

BW SCREEDING LIMITED

Terms and Conditions:

1.0 The Contract

1.1 The Order constitutes an offer by the Customer to purchase the Works from the Company in accordance with these Conditions. The Order shall only be deemed to be accepted when the Company issues written acceptance of the Order at which point and on which date the Contract shall come into existence.

1.2 All quotations submitted and orders accepted by BW Screeding Ltd ("the Company") shall be subject to these Conditions.

1.3 These Conditions apply to the Contract 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. 1.4 In the absence of a signed Contract, for the avoidance of any doubt, the Customer's instructions to proceed with the Works and/or to allow the Works (or any preliminary works and/or inspections in respect of the Works) to take place shall be deemed acceptance of both the terms of the Contract and these Conditions.

1.5 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Company which is not set out in the Contract. Any samples, drawings, descriptive matter or advertising issued by the Company and any illustrations or descriptions of the Works contained in the Company's catalogues or brochures or website are issued or published for the sole purpose of giving an approximate idea of the Works described in them. They shall not form part of the Contract or have any contractual force. In particular, but without limitation, the Company cannot guarantee any colour match in respect of the Works (being in respect of any colour of surfaces in any brochures or on the Company's website or otherwise).

1.6 Any quotation given by the Company shall not constitute an offer, and is only valid for a period of 30 days from its date of issue.

2.0 Commencement of the Works

2.1 In the absence of an agreed programme of works, the Customer shall give the Company a minimum of two weeks' notice of commencement of the Works. 2.2 At least one week before commencement of the Works, the Customer shall allow facilities for a site inspection of the surface upon which the Works are to be laid where applicable.

2.3 Any dates quoted for the commencement, carrying out and/or completion of the Works are approximate only, and the time of such commencement, carrying out and/or completion of the Works is not of the essence.

2.4 The Company shall not be liable for any delay in the carrying out and/or completing the Works that is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate access or any other instructions that are relevant to the carrying out of the Works or any delay by the Customer or any other persons in respect of the agreed programme of works.

2.5 If the Company fails to carry out the Works, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement Works of similar description and quality in the cheapest market available, less the price of the Works.

2.6 The Company may carry out the Works by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

2.7 The Company shall carry out the Works at the location set out in the Order or such other location as the parties may otherwise agree.

3.0 Quality and Suitability of the Works

3.1 Unless agreed otherwise in writing and signed by a director of the Company, the Company only undertakes to supply, as part of the Works, a surface that conforms with the provisions of clause 3.2 below and not for any specific purpose or for any loading intended to be applied. In particular, and without limitation, the Company does not accept responsibility for the suitability of the surface for any specialised, damaging or environmentally sensitive use or for damage to the surface caused by movement of the underlying areas.

3.2 The Company warrants that on completion of the Works and, for a period of 6 months from the date of completion (defect liability period), the Works shall: (a) conform in all material respects with their description and any applicable Specification; (b) be free from material defects in workmanship; (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and (d) comply with Standard BS8204 - 1/2 A12009 A22011.

3.3 Subject to clause 3.4, if: (a) the Customer gives notice in writing during the defect liability period within a reasonable time installation completion (and, in any event, within 14 days of installation completion including any phased works) that some parts or all of the Works do not comply with the warranty set out in clause 3.2; Any disputes must be raised to our business within 14 days of project or phased completions. (b) the Company is given a reasonable opportunity of examining such Works; and (c) the Company shall, at its option, repair or replace the defective Works (or part of the Works), or refund the price of the defective part of the Works in full.

3.4 The Company shall not be liable for the Works' failure to comply with the warranty in clause 3.2 if: (a) the Customer undertakes any further works to the Works or surrounding area after giving a notice in accordance with clause 3.3; (b) the defect arises because the Customer failed to follow the Company's oral or written instructions as to the commissioning, use or maintenance of the Works or (if there are none) good trade and/or building practice; (c) the defect arises as a result of the Company following any drawing, design or Specification supplied by the Customer; (d) the Customer alters or repairs such Works without the written consent of the Company; (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working and/or building conditions or screed protection being applied to the surface. (f) the Works differ from their description or the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

3.5 Except as provided in this clause 3, the Company shall have no liability to the Customer in respect of the Works' failure to comply with the warranty set out in clause 3.2.

3.6 The terms of these Conditions shall apply to any repaired or replacement Works supplied by the Company under clause 3.

3.7 For the avoidance of doubt, the Company accepts no liability for the costs of rectification works carried out by others or for any consequential losses in connection with remedial works or otherwise howsoever arising.

3.8 The Company shall undertake the Works on the basis and assumption that there is adequate and proper damp proof membrane incorporated in the construction of the substrate as certain systems may be susceptible to moisture permeating through the substrate and the Company cannot be held responsible and shall have no liability to the Customer or otherwise should this occur.

4.0 Price

4.1 The price for the Works shall be either a fixed price set out in the Order or, if no fixed price is quoted, the charges for the Works shall be based upon a price per square meter of Works as set out in the Order.

4.2 The price referred to at clause 4.1 above shall be based upon the Works being undertaken within an eight-hour working day from 8.00 am to 5.00 pm on Business Days only ("Normal Times").

4.3 If any Works and/or part of the Works are required to be undertaken (and the Company agrees to undertake such Works or part Works) at any time outside of the Normal Times, the Company shall be entitled to charge an additional 75% of the price (as referred to at clause 4.1 above) for such Works undertaken outside of the Normal Times as an uplift ("Uplift"). If the price for the Works is a fixed price the Uplift shall be charged on the proportion of the fixed price identified as follows: (square meterage of Works undertaken outside of Normal Times ÷ total square meterage of total Works) x fixed price. If the price is set by reference to a price per square meter, the Uplift shall apply and be calculated as an additional Uplift rate per square meter for the Works undertaken outside of Normal Times.

4.4 In addition to the price for the Works, the Company shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Company engages in connection with the Works including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Company for the performance of the Works, and for

the cost of any additional materials and/or equipment required ("Expenses").

4.5 The Company reserves the right to increase the price of the Works, by giving notice to the Customer at any time before the Works are completed, to reflect any increase in the cost of the Works to the Company that is due to: (i) any factor beyond the control of the Company (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs); (ii) any request by the Customer to change the delivery date(s), quantities or type of Works ordered, or the Specification; or (iii) any delay caused by any instructions of the Customer in respect of the Works or failure of the Customer to give the Company adequate access to the Location or adequate or accurate information or instructions in respect of the Works; or (iv) if it transpires that the quantities of Works actually required by the Customer is in fact different to the amount that has been ordered and/or requested by the Customer.

4.6 The price for the Works set at clause 4.1 is based on the availability of a continuous (meaning that the Company only has to attend the Location for one continuous visit across consecutive Business Days ("a Visit")) in order to carry out and complete the Works) and an orderly programme of work between 8.00am and 5.00pm on Business Days. In the event that the Company is delayed on site or is required to undertake more than one Visit in order to complete the Works or there is no such orderly programme of works or the Company is required to withdraw from site or to work outside Normal Times, all additional costs thereby incurred shall, without prejudice to any of the other terms and conditions contained herein, be recoverable on demand as a surcharge from the Customer and the Company shall be entitled to increase its price for the Works.

4.7 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Company to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply in respect of the Works at the same time as payment is due for the Works.

4.8 In respect of the Works (and any Expenses and/or Uplifts and/or Extras (see below)), the Company shall, unless agreed in writing otherwise, invoice the Customer on or at any time after completion of the Works (or if it has been agreed that the Works will be carried out by instalments and/or in phases, an invoice shall be raised following the completion of each instalment and/or phase).

4.9 The Customer shall pay each invoice submitted by the Company: (a) within 14 days of the date of the invoice; and (b) in full and in cleared funds to a bank account nominated in writing by the Company; and (c) time for payment of such invoices shall be of the essence of the Contract.

4.10 If the Customer fails to make any payment due to the Company under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Santander Bank Plc's base rate from time to time.

Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

4.11 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. The Company may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Company to the Customer.

4.12 For the avoidance of doubt, in respect of the Works, please note that should the Customer request or if there is (in the Company's reasonable opinion) a required increase/decrease in size and/or the amount of Works or should the screed depths increase/decrease this will affect the price of the Works and the Company reserves the right to increase/decrease the price accordingly.

4.13 All extra material supplied and installed as part of the Works by the Company (at the Company's absolute discretion) as a result of undulations in the existing substrate shall be charged to the Customer at, subject to the other provisions of these Conditions, the same rate per square meter as per the price referred to at clause 4.1 above (or a pro rata price if a fixed price had been agreed). All Bills of Quantities ("BOQs")/Quotations are priced based on the quantities contained therein, should the final measure vary by 5% or more from that originally

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quoted we reserve the right to increase or decrease our price as referred to at clause 4.1 above.

4.14 All BOQ's are priced on a re-measurement basis.

4.15 For the avoidance of any doubt, the Company shall not: (a) provide a retention in respect of the Works or otherwise; and (b) apply any discount and/or rebates and/or other deductions to the price referred to at clause 4.1 (as the price set has already included the same (if any)).

4.16 For the avoidance of any doubt, unless specifically envisaged and set out in the Order in writing, if the completed Works encompass more than 5 tonnes of materials, without prejudice to any of the other terms and conditions herein, the Company shall be entitled to increase the price for the Works.

4.17 Where these terms and conditions refer to the Company having the ability to unilaterally increase the price for the Works such increase shall: (a) include, for the avoidance of any doubt, the ability for the Company to increase the price per square meter of Works; and (b) be a commercial rate.

4.18 If during the course of the Works, the Company agrees to provide additional works and/or services for additional cost, the Company shall charge the Customer for the same as "Extras" at the price agreed for the same and the terms of these Conditions shall apply in respect of the Extras

5.0 Works

5.1 The Company shall be given exclusive and clear access to the working area at the Location with sufficient (in the Company's reasonable opinion) area adjacent and convenient thereto for the safe and harmless storage of plant and materials.

5.2 The Customer shall be responsible for providing working conditions that are (in the Company's reasonable opinion) weather tight, and frost proof.

5.3 The Customer shall be responsible for ensuring that the area to be treated is clear from rubble, plant and materials, and is clean and free from obstructions/other trades and snags as may be practicable (in the Company's reasonable opinion) and swept clear before and during the carrying out of the Works .

5.4 The Customer shall (at the Customer's cost, for the avoidance of any doubt) provide adequate (in the Company's reasonable opinion) access to materials light, power, water drainage, scaffolding at the Location.

5.5 The Customer shall provide access to the Location outside of Normal Times when requested by the Company.

5.6 The Customer is to be responsible for protection and insurance of the Works at all times

5.7 The Company's quotation and the price for the Works excludes any preparatory works required prior to the execution of the Works unless specifically agreed in writing.

5.8 The Company shall carry out the Works on the basis and assumption that that the substrate will be strong enough and otherwise ready (including that any relevant curing time has passed) to withstand any preparation and subsequent treatment and/or Works and also that the substrate is strong enough to receive loading, whether dynamic or static, for which it is intended during its occupational use, as no prior testing will be carried out by the Company and no warranty or guarantee or confirmation or otherwise shall be provided by the Company in this respect. Furthermore, the Company shall not be liable to the Customer in respect of the Works or otherwise if the basis and assumptions referred to in this clause are not correct.

5.9 All costs associated with making good damage to completed screeded areas as a result of misuse, by either the Customer or Customer's Contractors shall be met and paid by the Customer on demand and for the avoidance of any doubt the Company shall have no liability to the Customer as a result of the same.

5.10 The Company does not design screeding systems and does not hold any PI Insurance to cover the design of any of the aforementioned. The Company shall have no liability to the Customer in respect of the design of any screeding system.

5.11 The Company shall not provide and/or be responsible for (and the price referred to at clause 4.1 shall not include) any steel work protection.

5.12 An orderly programme of works in respect of the Works must be provided by the Customer to the Company at least 2 weeks before the Works are due to commence.

5.13 Should the substrate at the Location at which the Works are to be carried out exceed a 15 degrees fall from horizontal/datum level and/or if it is found that a different insulation board/s needs to be installed and/or otherwise that the information provided by the Customer upon which the Company relied for setting price is incorrect, the Company reserves the right to

charge for the existing (purchased) and different insulation boards for the affected areas and/or otherwise to increase or decrease the price for the Works.

5.14 A skim coat of an appropriate levelling compound may be required prior to the preparation and application of resin based adhesive and vinyl finishes to the Works after completion. The Company shall not be responsible for providing and/or paying for the same and the price referred to at clause 4.1 has been agreed and set on the basis that such skim coat may be required.

5.15 The Customer shall co-operate with the Company in all matters relating to the Works

5.16 The Customer shall ensure that the terms of the Order and Specification are complete and accurate

5.17 If the Company's performance of any of its obligations in respect of the Works is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation under these Conditions (Customer Default): (a) the Company shall without limiting its other rights or remedies have the right to suspend the carrying out of the Works until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Company's performance of any of its obligations; (b) the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause 5.17; and (c) the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default

6.0 Materials

6.1 This price for the Works does not include any costs for (and the Company shall not be obliged to provide) mechanical off loading and distribution to working areas/pump operating areas. Where Tele-handlers are necessary (in the Company's reasonable opinion) for the carrying of the Works, the same shall be provided by the Customer at the Customer's cost. All works over two storeys to be supplied with loading bays (supplied and erected by the Customer) as required in locations to be set by the Company acting reasonably. Screed pumps are provided where necessary and allowed for within the price referred to at clause 4.1 above.

6.2 It is the Customers responsibility to ensure the building in respect of which the Works are being carried out is maintained at a temperature above 5 degrees centigrade at all times during the period of the construction of the Works and continuously for a period of 6 weeks thereafter. Should the installed Works fail due to Customer failing to abide by the provisions of this clause 6.2, the Customer shall be liable for the full costs of the removal and replacement of the same and, for the avoidance of any doubt, the Company shall have no liability to the Customer in respect of such failed Works and the Customer shall pay and be liable for the price for the Works.

7.0 Delays

7.1 Any work period dates specified by the Company for completion of the Works are estimates only.

7.2 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Company including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of the Company's subcontractors.

7.3 The Company shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

7.4 If the Force Majeure Event prevents the Company from carrying out the Works for more than one week, the Company shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

7.5 Without prejudice to the above, and in conjunction with and subject to the limitations of liability at clause 12, the maximum liability of the Company in respect of delayed completion and/or carrying out and/or commencement of the Works shall be limited to a weekly maximum of 0.25% of the Price for the Works (or price for the relevant instalment and/or phase of the Works as relevant)

7.6 Where the commencement, carrying out and/or completion of the Works are delayed by the Customer or by any default of the Customer or other Contractors under the supervision of the Customer then the Company will at any time thereafter claim and charge the Customer (and the same shall be paid by the Customer on demand) as follows: (a) in respect of Normal Times, £280.00 plus VAT per day for each Floor Screeder reasonably allocated to the Works by the Company; (b) in respect of outside of Normal Times, £380.00 plus VAT per day for each Floor Screeder reasonably allocated to the Works by the Company; (c) in respect of Normal Times, £220.00 plus VAT per day for each Labourer (not being a Floor Screeder) reasonably allocated to the Works by the Company; (d) in respect of outside of Normal Times, £320.00 plus VAT per day for each Labourer (not being a Floor Screeder) reasonably allocated to the Works by the Company; (it being noted that the above charges will apply for each day or part day even if the delay only affects part of any day. Time will be recorded on a day-work basis) (e) Hotels and subsistence and other expenses incurred as a result of such delay; (f) fuel for any vehicles used in driving to and from the Location at a national rate; (g) £700 plus VAT per day (or part day even if the delay only affects part of any day) as a charge for each hire pump reasonably allocated to the Works by the Company; (h) any factory batched/ready mixed material that has already been delivered to the Location (or which, if not yet delivered, cannot be reasonably cancelled) will be charged at cost price from the Company's supplier plus 25% of such cost price; (i) if any ready mixed screed needs to be disposed of (on the delayed day) by the Company's suppliers or the Company or otherwise, the costs of the same will be passed on to the Customer at cost price plus 25% of that cost price; and (j) any other costs and/or liabilities that the Company incurs (whether directly or indirectly) as a result of such delay.

8.0 Planning and Other Consents

8.1 In any Contract for any Works in respect of which planning or bylaw permission or consents of any local or other authority and/or other persons are required and in any Works in which consent of the Customer's Landlord or Superior Landlord and/or any other person is required , it shall be the responsibility of the Customer to apply and obtain, at its own expense, any such permission or consent prior to the date that the Company proposes to commence the Works and the Company shall not be liable for any failure to obtain or delay in obtaining such permission or consent and the Customer shall indemnify the Company for any loss claim damages expenses and/or costs that the Company incurs (including, without limitation under clause 7.6 above), whether directly or indirectly, as a result of the Customer failing to obtain the same before the Company's proposed commencement of the Work and, in such circumstances, the Company reserves the right to increase the price referred to at clause 4.1.

9.0 Title and Risk

9.1 The risk in the materials and goods comprised within the Works (including such goods and materials that are proposed to be incorporated into the Works but have not yet so been incorporated) ("the Goods") shall pass to the Customer on delivery of the same to the Location. Delivery shall be completed on the Goods' arrival at the Location.

9.2 Title to the Goods shall not pass to the Customer until the Company receives payment in full (in cash or cleared funds) for the Goods and any other goods and/or works that the Company has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.

9.3 Until title to the Goods has passed to the Customer, the Customer shall: (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property; (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Company's behalf from the date of delivery; (d) notify the Company immediately if it becomes subject to any of the events listed in clause 13.1(b) to clause 13.1(k); and (e) give the Company such information relating to the Goods as the Company may require from time to time.

9.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 13.1(b) to 13.1(k) inclusive then, without limiting any other right or remedy the Company may have, the Company: (a) may at any time require the Customer to deliver up all Goods in

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its possession which have not been irrevocably incorporated into another product; and (b) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

10.0 Insurance and Risk

10.1 The Customer shall, at all times, insure the Works and the Goods and the existing structures together with the contents thereof in which he has any interest or for which he is responsible and all unfixed materials and goods intended for the Works shall be at the sole risk of the Customer as regards loss or damage by any insurable risk and the Customer shall indemnify the Company against any costs and or losses accordingly.

11.0 Health and Safety at Work

11.1 The Customer is responsible for ensuring that the working environment is provided in accordance with the following:

11.1.1 Health and Safety at Work Act 1974 or any revision thereof.

11.1.2 Control of substances hazardous to Health Regulations 1988 (C.O.S.H.H) or any revision thereof.

12.0 Limitation of Liability

12.1 Nothing in these Conditions shall limit or exclude the Company's liability for: (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; (b) fraud or fraudulent misrepresentation; (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or (d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession) .

12.2 Subject to clause 12.1: (a) the Company shall under no circumstances whatever 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 consequential loss arising under or in connection with the Contract ; and (b) 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 the total price of the Works as referred to at clause 4.1 above.

12.3 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

12.4 The Company will not be held liable for any damage resulting from water ingress.

12.5 This clause 12 shall survive termination of the Contract.

13.0 Termination

13.1 Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Customer in a timeframe as specified within the Construction Act if: (a) the Customer commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 7 days after receipt of notice in writing to do so; (b) the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; (c) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party; (e) the Customer (being an individual) is the subject of a bankruptcy petition or order; (f) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; (h) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer (being a

company); (i) the holder of a qualifying charge over the assets of the Customer (being a company) has become entitled to appoint or has appointed an administrative receiver; (j) a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer; (k) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 13.1(b) to 13.1(j) (inclusive); (l) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business; (m) the Customer's financial position deteriorates to such an extent that in the Company's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or (n) the Customer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

13.2 Without limiting its other rights or remedies, the Company may also terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.

13.3 Without limiting its other rights or remedies, the Company may suspend the carrying out of the Works under the Contract or any other contract between the Customer and the Company if the Customer fails to pay any amount due under this Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 13.1, or the Company reasonably believes that the Customer is about to become subject to any of them.

13.4 On termination of the Contract for any reason:

(a) the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of the Works (or any part of the Works) but for which no invoice has yet been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt; (b) the Customer shall return all of the Company's materials and items which have not been fully paid for. If the Customer fails to do so, then the Company may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose; (c) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed or before the date of termination or expiry; and (d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

14.0 Security

14.1 The Company shall not be responsible and/or liable for the security of the Works and/or the Location (including the security of the unfixed goods therein).

15.0 Waste Removal / Recycling

15.1 The Company has not included for the provision of any waste removal skips or recycling as part of the Works and/or the price for the same. The Customer shall provide sufficient (in the Company's reasonable opinion) waste removal and/or recycling facilities and services for the Company to use in respect of the Works at the Customer's cost.

16.0 Performance Guarantee Bond

16.1 This is only offered as an extra item and is always excluded from the Company's quotations and Contracts unless specifically included in writing and signed by a director of the Company.

17.0 Assignment and other dealings.

17.1 The Company may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.

17.2 The Customer shall not, without the prior written consent of the Company, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

18.0 Notices.

18.1 Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) 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.

18.2 A notice or other communication shall be deemed to have been received: if sent by pre-paid first class post at 9.00 am on the second Business Day after posting.

18.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

19.0 Severance.

19.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted.

19.2 Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

19.3 If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

20.0 Waiver.

20.1 A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

21.0 No partnership or agency.

21.1 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

22.0 Third parties.

22.1 A person who is not a party to the Contract shall not have any rights to enforce its terms.

23.0 Variation.

23.1 Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Company.

24.0 Intellectual property rights

24.1 All Intellectual Property Rights in or arising out of or in connection with the Works shall be owned by the Company.

24.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Works, the Customer's use of any such Intellectual Property Rights is conditional on the Company obtaining a written licence from the relevant licensor on such terms as will entitle the Company to license such rights to the Customer.

25.0 Confidentiality A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 25 shall survive termination of the Contract.

26.0 Governing law.

26.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England, Scotland and Wales.

27.0 Jurisdiction

27.1 Each party irrevocably agrees that the courts of England, Scotland and Wales shall have exclusive

BW Screeding Limited is a company registered in England and Wales - Registration Number: 12164056

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Email: info@bwscreedingltd.co.uk - Tel: 07931771952

BW SCREEDING LIMITED

jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including noncontractual disputes or claims).

28.0 Definitions and construction

28.1 In these Conditions, the following definition apply:

Business Day: a day other than a Saturday, Sunday or public holiday in England when Banks in London are open for business Conditions: these terms and conditions as amended from time to time in accordance with clause 23.1.

Company: means BW Screeding Ltd (Company Number: 12164056)

Contract; the contract between the Company and the Customer for the supply of the Works in accordance with these Conditions

Customer: the person or firm or company who purchases the Works from the Company
Force Majeure Event: has the meaning given to it in clause 7.2 above.

Location: means the location as set under clause 2.7 above.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world

Order: the Customer's order for the Works, as set out in the Customer's purchase order form, or the Customer's written acceptance of the Company's quotation, or overleaf, as the case may be
Specification: any specification for the Works, including any drawings, that is agreed in writing by the Company and the Customer

29.0 Construction.

29.1 In these Conditions, the following rules apply: (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); (b) a reference to a party includes its personal representatives, successors or permitted assigns; (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or reenacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted; (d) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and (e) a reference to writing or written excludes emails.

28.0 Substrates (a) The Customer is responsible for ensuring all substrates including concrete/block beam are installed to BS tolerance. The Company cannot be held liable should it be found necessary to increase/raise up the thickness of the screed in order to achieve a minimum required thickness of screed and in order to cope with undulations in the existing substrate. In this instance The Company cannot be held liable for not achieving surface regularity. Should this problem arise, The Company will inform site staff of the issue prior to screed thickness adjustment. It is The Customers responsibility prior to works commencing to spot check/grid reference the entire floor area. Responsibility of substrate tolerances are entirely The Customers.

29.0 Access Platforms/MWEP's The Company does not accept responsibility for screed failure/dusting of the screed should the use of heavy equipment, high level access platforms, cherry pickers, mobile elevating works platforms (MWEP's) and motor vehicles be used on the surface. The customer must inform the Company that MWEP's are to be used on the floor at quotation stage.

30.0 The Company does not as standard provide means for waste disposal. Skips are to be priced separately.

30.1 If facilities are not available for waste disposal we are able to provide a skip at additional cost however this must be requested at quotation stage. Should we be unable to dispose of the screed due to a skip/disposal area not being made available by the Customer it is the Customers responsibility to remove the materials from site at their own cost.

31.0 Though precaution will be taken, many systems are a handmade product and may carry some irregularities or imperfections. By accepting this

quotation, you accept these aspects. All resin & cementitious wearing coat based floors are applied in hand laid method of an artisan nature. Although all work is carried out in a tradesman like manner there will be some minor imperfections in the finished floor, such as roller marks, reflective cracking, minor undulation, trowel marks and bubbling. By accepting this quotation, you acknowledge that you are aware of these facts.

32.0 All best trade practices and due care will be taken to ensure adequate preparation, bonding and installation of the system in accordance with manufacturers technical advice. However, our warranty is void should the system fail as a result of any of the following:

32.1 Failure within substrate due to concrete fracture.

32.2 Structural Movement due including stress fracture.

32.3 Rising Moisture.

32.4 Oil and other contaminations.

32.5 Any unforeseen circumstances beyond our control.

32.6 Alteration of use to that specified at the time of applications (i.e. warehouse converted to manufacturing area

32.7 It may be admissible that an independent assessment of any of the above issues may be required to determine the cause in which any costs associated will be attributed to the client.

33.0 Many systems require a minimum 48 hours from completion prior to accepting foot traffic (longer for vehicular traffic in accordance with manufacturer's technical data sheet). We will not be liable for any defects caused by early use of the surface. Many systems can take up to 7 days to achieve full chemical cure where during this period the use of any water, cleaning agents or similar may affect the systems appearance and/or performance.

Additionally, any form of traffic and the placement of plant, equipment, furniture etc onto system should be at a minimum. Please consult the systems technical data for reference for all traffic ability and cleaning / maintenance parameters

34.0 We will not be held responsible for any debris, dust, flora, fauna, insects, excrement or fibres which may settle into the Coating while drying. The term dustless grinding refers to a standard practice used in the preparation process. It is unrealistic to assume that no airborne dust will be created and care must be taken by the client to provide adequate protection to plant and equipment and also for the removal of all stock from the immediate area, in particular any food stuffs.

35.0 It is the Customers responsibility to protect surfaces/door openings/thresholds/exposed UFH pipes where traditional screed is to be used and or loose tipped/site mixed. This includes areas where wheel barrows/ pump pipes are to be utilised in order to position screed from the mixing area/s into working areas.

36.0 If the building is not watertight/roof/cover not in place we reserve the right to charge for labour/materials/screed dumping costs/loss of profit should we be unable to undertake the screeding works.

37.0 Should scaffolding be in place across door openings/thresholds or should any obstruction prevent us from either delivering/site-mixing/positioning screed into working areas we reserve the right to charge for labour/materials/screed/ loss of profit should this prevent us from carrying out the screeding works.

38.0 We carry out a full pre-contract checklist before works proceed. All information supplied by site/contract management must be truthful, accurate and not misleading.

39.0 Screed Quantities/thicknesses/building dimensions are approximate at quotation stage and for estimating purposes only. We send the quoted allocation of screed/materials to site. Should works proceed and we require extra screed/materials due to increased screed thickness/site measure/incorrect information supplied at quotation stage the extra screed used/materials used sent to site is deemed fully chargeable including any part load screed wagon charges.

40.0 If facilities are not available for waste disposal we are able to provide a skip at additional cost however this must be requested by the Customer at quotation stage. Should we be unable to dispose of the screed due to a skip/disposal area not being made available by the Customer it is the Customers responsibility to remove the materials from site at there own cost.

41.0 Screed drying/curing rates are advisable/estimated and are dependent on site/ambient/ temperatures/weather/batching

conditions. The company cannot be held liable should the screed not cure as stated in the quotation drying rate estimate.

42.0 Screed should be allowed to dry naturally and under no circumstances should the underfloor heating system be used to accelerate drying times as this will affect the integrity of the screed.

43.0 Should unexpected insulation supplier price increases be applied during the 30 day validity period of our quotation we reserve the right to charge the extra over costs for the insulation boards.

44.0 Should screed thicknesses not comply with supplier data sheets/technical guidelines//British Standards the company cannot be held liable. All parties shall agree that the intended commercial result has been achieved.

45.0 It is at the company's discretion should the type of screed need to be adjusted before or mid-contract.

Adjustments may need to be made after taking into consideration site-conditions/temperatures, drying rates or other factors affecting the delivery of the installation.

46.0 It is the Customers responsibility to provide the Company with accurate dimensions, laser level survey, screed thicknesses at quotation stage. The Company reserves the right to charge for extra screed/materials required or for screed/material disposal should we attend site and find inaccurate measurements.

46.1 All screeds are installed to British Standards SR2 Specification (unless otherwise specified or datum dependent).

47.0 Any Extra Over work instructions must be cleared via one of our office in writing and not to site personnel.

48.0 Sand/Cement screeds shrink as they cure as per BS8204 Part 1 resulting in shrinkage cracks/daywork joints developing. These cracks/joints do not affect the structural integrity/compressive strength of the screed. Our quotation does not include for filling these joints/cracks. It is the responsibility of the floor finishing contractor.

49.0 It is the Customers responsibly to provide datum levels throughout the building and subsequent setting out points/measurements from datum for screed thickness before works proceed

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