

## Terms and Conditions Of Contract

1. Any contract between the company and the customer is entered into by the company and the customer on the clear understanding that the contract is governed by the company's terms and conditions that such are not invalidated by any action on the part of the customer, and acceptance of the company's quotation by the customer will signify acceptance of these terms and conditions.
2. Whilst the company will reinforce the concrete and exercise all responsible care and attention to place pattern aliened expansion and contraction joints at its discretion to minimise the chance of cracking, no guaranty is given against cracking.
3. Whilst the company will exercise every reasonable effort to achieve uniformity of depth of imprint, the nature of the process causes variations and accordingly no guarantee is given as to consistency of depth.
4. Whilst the company will exercise every possible care during the colouring process, by the nature of the materials and process used it is unavoidable that apparent variation of texture and colour may accrue, the company cannot guaranty colour and texture matching to closer tolerances than those inherent in the materials and process used.
5. The company shall not be liable to the customer for any minor departures from the contract, specification or drawing made necessary by site conditions or unforeseen circumstances.
6. All prices specified in the quotation are based on the cost of wages, materials, plant hire and taxation prevailing at the time of quoting and the company reserves the right, without prejudice to any or all of its other rights or remedies to recover increased or consequential additional costs arising in respect of materials and services supplied, occurring before completion of the works specified in the contract.
7. In the event of payment not being made within the terms set out herein the company shall be entitled to charge, on a daily basis until payment has been received, at a rate of 3% above National Westminster Bank Plc base rate prevailing during the period of such default together with any costs which are incurred in the collection of such debt.
8. Unless otherwise agreed in writing the company's terms of payment are as follows: the first deposit of 25% of the contracted price payable with order; 25% on commencement; 40% after poured mix and the balance; 10% on completion of contract.
9. The company shall not be liable for any damage, loss or personal injury whatsoever arising consequent upon or incidental to the contract works referred to in the quotation, either during the period of construction or at any time thereafter, subject to the provisions of the unfair terms act 1977 (or any amending legislation).
10. In the event of there being any defect in any materials supplied by the company or any inadequacies in the workmanship carried out by the company, the company's liability is restricted at its sole discretion to repairing free of charge the materials or work found to be defective, provided that the customer notifies the company in writing within five days of discovery.

11. Any damage that the customer alleges is the responsibility of the company must be notified in writing to the company in five days of occurrence, but accept as otherwise stipulated in these terms and conditions the company shall in no circumstances whatsoever be liable for any loss or damage sustained by the customer or any other person or for any damage to property howsoever caused arising directly or in consequence of any act or omission by the company or any defect in any materials used or supplied, including loss from delay, or liability to third parties nor shall it be responsible for the cost of reinstating the contract site, and these terms and conditions represent the entire liability of the company in respect of all warranties and guarantees as to quality, fitness or description which maybe implied by statute or common law.
12. Where quotations provide for excavation work the company assumes that it will be in normal subsoil and that no hidden obstacles will be encountered during the work and no unforeseen circumstances and / or interference with the routes of services such as water, gas, electricity, telephone, drainage etc not previously advised to the company to exist are met with, and if additional work is required to overcome problems from such sources, then the company reserves the right to charge for any additional work involved.
13. In addition to its statutory obligations the company warrants that within a period of 12 months from the date of completion.
14. Any defect should be notified in writing to the company as soon as it is practicable. The company will use its reasonable endeavours to investigate and remedy any such defect where appropriate within a reasonable time scale.
15. Concrete products require a curing period after laying operations have been completed; upon completion of the contract works the company will advise the customer of the appropriate length of this period.
16. The customer will be responsible for providing complete free and easy access to the working area of the site for delivery of the company's materials, machinery, etc.
17. The customer is responsible for the safe keeping and protection of the site.