then in any such case the Company shall immediately become entitled (without prejudice to its other claims and rights under the contract) to suspend further performance of the contract for such time not exceeding six months as it shall in its absolute discretion think fit or (whether or not notice of such suspension shall have been given) to treat the contract as wrongfully repudiated by the Buyer and forthwith terminate the contract.

LIMITATION OF LIABILITY

33. Subject to the provisions of paragraph (b) of this Condition it is expressly stipulated that in the event of any claim on any ground being made by the Buyer against the Company in respect of the goods or services or any matter arising from or in connection with the contract relating thereto the liability of the Company shall be limited (in respect of each claim or series of connected claims) to the invoice value of the goods delivered or services performed at date of making of such claim and under no circumstances shall the Company be under any further liability to the Buyer whether for loss of profit or for any other direct or consequential loss howsoever arising.
- Notwithstanding any provisions herein contained nothing in these Conditions shall operate or be construed as operating to exclude or restrict any liability of the Company for death or personal injury resulting from the negligence of the Company.

WAIVER

34. No failure, forbearance, delay or indulgence by the Company in enforcing its rights shall prejudice or restrict such rights and no waiver of any such rights or any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach.

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GOVERNING LAW

35. All contracts shall be governed by English Law. In the event of any dispute whether of interpretation or otherwise or as to the liability either of the Company or the Buyer arising out of the sale use or operation or failure to operate of the goods or of any part thereof, the same shall be determined by the English Courts of the law to whose jurisdiction the Company and the Buyer hereby submit.

NOTICES

36. Any notice to be given by either party to the other shall be in writing and any notice or other document may be served either by delivering it by hand or sending it by post or facsimile, in the case of the Company to the address of the Company appearing in the Company's quotation and in the case of the Buyer appearing in the Company's quotation or such other address as the Buyer may from time to time have communicated to the Company in writing for the services of notices upon it. Service by delivery by hand shall be deemed to be effected upon delivery to the relevant address, service by post (two days) following the date of posting and service by facsimile upon the transmission of the relevant communication and the receipt by the transmitting facsimile machine of the appropriate answer back code.

PREVIOUS CONDITIONS

37. The Conditions supersede all previous UK conditions of sale of the Company.

CONSTRUCTION

38. If at any time one or more of the above Conditions becomes in whole or in part invalid illegal or unenforceable in any respect under any law, the validity legality and enforceability of the remaining provisions thereof and of the other Conditions herein shall not in any way be affected or impaired thereby.
39. The subheadings of these Conditions are not to be regarded as part thereof