

# DCS UNIVERSAL BUILDING CONTRACTORS LTD (“the Company”)

## TERMS AND CONDITIONS OF BUSINESS

In these terms and conditions “the Customer” shall mean the person, firm, company or authority whose order has been accepted by the Company and “the Works” shall mean the works to be carried out pursuant to an order accepted by “the Company” (DCS UNIVERSAL BUILDING CONTRACTORS LTD).

ALL QUOTATIONS ARE MADE AND ORDERS ACCEPTED BY THE COMPANY SUBJECT TO THESE TERMS AND CONDITIONS.

1. Any provision, stipulation or condition in the Customer’s conditions of order or otherwise, which conflicts with or in any way qualifies or negates any of these terms and conditions shall have no effect and these terms and conditions shall prevail.
2. No variation of these terms and conditions shall be valid unless evidenced in writing under the signature of the director of the Company.
3. All quotations by the Company are by way of invitation only and may be withdrawn without notice and the Company shall not be bound until it has dispatched a written acceptance of order to the Customer.
4. All prices are based on the cost to the Company of goods and materials, labour, transport and other costs ruling at the date when such prices were quoted. In the event of any such costs to the Company being increased directly or indirectly prior to completion of the works, the Company reserves the right to charge all such increases as an addition to the contract price.
5. Unless otherwise stated, all prices are exclusive of Value Added Tax.
6. The Company reserves the right to request interim payments on account to the value of work and/or materials employed or delivered. The rates quoted are net; accounts will be rendered weekly as the work proceeds. Payment of accounts without discount will be required within 14 days of submission. Interest will be charged at 5% per month on any outstanding balances after this period.
7. No work will commence until written acceptance of the Estimate is received. This will be deemed to be a binding contract between DCS Universal Building Contractors Ltd and the person or company (Client) who confirms the order in writing. A Purchase order, Signing of the estimate or an email of acceptance / confirmation of commencement from the client/clients agent or representative shall signify acceptance of all of the terms and conditions stated herein. Acceptance of the agreed rates “on behalf of a Client” by an Agent will signify that the Agent has informed the Client of all of the terms and conditions herein and that the Agent has been instructed to place the order on behalf of the Client.
8. Any commencement or completion dates given by the Company at any time are given in good faith but time is not of the essence of the contract and the Company shall not be liable for any loss, damage or expenses suffered by the Customer or any other party, arising directly or indirectly from the Company’s failure to comply with such dates.
9. If any given completion date is delayed for any reason beyond the Company’s control (including but not limited to inclement weather, accidents, loss or damage of any kind, strikes, lock-outs, cessation of labour affecting any trade engaged upon the works or the inability of the Company to secure labour and/or materials) a fair and reasonable extension of time for completing the works shall be granted to the Company and the Customer shall be responsible for any increased cost resulting from the same under Condition 4 above.
10. If for any reason the Company is unable to complete the works, the Company’s liability will not exceed the value of the uncompleted part of the works and the Customer will remain liable to pay for the value of the completed part.
11. Materials and equipment delivered to the Customer’s site for use will remain the Company’s property until applied or fixed to the Customer’s premises according to the contract or in the case of materials and equipment which remain unfixed until the Company has received payment in full. Until such fixing or payment, the Customer is responsible for the security, protection and safe keeping of such materials and equipment howsoever arising unless otherwise stated.
12. Where applicable, the Customer is responsible for the accuracy of any drawings, designs and/or specifications submitted to the Company by or on behalf of the Customer and the Customer will indemnify the Company and keep it indemnified against any costs, claims, liabilities or damage caused by errors, omissions or inaccuracies in such drawings, designs and/or specifications.
13. The Customer will obtain all requisite building, planning and other statutory and bylaw consents and licences required in respect of the works and will indemnify the Company to keep it indemnified in respect of any failure to do so.
14. The Company’s liability in respect of works carried out and/or materials supplied under any conditions, warranties or other terms whether expressed or implied by statute or otherwise, shall be subject to the following:

Where a written guarantee or warranty is given by the Company, the Company’s liability shall be limited to the terms of such guarantee or warranty; and

  - (a) any such guarantee or warranty shall not apply in respect of damage from the result of foot traffic upon the roof surface or excessive movement of the roof structure; or from condensation occurring through incorrect design or lack of appropriate ventilation of the roof void; and
  - (b) the Company shall be given immediate notice of any defects being discovered and no remedial works shall be carried out by a person, firm or company; and
  - (c) The Company’s liability shall in any event be limited to the contract price.
15. Cancellation of a Customer’s order will be accepted only at the Company’s discretion and the Company reserves the right in such an event to charge for all costs incurred prior to and/or resulting from such cancellation in addition to such other remedies as it may have.