

Terms & Conditions of Sale

IN THESE CONDITIONS OF SALE "THE COMPANY" SHALL MEAN LOWE GROUP LIMITED, 12 Hatherley Road, Sidcup, England, DA14 4DT

1 Amendment and Termination of Contract

- 1.1 Once the purchaser has entered into a contract with the Company the purchaser will have no right to amend or cancel such contract. Any amendment or cancellation may only be accepted by the Company in writing at its sole discretion. If a contract is not so amended or cancelled and the goods are delivered in pursuance of such contract and the purchaser refuses to accept or delays in accepting the goods the Company shall be entitled to make a reasonable charge for indirect and consequential loss.
- 1.2 In the event of the contract being amended at any time in accordance with Paragraph 1.1 the purchaser shall be liable for any costs already incurred in manufacturing and/or design, which are or may be abortive in the light of the amendment(s) proposed and accepted.
- 1.3 In the event of the contract being cancelled at any time in accordance with Paragraph 1.1 the purchaser shall be liable for the Company's loss of profit which for the purpose of all contracts will be fixed at 40% of the total contract sum immaterial of whether the margin is higher or lower than the 40% figure.
- 1.4 The issuing of Structural Calculations will not be made until all contract sums have been received by the Company.
- 1.5 The Company shall have the right to terminate the contract in writing to the purchaser on the occurrence of any of the following events: -
 - 1.5.1 The purchaser failing to meet his obligations under the contract in respect of monies due or any other obligation under the contract;
 - 1.5.2 the purchaser's bankruptcy, insolvency or making any composition or arrangement with his creditors;
 - 1.5.3 If the purchaser is a limited company, the appointment of a receiver or administrative receiver over its assets or the making of an administration order in respect of the purchaser.

2 Delivery

- 2.1 The Company will make every effort to meet pre-arranged dates but any such dates have to be specifically agreed in writing.
- 2.2 In the event of the goods being delivered by the Company the purchaser is to ensure that there is a suitable hard-standing and access to the site from the adequately surfaced road with provision for a 40ft trailer to turn without risk of damage. The purchaser will be liable to the Company for any loss or damage sustained by the Company or its contractors or agents arising from any failure in the foregoing requirement.
- 2.3 Pre-arranged delivery dates cannot be altered by the client less than 7 days prior to such pre-arranged dates unless expressly agreed by the Company in writing. The Company reserves the right to charge for transport, storage and other consequential costs arising from such alteration.
- 2.4 A maximum of two hours is allowed for unloading, any additional time may be charged for if The Company incurs charges from the haulier.

3 Warranties and Liability

- 3.1 The Company will replace any goods short or damaged on delivery provided a claim is made in writing upon delivery and notified to the Company or its agent at the time of delivery.
- 3.2 All goods shall be at the purchaser's risk from the time of delivery by or on behalf of the Company or from the time of collection of the goods from the premises of the Company or its suppliers by the purchaser or his agents.
- 3.3 Should any of the goods supplied or manufactured by the Company prove defective through faulty materials or workmanship within a period of 12 months following the date of delivery the Company will, free of charge, replace or, at its option, repair such defective goods subject to the purchaser notifying the Company in writing of such defect(s) forthwith upon becoming aware of the defect(s) and allowing the Company suitable access to the goods when required to carry out the necessary repairs or replacements. The Company's liability is limited to the replacement or repair of faulty goods only and the Company shall not be liable for any indirect or consequential loss.
- 3.4 The Company will only be liable for defects if the goods supplied have been used in accordance with plans and specifications provided by the Company and no warranty will extend to the alteration of any building which has not received prior written approval from the Company.
- 3.5 The goods shall remain the property of the Company until such time as full payment has been made by the purchaser of all sums due. Clients must still cover all goods delivered to site as per item 3.2 above.

4 General

- 4.1 The Company may vary or modify the specification to substitute materials of a similar quality to those specified if such materials are unavailable for any reason beyond the control of the Company.
- 4.2 All plans, drawings, specifications and technical material which form part of the Company's quotation and which may be supplied in connection with the contract (other than those supplied by the purchaser and not derived from the Company's material) shall remain the property of the Company and shall not be copied or disclosed to any third party without the prior written consent of the Company.
- 4.3 The Company's obligation under the contract is to provide the goods and/or services specified within the contract and under no circumstances will the Company be liable for any failure or default of any sub-contractor employed by the purchaser which may in any way be connected with the contract.
- 4.4 Any dispute arising between the Company and the purchaser, which cannot be mutually resolved, shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of the Chartered Institute of Arbitrators. The arbitrator shall have the power to assess and award damages and to apportion the costs of arbitration between the parties, and his decision shall be final and binding.
- 4.5 The Contract shall be governed by the laws of England and Wales.
- 4.6 The Company will not issue anything to a builder or project manager appointed by the client unless the Company has received confirmation of such an appointment by a client confirming that the client would like them copied in with all correspondence. The client must notify the Company in writing or by email confirm the client's appointment or notify a representative of the Company and this will be confirmed by email to the client.
- 4.7 The signing of the Company's Order Form confirms all clients have read the Company's Terms and Conditions (T&C's) and accepts the terms in full. Only amendments to the T&C's issued by the Company in writing prior to placing of an order will be accepted by the Company and all other T&C's will still apply throughout the contract.
- 4.8 Any goods, plans, services or labour supplied by the Company are strictly in accordance with the Company's Terms and Conditions.
- 4.9 The Company reserves the right to substitute for any of the materials or components referred to in this quotation any other materials of a similar type, standard and value, whether due to unavailability, improvement or any other reason.

Notes

- 1.1 It is for the client / builder or project manager to ensure water is constantly swept off the floors when our erection team are off site. The flooring will take a reasonable amount of water but water should not be allowed to sit for long periods of time. Breathable membranes fixed to the outside of our SIPs are water repellent and not water resistant.
- 1.2 No provision for scaffolding or ladders is included in our price as this will need to be available for the Company's use and other tradesmen on site. Scaffolding must be erected in accordance with the Company's requirements and must comply with Health & Safety legislation. If scaffolding is not provided or is not erected properly, the Company reserves the right to withdraw erectors from site and to charge the customer £250 per day, per man.
- 1.3 It is the client's responsibility to ensure the oversite is accurate in dimensions, levels and height. Any delays caused to the erectors due to inaccuracies to the oversite will be charged at £250 per day, per man or part thereof, as will any subsequent extra haulage charges incurred by The Company.
- 1.4 It is the client's responsibility to ensure an adequate supply of non-compressible material, e.g. slate, for packing under the soleplates, is available if the oversite is not 100% level. There is a maximum tolerance allowed of +/- 5mm.
- 1.5 If the surface to receive the frame is out of level and the Company erect the frame, the client must insert a non-compressible grout between the packers before any materials are loaded on the roof.
- 1.6 The Company's erectors and site visitors assume free use of welfare facilities on site from day one.
- 1.7 The Senior Erector with each team will make a final inspection of all works and sign off the project when complete. In all cases we would like a client to be present that day if at all possible, although the Company recognises this is not always possible. They will sign off that all work has been completed to comply with the Company's panel drawings and structural engineer's details. Any additional items, should they be deemed to be required or fitted at a later date, will be completed by the erectors in due course and access will be required to complete this work. No delays will be accepted for ongoing work whilst this is being dealt with.
- 1.8 No brickwork support is allowed for in this contract unless specifically noted on the Company's drawings.
- 1.9 No allowance has been made by the Company to the supply of balcony materials or erection of balcony materials unless specifically referred to in the Quotation.
- 1.10 Low level roofs e.g. porch, garage and bay window roofs will be supplied only, unless specified otherwise. These will generally be left for site fixing by others subject to design. Structural porch and canopy posts will be supplied to Engineer's design using sawn Douglas Fir or similar for site fixing by others. No allowance for feature timber posts, nor gallows brackets etc.
- 1.11 Vaulted ceilings, if specified, will be to the Company's Engineer's design. Ceiling rafters to support plasterboard are not supplied.
- 1.12 No design work can be started until receipt of suitably dimensioned drawings (the 'Order Drawings') are issued to the Company. Architect's drawings issued to the Company may require amendments by the Company's structural engineers. Therefore, you must only use the drawings produced by The Company's engineers and designers (the 'Fabrication Drawings') in the setting out of your property, and these drawings supersede all previous information either issued or received by the Company.
- 1.13 All drawings from clients must be supplied in .dwg/.dxf (AutoCad compatible) versions. If the Company has to convert any drawings, a charge will be made for tracing and re-designing the building.
- 1.14 The outer skin of the property, whether it is brick, block, stone, render etc., must not be constructed below DPC until after the Company's SIPs frame has been erected on site. This is to ensure that a minimum 50mm clear cavity is maintained around the frame and to allow clients to fit soleplate anchor straps in the cavity below DPC. Should brickwork need to be constructed below DPC to provide structural support to the inner skin of blockwork, a minimum 50mm cavity must be maintained and the oversite must be dimensioned to match our panel setting out drawings.

Notes (cont.)

- 1.15 Any contracts you make with a builder, tradesman or project manager in the construction of your property is independent of the Company. The Company's liability is limited to the SIPs frame components supplied as per the Company's quotation and any drawing work commissioned from the Company by you and referred to in the Company's quotation.
- 1.16 All items once delivered to site by the Company or any other supplier becomes the responsibility of the client. You must therefore ensure that you have an adequate secure container on site and appropriate site insurance cover.
- 1.17 No allowance has been made for any return visits to the site by the erectors. Charges for any return visits will need to be agreed and paid for prior to return to site.

Approvals

- 2.1 Our quotation is inclusive of full engineering drawings and certification for SIPs. Amendments to drawings occasioned by the customer after completion of the Company's drawings will be subject to charges in respect of drawings, engineering fees and printing.
- 2.2 If a quotation order form has been signed and plan/drawing numbers change the contract still remains but prior to manufacture should any changes have been made that incur any additional costs, these will be notified in writing to you.
- 2.3 The Company's SIPs panels are BBA and LABC approved.
- 2.4 SAP ratings to be commissioned by others. The Company will assist with panel values.
- 2.5 The meeting of Code for Sustainable Homes requirements is by others. The Company will assist with panel values.

Payment Terms

Panel Orders

- 3.1 Payment for panel-only orders (i.e. not full kits) must be made by Internet Banking to the account below (7.1).

SIP Frame Kits and Installation (If Required)

- 4.1 The Company's standard payment terms are 25% deposit with order, 50% on approval and freezing of the Fabrication Drawings to commence manufacture, 15% immediately following the first delivery to site and the balance within 10 working days of completion of the SIP installation. The total construction at the appropriate delivery address remains the property of the Company until all payments have been received
- 4.2 Payment for Frame orders must be made by Internet Banking to the account below (7.1) or by cheque. Cheques must be made out to Lowe Build Limited Ltd and reach the office in ample time to clear before the release of goods or documentation.

Late Payment Terms

- 5.1 Any delay in the receipt of payment will have a consequential effect on delivery dates
- 5.2 Interest at 4% per annum over the Lloyds Bank base rate will be charged on all materials and services not paid for in full from the first delivery date of the Company's SIPs frame components, until the sum has been cleared and interest charges paid in full.