



## CONDITIONS OF SALE

IN THESE CONDITIONS OF SALE “**THE COMPANY**” SHALL MEAN SIPS ECO PANEL SYSTEMS LIMITED,  
(TA SIPs Eco Panels) 4-7 Boston Road, Viewfield Industrial Estate, Glenrothes, Fife, KY6 2RE

### 1 AMENDMENT AND TERMINATION OF CONTRACT

- 1.1 Once the purchaser has entered into a contract with **the Company** the purchaser will have no right to amend or cancel such contract. Any amendment or cancellation may only be accepted by **the Company** in writing at its sole discretion. If a contract is not so amended or cancelled and the goods are delivered in pursuance of such contract and the purchaser refuses to accept or delays in accepting the goods **the Company** shall be entitled to make a reasonable charge for indirect and consequential loss.
- 1.2 In the event of the contract being amended at any time in accordance with Paragraph 1.1 the purchaser shall be liable for any costs already incurred in manufacturing and/or design, which are or may be abortive in the light of the amendment(s) proposed and accepted.
- 1.3 In the event of the contract being cancelled at any time in accordance with Paragraph 1.1 the purchaser shall be liable for **the Company's** loss of profit which for the purpose of all contracts will be fixed at 40% of the total contract sum immaterial of whether to margin is higher or lower than the 40% figure
- 1.4 The issuing of Structural Calculations will not be made until all contract sums have been received by **the Company**
- 1.5 **The Company** shall have the right to terminate the contract in writing to the purchaser on the occurrence of any of the following events: -
  - 1.5.1 The purchaser failing to meet his obligations under the contract in respect of monies due or any other obligation under the contract;
  - 1.5.2 the purchaser's bankruptcy, insolvency or making any composition or arrangement with his creditors;
  - 1.5.3 If the purchaser is a limited company, the appointment of a receiver or administrative receiver over its assets or the making of an administration order in respect of the purchaser.

### 2 DELIVERY

- 2.1 **The Company** will make every effort to meet pre-arranged dates but any such dates have to be specifically agreed in writing.
- 2.2 In the event of the goods being delivered by **the Company** the purchaser is to ensure that there is a suitable hard access to the site from the adequately surfaced road with provision for a 40ft trailer to turn without risk of damage. The purchaser will be liable to **the Company** for any loss or damage sustained by **the Company** or its contractors or agents arising from any failure in the foregoing requirement.
- 2.3 Pre-arranged delivery dates cannot be altered less than 7 days prior to such pre-arranged dates unless expressly agreed by **the Company** in writing. **The Company** reserves the right to charge for transport, storage and other consequential costs arising from such alteration.

### 3 WARRANTIES AND LIABILITY

- 3.1 **The Company** will replace any goods short or damaged on delivery provided a claim is made in writing within 7 days of delivery and notified to **the Company** or its agent at the time of delivery.
- 3.2 All goods shall be at the purchaser's risk from the time of delivery by or on behalf of **the Company** or from the time of collection of the goods from the premises of **the Company** or its suppliers by the purchaser or his agents.
- 3.3 Should any of the goods supplied or manufactured by **the Company** prove defective through faulty materials or workmanship within a period of 12 months following the date of delivery **the Company** will, free of charge, replace or, at its option, repair such defective goods subject to the purchaser notifying **the Company** in writing of such defect(s) forthwith upon becoming aware of the defect(s) and allowing **the Company** suitable access to the goods when required to carry out the necessary repairs or replacements. **The Company's** liability is limited to the replacement or repair of faulty goods only and **the Company** shall not be liable for any indirect or consequential loss.
- 3.4 **The Company** will only be liable for defects if the goods supplied have been used in accordance with plans and specifications provided by **the Company** and no warranty will

extend to the alteration of any building which has not received prior written approval from the Company.

- 3.5 The goods shall remain the property of **the Company** until such time as full payment has been made by the purchaser of all sums due. Clients must still cover all goods delivered to site as per item 3.2 above

#### **4 GENERAL**

- 4.1 **The Company** may vary or modify the specification to substitute materials of a similar quality to those specified if such materials are unavailable for any reason beyond the control of **the Company**.
- 4.2 All plans, drawings, specifications and technical material which form part of **the Company's** quotation and which may be supplied in connection with the contract (other than those supplied by the purchaser and not derived from **the Company's** material) shall remain the property of **the Company** and shall not be copied or disclosed to any third party without the prior written consent of **the Company**.
- 4.3 **The Company's** obligation under the contract is to provide the goods and/or services specified within the contract and under no circumstances will **the Company** be liable for any failure or default of any sub-contractor employed by the purchaser which may in any way be connected with the contract.
- 4.4 Any dispute arising between **the Company** and the purchaser, which cannot be mutually resolved, shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of the Chartered Institute of Arbitrators. The arbitrator shall have the power to assess and award damages and to apportion the costs of arbitration between the parties, and his decision shall be final and binding.
- 4.5 The Contract shall be governed by the laws of England and Wales.
- 4.6 A list of independent project managers and builders is available upon request and has been compiled from people or companies offering their services. You should seek references and assurances before commissioning them. Any contractual agreements made between you and a **project manager or builder is independent** of **the Company**.
- 4.7 **The Company** will not issue anything to a builder or project manager appointed by the client unless **the Company** has received confirmation of such an appointment by a client confirming that the client would like them copied in with all correspondence. The client must notify **the Company** in writing or by email confirm the client's appointment or notify a representative of **the Company** and this will be confirmed by email to the client.
- 4.8 The signing of **the Company's Order Form** confirms all clients have read the Company's Terms and Conditions (T&C's) and accepts the terms in full. Only amendments to the T&C's issued by **the Company** in writing prior to placing of an order will be accepted by **the Company** and all other T&C's will still apply throughout the contract.
- 4.9 Any goods, plans, services or labour supplied by **the Company** are strictly in accordance with the Company's Terms and Conditions.
- 4.10 **The Company** reserves the right to substitute for any of the materials or components referred to in this quotation any other materials of a similar type, standard and value, whether due to unavailability, improvement or any other reason.

#### **NOTES**

- 1.1 It is for the client / builder or project manager to ensure water is constantly swept off the floors when our erection team are off site. The flooring will take a reasonable amount of water but water mustn't be allowed to sit for long periods of time. Our membranes are water repellent and not water resistant. If possible and safe to do so, we will try to wrap the membranes over the openings but larger openings may require a waterproof framework created by others
- 1.2 Chimney trimming out is excluded although loose material is provided for fixing by others
- 1.3 No provision for scaffolding or ladders is included in our price as this will need to be available for **the Company's** use and other tradesmen on site. Scaffolding must be erected in accordance with **the Company's** requirements and must comply with Health & Safety legislation. If scaffolding is not provided or is not erected properly, **the Company** reserves the right to withdraw erectors from site and to charge the customer £200 per day per man.
- 1.4 It is the client's responsibility to ensure the oversite is accurate in dimensions, levels and height. Any delays caused to the erectors due to inaccuracies to the oversite will be charged at £200 per day per man or part thereof, as will any subsequent extra haulage charge
- 1.5 It is **the client's** responsibility to ensure an adequate supply of non-compressible material, eg, slate, for packing under the soleplates, is available if the oversite is not 100% level. There is a maximum tolerance allowed of plus or minus 5mm

- 1.6 If the surface to receive the frame is out of level and **the Company** erect the frame, the client must insert a non compressible grout between the packers before any materials are loaded on the roof
- 1.7 **The Company's** erectors and site visitors assume free use of welfare facilities on site from day one. Refer to Health & Safety requirements
- 1.8 The senior erector with each team will make a final inspection of all works and sign off the project when complete. In all cases we would like a client to be present that day if at all possible, although **the Company** recognises this is not always possible. He will sign off that all work has been completed to comply with **the Company's** panel drawings and structural engineers details. The Client will not be covering the structural integrity of the building as that is for **the Company** to approve along with its engineers. Any additional items should they be deemed to be required or fitted at a later date will be completed by the erectors in due course and access will be required to complete this work. No delays will be accepted for ongoing work whilst this is being dealt with.
- 1.9 No brickwork support allowed in this contract unless specifically noted on **the Company's** drawings
- 1.10 No allowance has been made by **the Company** to the supply of balcony materials or erection of balcony materials unless specifically referred to in the Quotation.
- 1.11 Porch, garage and bay roofs will be supplied only unless specified otherwise. These will generally be left for site fixing by others subject to design. This is for the benefit of follow on trades or due to impracticality of working around these areas. Porch and canopy posts will be supplied to Engineer's design using sawn Douglas Fir or similar for site fixing by others.
- 1.12 Vaulted ceilings, if specified, will be to **the Company's** Engineer's design
- 1.13 No design work can be started until receipt of suitably dimensioned drawings issued by **the Company**. Architect's drawings issued to **the Company** may require amendments by **the Company's** structural engineers. Therefore, **you must only use the drawings produced by the Company's engineers and designers** in the setting out of your property and these drawings supersede all previous information either issued or received by **the Company**.
- 1.14 **All drawings** from clients must be supplied in DWG AutoCad versions or similar. If **the Company** has to convert any drawings, a charge of £600 will be made for tracing and redesigning a house or extension, £2,500 for a block of up to 15 flats and £5,000 for a block of 15 or more flats
- 1.15 The outer skin of the property, whether it is brick, block, stone, render etc., **must not** be constructed below DPC until after **the Company's** SIPs frame has been erected on site. This is to ensure that a minimum 50mm clear cavity is maintained around the frame and to allow clients to fit soleplate anchor straps in the cavity below DPC. Should brickwork need to be constructed below DPC to provide structural support to the inner skin of blockwork, a minimum 50mm cavity must be maintained and the oversite must be dimensioned to match our panel setting out drawings. For erection notes please refer to separate erection information pack when placing your order.
- 1.16 **The Company** can only accept variation to the order at least 5 weeks prior to delivery and written confirmation of acceptance from **the Company** has been sent to you. If you have not received written confirmation at least 20 working days prior to the first delivery of **the Company's** SIPs package you must contact **the Company's** administration department immediately.
- 1.17 We will endeavour to deliver all goods at the times specified. **The Company** will accept no additional costs for any late deliveries beyond our control causing any consequential delays or cost.
- 1.18 Any contracts you make with a builder, tradesman or project manager in the construction of your property is independent of **the Company**. **The Company's** liability is limited to the SIPs frame components supplied as per **the Company's** quotation and any drawing work commissioned from **the Company** by you and referred to in **the Company's** quotation.
- 1.19 All items once delivered to site by **the Company** or any other supplier becomes the responsibility of the client. You must therefore ensure that you have an adequate secure container on site and appropriate site insurance cover.
- 1.20 No allowance has been made for any return visits to the site by the erectors. Charges for any return visits will need to be agreed and paid for prior to return to site.

## **APPROVALS**

- 2.1 Our quotation is inclusive of full engineering drawings and certification for SIPs. Amendments to drawings occasioned by the customer after completion of **the Company's** drawings will be subject to charges in respect of drawings, engineering fees and printing.

- 2.2 Planning and Building Regulation approval (excluding our engineering certification) are the responsibility of others unless a full feasibility service has been commissioned from **the Company** or a conditional Building Regulation package has been commissioned from **the Company**. If plans, planning permission submission and building regulation submission have been commissioned by the client from **the Company**, the client is responsible for all fees. Building Regulation submission, if commissioned from **the Company**, will be to support **the Company's** SIPs frame structure. **The Company** will apply for Conditional Building regulation approval based on information available at the time of submission. Some items will require clarification at a later date and confirmation on site by Building Control, your builder, Project Manager or yourself. In this instance **the Company** will apply for conditional approval until the relevant information has been supplied by you to Building Control or their inspectors.
- 2.3 If commissioning the planning services from **the Company**, the signing of the Feasibility Order Form will be on the understanding that **the Company** will try to obtain planning permission on the client's behalf as per the terms and conditions of the feasibility order form.
- 2.4 If a quotation order form has been signed and plan / drawing numbers change the contract still remains but prior to manufacture should any changes have been made that incur any additional costs, these will be notified in writing to you.
- 2.5 **The Company's** SIPs panels are accepted by virtually all checking authorities. For a full list please ask before placing an order or at the time of placing an order.
- 2.6 SAP ratings to be commissioned by others. **The Company** will assist with panel values.
- 2.7 The meeting of Code for Sustainable homes requirements is by others. **The Company** will assist with panel values

## PAYMENT TERMS

### PANELS ONLY

- 3.1 Payment for Panels Only must be made either by **Internet Banking** to the account below (7.1) or by Credit Card.
- 3.2 If paying by Credit Card, please contact a member of the sales team who will take your Card details. There is a handling charge of 2.5% for credit card payments

### SIPS FRAMES & ERECTION IF REQUIRED

- 4.1 **The Company's** standard payment terms are 25% deposit with order and the balance 20 working days prior to delivery. The total construction at the appropriate delivery address remains the property of **the Company** until all payments have been received.
- 4.2 The preferred method of payment by most clients is by **Internet Banking** to the account below (7.1) or by Credit Card. Cheques must be made out to SIPS Eco Panel Systems Ltd and reach the office in ample time to clear before the release of goods
- 4.3 If paying by Credit Card, please contact a member of the sales team who will take your Card details. There is a handling charge of 2.5% for credit card payments

### FEASIBILITY STUDY FEES

- 5.1 If commissioning a Feasibility Study on your plot of land, a fee for this service will be agreed and paid for at the time of order. This covers **the Company's** in-house design team to prepare drawings for a property or properties on a clients site.
- 5.2 Once a client confirms acceptance of the design, **the Company** will issue the client with a fixed price quotation for **the Company's** SIPs structure
- 5.3 To secure this advantageous price and service commitment whilst the plans are in planning, a client must:
  - 5.3.1 Sign acceptance of the quote to bind both **the Company** and the client to the price and terms agreed
  - 5.3.2 Pay an initial non refundable deposit of 5% or £2000.00, whichever is the greater. This deposit is a part payment of the total invoice sum – **IT IS NOT AN ADDITIONAL SUM**
  - 5.3.3 This deposit secures the price for a period of 6 months (normally sufficient time to secure planning permission). After 6 months the contract is still binding but prices will be adjusted as per the contract, (see general notes).

### LATE PAYMENT TERMS

- 6.1 Any delay in the receipt of payment will have a consequential effect on delivery dates.
- 6.2 Interest at 4% per annum over the Metro Bank base rate will be charged on all materials and services not paid for in full from the first delivery date of **the Company's** SIPs frame components until the sum has been cleared and interest charges paid in full

## 7.1 BANK DETAILS FOR INTERNET PAYMENTS

**BANK:** Metro Bank

**SORT CODE:** 23-05-80

**ACCOUNT NUMBER:** 21671775

**REF:** (insert your customer reference number)

**AMOUNT:** (As per contract)

**ACCOUNT NAME:** Sips Eco Panel Systems Ltd

### Advisory Warning Notes

1. If purchasing a plot of land with an existing property on the site under no circumstances should the existing property or any surrounding buildings be demolished until Planning Permission has been granted.