

CONDITIONS

1.0 GENERAL

The Company is Diespeker Marble & Terrazzo Limited

The Client is the customer purchasing materials or services from the Company

1.1 All quotation offers made or contracts undertaken are subject to these express Conditions. The Company will accept no liability for loss or damage caused by delay in delivery of materials or completion of work arising because of strike, lockouts or any other cause beyond its control nor for consequential damages howsoever arising.

2.0 PRICES

2.1 Quotations are based upon current prices, but such prices are subject to variation arising from increases in rate or wages or price of raw materials, and the prices to be charged will be those ruling at the time that the work is carried out, Except where otherwise stated the prices quoted are:

- Based upon the assumption that the site will be free and easy of access for materials, tools and tackle, and there are no obstacles to the proper and continuous performance of the work.

- Materials when delivered to the site are the responsibility of the client as regards damage, deterioration or loss by fire, flood, theft, etc.

2.2 Unless otherwise stated work is to be executed during normal working hours in one continuous visit. Should a variation to the above be required then the client will be responsible for reimbursing Diespeker with all additional costs and expenses. Non-productive overtime and/or out of hours working will be charged and reimbursed by the Client at rates set by National Federation of Terrazzo Marble & Mosaic Specialist current at the date the works are carried out.

3.0 MATERIALS AND SERVICES TO BE SUPPLIED BY BUILDING OWNER OR MAIN CONTRACTOR

3.1 It shall be the responsibility of the Client either directly or through others to provide without cost to the Company, for the following-

3.2 The unloading upon arrival, storage under cover and hoisting of our materials delivered to site to the required place of work.

3.3 Sufficient electric power and connection points in the location of our work for operation of grinding machines and power tools.

3.4 Artificial light (where needed).

3.5 The free use of hoist, tackle and attendance for transporting of materials to the place of work.

3.6 Water (for mixing) piped to and stored for our use where it is required.

3.7 Use of welfare and mess facilities on the site.

3.8 All scaffolding and access (fixing complete) to our requirements.

3.9 Except where we have included for screeding and/or rendering, the prices quoted are for work laid complete on the Client's ready prepared screed and/or backing, laid to falls if and where necessary.

3.10 All spaces not outlined by walls, such as openings, voids etc. to be defined by wood strips placed in the correct position (by others) to the exact height to which the mosaic and/or terrazzo is to finish up to.

3.11 Except where otherwise stated, this quotation does not allow for the supply or application of silicon sealants.

4.0 STARTING TIME & WORK SEQUENCE

4.1 The following minimum period of notice is normally required from Order subject to the availability of the material from the manufacturer.

4.2 Terrazzo and Precast Granolithic - 6 weeks.

4.3 Marble and Conglomerate 3-6 weeks, dependent on availability of marble selected.

4.4 Mosaic, ceramic and glazed tiles 6 weeks, if available ex London Stock.

4.5 Preparation of working drawing - 4 weeks.

4.6 In order to finish our work completely and within an agreed programme it is essential especially when treads, risers or paving are being fixed, that the entire area to where our products are being installed is void of other trades for the duration of our work.

4.7 The Company undertakes to manufacture, install and complete work in the time agreed and specified. The Company will not be liable for consequential losses and/or damages and/or liquidated damage due to late deliveries or installation.

5.0 EXECUTION OF WORK

5.1 It shall be the responsibility of the Client to ensure that flooring areas are kept clear of materials and tackle other than that required by the Company's operatives during and for not less than 24 hours after grouting and sealing.

5.2 No responsibility will be accepted by the Company in respect of damage to our work by any person not in the employment of this company.

5.3 During the course of our work and on completion, it is the responsibility of The Client or others on behalf of the Client to ensure adequate protection of the finished material or works.

6.0 MAKING GOOD

6.1 Daywork - the making good of damage or other faults caused by others will be carried out on a daywork basis. It is the responsibility of the Client to approve and sign daywork sheets. The rate and charges will be reimbursed by the Client at rates set by National Federation of Terrazzo Marble & Mosaic Specialist current at the date the works are carried out

7.0 MEASUREMENT OF WORK

7.1 The work executed will be measured on completion and the quantities agreed with the Client.

8.0 TERMS OF PAYMENT

8.1 Interim payments of an amount of the value of work executed and materials on and off-site including moulds when applicable shall be made within 14 days of the Company's application/invoice date.

8.2 Paid when paid is not acceptable to the Company.

8.3 Overdue accounts will accrue interest at 8% above the current Bank base rate.

8.4 Retention monies on the express written agreement of the Company can be deducted from payments made. Each deduction will not exceed 3% of the payment and the total of all deductions will not exceed the sum of £3,000.00 for any one contract.

8.5 Retention monies exceeding £2,000.00 are to be held in a joint bank account isolated from the Client's working capital and protected against any receiver or liquidator of either party.

8.6 On completion of the Company's work (i.e., after finishing) one half of the withheld retention money shall be paid. The balance of the retention money shall be payable six months after the completion of our work.

9.0 FIXING TO TIMBER

9.1 Whilst the Company is prepared to fix materials to plywood or timber which is adequately secured to a solid and firm framework, brackets or joists the Company will not accept responsibility for the loosening, cracking or the opening of joints in the materials resulting from the expansion and contraction in the timber base or sub frame.

10.0 GUARANTEE

10.1 The Company undertakes to repair or replace free of charge any work which might be or become defective due to unsound or inadequate materials or poor workmanship during our six months period commencing from date of completion of our work provided. Written notice of such defect must be given to the Company within two months of it manifesting itself. The Company shall not be liable for any consequential losses pursuant to such defect. The Company shall not be liable for any defect in materials laid by us which is caused through any defect in the sub-floor and/or any surface.

10.2 The Company undertakes to repair free of charge any unit supplied which is of poor workmanship. Notification in such cases must be made in writing within seven days from collection/delivery and confirmed in writing. The Company shall not be liable for any consequential loss pursuant to such effect.

10.3 The company will not be held responsible for costs or delay in replacement for goods damaged in third party transport or breakage, pilfering or loss of materials held on site.

11.0 DUST

11.1 The polishing of the Company's materials creates dust. Whilst every effort is made to reduce the quantity dispelled into the building, no responsibility can be accepted by the Company for any cleaning that may be required. All necessary protection to be carried out by others.

12.0 QUALITY CONTROL OF MATERIALS

12.1 Whilst every effort will be made by the Company to reject poor quality materials, by the very nature of materials, damage/breakage may occur during the cutting and polishing processes. The Company at its discretion reserves the right to repair these units and incorporate them in the works.

12.2 Unless specifically stated in the Company's quotation, book matching or blending of materials is not included

13.0 SAMPLES

13.1 Any Samples provided by the Company are a guide and approximation of shading of colours available. As marble and terrazzo are natural materials, shading, veining and impurities may vary which is unavoidable.

13.2 Unless expressly stated otherwise, quotations are based on the use of all material as quarried and prepared and does not allow for any form of selection by the Client.

14.0 APPROVAL

14.1 Due to the level of subjective variation that sometimes can occur with terrazzo, marble and granite, the Company recommends that the Architect/Client approves the materials prior to purchasing or processing when a stocked material.

14.2 Locations for approval.

- London SE15 when a stocked material is involved.

- London stockist for generally the smaller project.

- European stockist for larger project.

14.3 It will be the responsibility of the Client to bear his own cost in viewing material for approval at the above locations. The company will cover the costs for its own representation if required.

14.4 In the event that the Client chooses not to view the material selection, it will therefore be at the Company's discretion and choice.

15.0 PROTECTION OF OTHER FINISHES

15.1 Although every care will be taken by the Company to work in a manner so as not to damage other finishes, the Company shall not be responsible for such damage. Protection shall be the responsibility of others.

16.0 TEMPLATES

16.1 Templates when not specifically stated and allowed for within our quotation shall be supplied by others and delivered to our factory.

16.2 Templates should be cut from ridged material (3m ply) to avoid excessive discrepancies arising, templates with notes detailing additions or subtraction to the actual template size is not advisable and the company will not take responsibility for errors arising from added dimensional notes. Other notes indicating finished edges, detailed etc. must be clearly marked.

16.3 In the event that a template supplied is of a poor quality and not of a ridged material and needs to be remade, the cost-plus overheads and profit will be passed on.

17.0 MAINTENANCE

17.1 Sealer unless specifically stated and priced for has not been allowed for in this quotation.

17.2 The Company recommends that all marble, granite and terrazzo supplied and installed is sealed and maintained on a regular basis by the Company. For further information and prices, the Client should contact the Company's maintenance department.

18.0 TITLE OF GOODS

18.1 The title of goods shall not pass to the Client until payment of the full contract price has been received by the Company. In the case of non-payment, the Company shall be entitled to repossess the goods and/or materials or the proceeds of the sale in your hands, or in the case of any liquidator or receiver.

19.0 SETTLEMENT OF DISPUTES

19.1 If a dispute or difference arises under this contract/agreement/Order either party may refer it to adjudication. Part 1 of The Scheme for Construction Contracts (England and Wales) Regulations 1998 as from time to time amended shall apply.