

## **Humphreys Pipe Fabricators Limited.**

### **Standard Conditions of Sale.**

#### **1. Interpretation and Definitions.**

- 1.1 – The Seller is Humphreys Pipe Fabricators Limited.
- 1.2 – The Buyer is the Company or Business that has accepted the offer to provide services as detailed by the Seller.
- 1.3 – The Fab-shop shall mean Unit 14, Kenrich Business Park, Elizabeth Way, Harlow CM19 5TL.
- 1.4 – On Site / Site – Shall mean the final destination of where the prefabricated assemblies / components shall be finally fixed.

#### **2. Purchase Orders.**

- 2.1 – A Purchase Order and/or written instruction to proceed will be issued by the Buyer to confirm that the Sellers Quote is accepted unequivocally and this will form the Agreement.
- 2.2 – Unless expressly agreed by the seller, no retention(s) will be held by the Buyer.
- 2.3 – A minimum period of fourteen days is required by the Seller to commence works from receipt of the Purchase Order referred to in Clause 2.1.

#### **3. Payment.**

- 3.1 – The seller will raise Invoice(s) and payment will fall due no later than fourteen days from the Invoice date.
- 3.2 – Failure by the Buyer to pay any invoice levied by the seller within the period described in 3.1 shall be subject to interest as described in the Late Payment of Commercial Debts (Interest) Act 1998 and the chargeable interest rate shall be 8% above the interest rate set by the Bank of England at the time the debt became due.
- 3.3 – Late payment shall mean that the seller can, at their absolute discretion, suspend the services being provided.
- 3.4 – The services provided by the Seller will recommence only when cleared funds together with any interest accrued as provided by clause 3.2 has been received.

#### **4. Price for Services provided by the Seller.**

- 4.1 – The price for the services provided by the seller shall be that as stated on the Sellers Quote.
- 4.2 – The relevant drawings, specification and programme shall be referenced in the Sellers Quote. The responsibility for Design remains with the Buyer at all times.
- 4.3 – Unless otherwise stated in the Sellers Quote, materials and welding equipment are included.
- 4.4 – Delivery of Fabricated Pipework assemblies. Providing that the Seller has stated on their Quote that they will kerbside deliver the goods, the cost of delivery to site is included. Otherwise, separate charges for Deliveries will be made. The handling of Plant, equipment and prefabricated pipework assemblies from kerbside to final position on site shall be the responsibility of the Buyer.
- 4.5 – Materials provided by the Buyer. Any delay caused by the late delivery of materials provided by the Buyer shall be deemed a variation and shall be treated as such by clause 7.
- 4.6 – On Site installations – Any delays to the Sellers regular progress on site will be recorded and treated as a variation under clause 7.
- 4.7 – On site access equipment – The Sellers allowances are stated on their Quote.
- 4.8 – On site Capital Plant items that the Sellers prefabricated pipework will be fixed to shall be fixed and sited in its final position by the Buyer.
- 4.9 – Removal of existing Services & Plant items – Providing the Seller has confirmed same in their Quote, the Seller will isolate and disconnect existing pipework & place in a local collection point for removal from site by others. Redundant capital plant items will be removed from site by others.

#### **5. Insurances.**

- 5.1 – The Seller maintains regular Insurances.
- 5.2 – Should the Buyer require Special Insurances, Bonds or Warranties, a separate quotation will be offered to the Buyer for acceptance and payment.

#### **6. Commencement, Programme and Completion.**

- 6.1 – The programme of when the seller will provide their services will be set out on the Sellers Quote document.
- 6.2 – Should the programme be absent from the Sellers quote then the services will be provided within a reasonable time.
- 6.3 – Should Clause 3.3 be activated, the Seller will not be liable for delays to the programmed completion date and will not be under any obligation to accelerate their services.

#### **7. Variations.**

- 7.1 – Should the Seller deem that the quoted services have differed, the Seller will seek a variation. Such variation will be priced and any effect on delivery and installation time notified.
- 7.2 – The Buyer shall agree cost and time effect notified by the seller and provide a written confirmation to this effect.
- 7.3 – The Seller will not undertake variations until written agreement as described in 7.2 has been received by the seller.

#### **8. Title.**

- 8.1 – Until payment has been made in full to the seller from the Buyer the title of the goods

#### **9. Termination.**

- 9.1 – Should either party enter into Administration or Liquidation the agreement will naturally terminate.
- 9.2 – The Seller may terminate the agreement if the Buyer persistently settles the Sellers Invoices outside of the payment timings in clause 3.

#### **10. Force Majeure.**

- 10.1 – Neither the Seller nor the Buyer shall be in breach of the agreement nor liable for delay in performing or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

#### **11. Resolution of Disputes.**

- 11.1 – In the event that the parties hereto cannot resolve a dispute in connection with the quality of goods or services provided by the Seller or an amount charged by the Seller then the parties may refer the dispute to adjudication as provided by the Construction Act.

#### **12. General.**

- 12.1 – The contract shall be governed by the Laws of England and Wales.