

JERSEY DEEP FREEZE LTD
TERMS AND CONDITIONS OF CONTRACTING

- 1) This quotation is subject to acceptance within 30 days and is strictly nett. It is based on the current costs of labour and materials, taxes and duties and, unless the quotation is specifically given as a fixed price, the Company shall be entitled to make reasonable variations in the price if such costs increase before completion of the works. Regardless of whether the quotation was for a fixed price or not, the Company shall be entitled to pass on to the Customer any duties or taxes suffered by the Company which were not in effect at the time when the quotation was prepared.
- 2) Acceptance of this quotation shall signify acceptance of these Terms and Conditions. No other Terms and Conditions shall be applicable to the contract between the Company and the Customer unless expressly accepted by the Company in writing.
- 3) The terms of payment shall be 30 days from date of invoice. For each 30 day period or part thereof after the due date, the Company reserves the right to charge interest at 2% on all sums not paid.
- 4) This quotation has been given on the basis that access for the purpose of executing the works will be available during normal working hours and, if such access is not available, or if overtime is worked at the Customer's request, the Company shall be entitled to make an additional charge for the extra cost so incurred.
- 5) The Company does not accept responsibility for any damage which may arise through a necessity to remove and refit fixtures and fittings or to take up and re-lay fitted floor coverings in order to enable the works to be carried out. Customers are requested to make their own arrangements for such work to be carried out as necessary.
- 6) The Company does not accept liability for consequential losses of any nature arising from the works whether such losses occur at the time the works are being carried out or thereafter, nor will any responsibility be accepted for any damage caused to concealed services which were not notified to the Company prior to the commencement of the works.
- 7) Unless specifically stated to the contrary, the quotation does not include the cost of making good decorations to walls, floors or other parts of the premises.
- 8) If the works are suspended, delayed or varied at the Customer's request, or for any other cause beyond the control of the Company (including fire, accidents, labour disputes or shortage of materials), the Company shall be entitled to make a charge for any extra costs so incurred.
- 9) The Customer shall make all statutory applications and obtain any approvals or permissions that may be required for the execution of the works
- 10) Should the Customer be aware of any Health & Safety issue, for example, the presence of Asbestos within the property then the customer shall inform the Company prior to commencement of works. The Company cannot be held responsible for any delays or extra costs should it be necessary to withdraw its staff from site, due to Health & Safety issues under the responsibility of the Customer. Should it not be possible to revisit site to complete the works, due to the site becoming unsafe, the Customer will be responsible for the cost of any works already completed, and for any materials which can not be returned to the suppliers.
- 11) The Company reserves the right to request monthly interim payments to be made during the period of the works up to a value of 90% of the total work executed, materials delivered to site or held in stock exclusively for the works. Final settlement net of any instalments previously paid shall be made within 30 days of the final invoice.
- 12) The Company guarantees the works (including goods and materials supplied by the Company and incorporated in the works) against defect from faulty manufacture or workmanship for 12 months from the date on which they are handed over for the customer's use, and during the guarantee period, repairs will be carried out without charge provided that:- (a) the goods and materials have not been subjected to misuse or accidentally damaged and (b) the goods and materials have not been tampered with or repaired by anyone other than the Company's or its appointed agents. The Company will not be liable for any claim for consequential losses arising from any failure of the works whether covered by this guarantee or not.
- 13) The copyright in any drawings or designs submitted by the Company remain the sole property of the Company.
- 14) It is assumed that all of the existing installation and earthing, not covered by the enclosed quotation complies with current regulations.
- 15) The date of delivery is the Company's best estimate based on present information. The Company shall not be liable for delay in delivery in any circumstances whatsoever nor for any loss or expense, consequential or otherwise which the Customer may suffer by reason of such delay.
- 16) Orders/part orders cannot be cancelled without the prior agreement and written consent of the Company. Returned materials must be in a new and unused condition in the original packing where applicable. Credit for returned materials will be subject to a charge of 15%, or such greater charge as may be stipulated under the manufacturer's cancellation or returns policy.
- 17) Title to any goods supplied by the Company shall remain vested in the Company and shall not pass to the Customer until the purchase price of the goods has been paid to the Company in full. In the event of non-payment, the Company shall be entitled to enter any premises where the goods are situated and to remove them at the Customer's expense. The Customer shall keep the goods identified as belonging to the Company and separate from those of Customer or third parties until title passes. Suppliers rights as aforesaid shall apply whether or not goods have been mixed and in the event of the goods having been mixed, the Company shall have the right to sell the product in which the goods have been mixed to deduct from the proceeds of sale the purchase price and the cost of sale and any other monies due hereunder and shall account to the Customer for remainder of the proceeds of sale if any.
- 18) The Company agrees to carry out any reasonable variations to the previously agreed specifications and drawings which is requested in writing by the Customer or his agent and accepted in writing by the Company. Such variations will be subject to a separate charge.
- 19) All prices detailed within our quotation / estimates are exclusive of GST unless otherwise stated. The applicable rate of GST will be detailed on all our submitted invoices.