

TERMS AND CONDITIONS OF SALE

These Terms and Conditions govern the sale of all construction related goods and services, by PLPC Ltd to the Customer. The Customer is urged to read these Terms and Conditions carefully to ensure they fully understand them before ordering any goods or services. By ordering any of these Goods and Services, the Customer is deemed to be bound by these Terms.

Definitions:

The Customer:	The person, firm or company who places an order with the Vendor for goods, or whose name and address is shown on the Quotation for services.
The Quotation:	The Quotation letter or document supplied with these conditions of contract
The Works:	The works the Vendor will carry out as detailed in the Quotation
The Agreement:	Both these Terms and Conditions and the Quotation
The Agreement Date:	The date the Quotation and Terms and Conditions are accepted
Agreed Price Contracts:	The total price for the works as shown in the quotation
The Equipment:	The equipment or apparatus PLPC will supply as detailed in the Quotation
The Vendor	PLPC Ltd whose registered office is situated at Roadmeetings, Carluke, Lanarkshire, ML8 4QE

1. Acceptance

- 1.1 The validity of the Quotation issued by the Vendor shall expire thirty (30) days after the date of issue, unless notified by the Vendor in writing. The Vendor reserves the right to amend or withdraw the Quotation at any time prior to acceptance.
- 1.2 The Customer acknowledges and confirms that it does not enter into the Agreement that relies on any verbal representation or undertaking not fully reflected in the terms of the Agreement and that no amendment, modification or substitution to the Agreement shall be effective unless this is carried out in writing by both parties.
- 1.3 The Vendor will be responsible for any enabling works as detailed in the quote.
- 1.4 No order by the Customer shall be deemed to be accepted by the Vendor unless and until confirmed by an official purchase order or call off order.
Accepted orders cannot be cancelled except where agreed in writing, and on terms that the Customer shall indemnify the Vendor in full against all loss (including lost profit), costs (including the cost of labour and materials used), damages, charges and expenses incurred by the Vendor as a result of cancellation.

2. Customer Obligations and Specifications

- 2.1 The Customer shall ensure the terms of the order and (if submitted by the Customer) the goods specification are complete and accurate.
- 2.2 The Customer must obtain and maintain all necessary licences, permissions and consents which may be required for the services, before the date on which the services are to start. Unless otherwise agreed in writing.

3. Delivery

- 3.1 It is assumed that the Vendor will carry out all Works during normal working hours. There will be an additional charge for any overtime working at the Customer's request. The Vendor's normal working hours are Monday – Friday, 08:00 to 17:30. Unless otherwise agreed in writing by the Vendor time is not of the essence.
- 3.2 Delivery will be made by the Vendor to the destination specified by the Customer
- 3.3 Whenever delivery takes place, it will be the Customer's responsibility to provide any necessary machinery and labour to off-load the goods and to ensure delivery can take place at the agreed time and place.
- 3.5 It is the Customer's responsibility to check that materials are correct and in good condition at the time of receipt. Goods damaged or short must be notified within five (5) working days from date of delivery.

4. Areas of Specific Interest

- 4.1 Unless stated differently in the quotation letter this Quotation is based on the understanding that the Works will not be undertaken on land that requires special permissions, (such as an archaeological watching brief, contaminated land). Where special permissions are advised to or found by the Vendor the additional costs shall be charged to the Customer in accordance with pricing condition.

5. Events Beyond Control

- 5.1 Unless stated differently in the quotation letter any delay, cancellation or postponement to the Works outside the control of the Vendor the associated costs to the Vendor will be charged to the Customer in accordance with pricing conditions. (It should be noted that the more notice that can be provided regarding any delay, postponement or cancellation then the more chance the Vendor has to reallocate resource (both labour and plant) and as such keep the associated charge to the Customer to a minimum.)

6. Sub-Contractor

- 6.1 This Quotation is based on the understanding that the labour the Vendor employs and subcontracts are trained and authorised to carry out the Works. Where additional training and/or authorisation are required the additional costs shall be charged to the Customer in accordance with pricing conditions.
- 6.2 The subcontractor shall furnish the Vendor with periodic progress reports as required including status of material, equipment, man power and submittal.
- 6.3 The Subcontractor shall do everything necessary to carry out and complete the Subcontract Works in good and workman like manner and in accordance with: this Subcontract; all drawings; specifications; bills of quantities; (where applicable) and/or written instructions issued to it by the Vendor all statutory requirements; consents, permissions; and to the Vendor's satisfaction.

- 6.4 The Subcontractor is deemed to have full knowledge of and, in so far as they are applicable to the Subcontract Works, shall comply with the provisions of the Main Contract and any relevant Third Party Agreements.
- 6.5 The Subcontractor shall complete the Subcontract Works within the duration set out in the Subcontract Order or in accordance with the completion date(s) set out in any notice issued by the Vendor.
- 6.6 Where the Subcontractor cannot complete the Subcontract Works within the duration set out in the Subcontract Order by the completion date(s) due to Variation instruction by the Vendor and/or an act of prevention or delays caused by the Vendor, the completion period shall be extended by the period of such delay provided always that the Subcontractor shall not become entitled to any extension of time for the completion of the Subcontract Works or any part of the Subcontract Works on account of any circumstance arising by reason of any act, negligence or default of the Subcontractor or the Subcontractor's Persons.
- 6.7 The Subcontractor shall at its own expense clear away regularly all rubbish resulting from the execution of the Subcontract Works to a designated area on Site or off-Site and shall keep access to the Subcontract Works clear at all times. If the Subcontractor fails to comply with its obligations under this Clause 17.1, the Vendor may carry out such work at the Subcontractor's costs which costs shall be recoverable as a debt.
- 6.8 The Subcontractor shall (and ensure that the Subcontractor's Persons shall): observe and comply with all safety, health and environmental legislation; comply with the Vendor's construction phase plan (including health and safety training) and the Vendor's requirements relating to the Construction Skills Certification Scheme ("CSCS"); and attend a briefing session provided by the Vendor during which generic and site specific safety, health and environmental information is provided
- 6.9 The Subcontractor shall provide a safe system of work including all appropriate personal protection equipment and health, safety and welfare facilities for its employees and the Subcontractor's Persons and the Subcontractor will submit Risk Assessments and Method Statements for approval at least one week in advance of works.
- 6.10 A CSCS or affiliated registration card for inspection during the Site HSE induction or a verification letter from the CITB that such a card is not currently available for that person's trade and/or occupation in which case the Subcontractor shall provide documentary evidence from the relevant trade association that that person possesses the relevant qualifications for the trade and/or occupation he practices provided always that as soon as the relevant card becomes available the Subcontractor will deliver this to the Vendor; and a copy of the CSCS Health and Safety test result that has been completed successfully within the past two years and a copy of an application for a relevant card.
- 6.11 As requested by the Vendor, the Subcontractor shall participate in the Vendor's safety, health and environmental inspections and/or audits that are carried out on site from time to time provided always that no adjustment shall be made to the Subcontract Sum.
- 6.12 The Subcontractor shall not assign, transfer or charge (whether in whole or in part and including, for the avoidance of doubt, the factoring of any debt arising under it), the benefit of this Subcontract nor sublet (whether in whole or any part) the Subcontract Works.
- 6.13 The Subcontractor shall ensure that the Subcontract Works are undertaken so as to cause the minimum disturbance, delay or disruption to the Vendor, its other Subcontractors, other Consultants and any other party.
- 6.14 The Vendor may at any time without prejudice to any other of its rights or remedies terminate the Subcontractor's employment in respect of the whole or any portion of the Subcontract Works.
- 7. Invoicing**
- 7.1 In general invoices will be paid on completion however if the project takes longer than a month from start on site to completion the Vendor may submit progress invoices to Customer, in respect of the amount of labour expended and materials delivered to the Vendor's stores and to site up to the date of the progress invoice.
- 7.2 Adjustments will be made to the rates of VAT to those applicable at the date of the invoice or payment, whichever is the earlier.
- 8. Pricing**
- 8.1 Unless stated differently in the quotation, where any changes to the works occur that are not as a result of the Vendor's negligence the Vendor shall submit written details of the additional cost to the Customer who shall be entitled to terminate the contract upon giving the Vendor written notice within 5 working days of the date of submission of such details. In the event of termination the Customer shall pay the Vendor reasonable charges for the work done and committed by the Vendor.
- 8.2 The Quotation is based on material and labour costs prevailing at the Agreement Date. The Vendor shall have the right to vary the Agreed Contract Price in accordance with any variations in the material or labour costs subsequent to the Agreement Date (unless stated differently in the Quotation) upon submitting written details of the additional cost to the Customer who shall be entitled to terminate the contract upon giving the Vendor written notice within 5 working days of submission of such details. In the event of termination the Customer shall pay the Vendor reasonable charges for the work done or committed by the Vendor.
- 9. Variations**
- 9.1 The Vendor will carry out any reasonable variation of the Goods and/or Services under the Contract that is instructed in writing by the Customer.
- 9.2 Variations to Goods and/or Services shall be valued by the Vendor on a fair and reasonable basis, with reference to, where available and relevant, rates and prices.
- 9.3 The Customer shall pay the Vendor any direct loss and/or expense incurred by the supplier due to the regular progress of any programme of works being affected by compliance of any Variation, and that the Vendor notifies the Customer of such as soon as is reasonably practical. The Vendor shall determine a fair and reasonable amount of that direct loss and/or expense.
- 9.4 In the event that a Variation results in a revision to the tender, price and/or quote, the Customer will issue a further purchase order(s) to the Vendor.
- 10. Payment Terms**
- 10.1 The Customer must settle all invoices in full within 30 days of the date of the invoice. Time of payment shall be of the essence.
- 10.2 If any amount remains unpaid after the due date, the Vendor shall (in addition to any other remedies) be entitled to charge interest on the amount unpaid at the annual rate of 4% over the base-lending rate of the Bank of England.
- 10.3 The Vendor supplied equipment and materials shall remain the property of the Vendor until the Agreed Contract Price has been paid in full.