- East Coast Plumbing and Gas Limited Terms and Conditions of Trade
- 1. 1.1 1.2
- Definitions "Contractor" means East Coast Plumbing and Gas Limited, its successors and assigns or any person acting on behalf of and with (a) the authority of East Coast Plumbing and Gas Limited. "Customer" means the persons or any person acting on behalf of (c) and with the authority of the Customer requesting the Contractor to 7.3 provide the Works as specified in any proposal, quotation, order, involce or other documentaliton, and; if there is more than one Customer, is a reference to each Customer 7.4 (infly and severally; and if the Customer is a part of a trust, shall be bound in their capacity are inside: and
- (a) (b)
- as a trustee; and includes the Customer's executors, administrators, successors and (c)
- 1.3
- Includes the Customer's executors, administrators, successors and permitted assigns. ""Works" means all Works or Materials provided by the Contractor to the Customer at the Customer's request from time to time (where the context so permits the terms: Works" or "Materials" shall be interchangeable for the other). "Photo "means the Price apagicable (plus any Goods and Services Tax 8. ("GST") where applicable) for the Works as agreed between the 8.1 Contractor and the Customer in accordance with clause 6 below. (a) The Customer is taken to be 1.4
- 2. 2.1
- ceptance e Customer is taken to have exclusively accepted and is mediately bound, jointly and severally, by these terms and nditions if the Customer places an order for, or accepts provision, 22
- 2.3
- immediately bound, jointly and severain, by tnese terms and conditions if the Customer places an order for, or accepts provision, of any Works. These terms and conditions may only be amended with the consent of both parties in writing and shall prevail to the extent of any inconsistency with any other document or contract between the Customer and the Contractor. Electronic signatures shall be deemed to be accepted by either party providing that the parties have compiled with Section 22 of the Electronic signatures shall be deemed to be accepted by either party providing that the parties have compiled with Section 22 of the leadronic Transactions Act 2002 or any other applicable provisions of that Act or any Regulations referred to in that Act. Where the Customer is a termal that the full encosed of the owner of the Contractor to provide the Works to the owner's land and premises. The Customer acknowledges and agrees that it shall be ortime to full be for full agreent of the Prote ortil Works provided under this contract and to indemnify the Contractor against any claim made by the owner of the set (how cover arising) in relation to the provision of the Works by the Contractor, except where such dam has avers because of the negligence of the Contractor when providing the Works. 8.2 8.3
- It the provision on the works by the Contractor, except where such claim has arisen because of the engligence of the Contractor when 8.3 providing the Works. In the event that negurine the engligence of the Works up and the event that negurine the Contractor's staff to work outside up and the contractor is required to work outside up and the contractor is the the outside the the contractor reserves the right to charge the Customer additional labour costs (penalty rates well apply), unless otherwise agreed between the 8.4 Contractor and the Customer. Errors and Omissions The Customer acknowledges and accepts that the Contractor shall, without prejicities, accept no lability in respect of any alleged or actual error(s) and/or omission(s). The customer administration of this contract; and/or contained informitted from any literature (find copy and/or 8.5 electronic) supplied by the Contractor in respect of the Works. 2.5
- 3. 3.1
- (a)
- (b)
- 3.2 4. 4.1
- contained informitted from any ilterature (hard copy and/or 8.5 electronic) supplied by the Contractor in respect of the Works. In the event such an error and/or omission occurs in accordance (a) with clause 3.1, and is not attributable to the negligence and/or will misconduct of the Contractor, the Customer shall not be (b) entitled to treat this contract as repudiated nor ender it invalid. **Change in Control** The Customer shall give the Contractor not less than fourteen (14) 8.6 days prior written notice of any proposed change of twinership of the Customer shall give the Contractor and the Sustomer's details (including but not limited to, changes in the Customer's details (including but not limited to, changes in the Customer's details (including but not contractor) as a result of the Customer's details (including but not subsciences). Comply with this due to the contractor shall be liable for any loss incurred by the Contractors a result of the Customer's failure to comply with this duest. **Hord Stormer escenavideges** that the Contractor shall (for the duration of the Works) liaise directly with one (1) authorised representative, and that once introduced as such to the Contractor, 8.7 that person shall have the full authority of the Customer's fourters behalf. The Customer accepts that they will be solely liable to the Contractor for all additional costs incurred by the Contractor (including the Contractor's profit margin) in providing any Works or variation's requested therelo by the Customer's duy authorised representative.
- 5. 5.1
- 8.8
- (b)
- representative: Price and Payment At the Contractor's sole discretion the Price shall be either: as indicated on involves provided by the Contractor to the Customer in respect of Works provided; or the Contractor's quided Price (subject to clause 6.1) which shall be brinding upon the Contractor provided that the Customer shall The Contractor reserves the right to change the Philer (30 day: if a variation to the Materials which are to be supplied is requested; or
- 6.2 (a)
- (b)
- If a variation to the Materials which are to be supplied is requested; if a variation to the Works originally scheduled (including any applicable designs, plans and/or specifications) is requested; or where additional Works are required due to the discovery of hidden 8.10 or undertrifiable difficulties (including, but not limited to, poor weeks: chick most in enterediate acceleration of the state of the considerations (such as the discovery of absects), prevenuistle work by any third party not being completed. Customer supplied items not available at agreed time, latent solit conditions, hard nock or other barriers below the surface, iron reinforcing rods in concrete, on hidden pipes and wring in wealls, etc.) which are only discovered or commencement of the Works; or in the event of increases to the Contractor in the cost of labour or Materials which are beyond the Contractor's sonto. (c) (d)
- Materials which are beyond the Contractor's control. Contractor's on control. Contractor's control. Contractor's control. Contractor's on the Contractor's on the Contractor's on the Contractor's on the Contractor's invices. The Customer shall be negreated to respond to any variation submitted by the Contractor within ten (10) working days. Failure of do so will entitle the Contractor to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion. At the Contractor's solutions being the deposit of up to fifty percent 9.2 (5%) of the Price may be required prior to Materials being orderd. Time for payment for the Works being of the essence, the Price will be payable by the Customer on the date/s dete/s 6.3
- 6.4
- 6.5
- (a) (b) (c)
- before commencement of the Works; or by way of instalments/progress payments in accordance with the Contractor's specified progress payment schedule. Such progress payment claims may include the reasonable value of authorised variations and the value of any Materials delivered to the site but not yet installed; or your claims, due twenty (Q) days following the end of the month in which, a statement is delivered to the Customer's address or address for notices; the date specified on any invoice or other form as being the date for payment; of (d) 10.2
- (e)
- the many sectors of address of ad (f)
- 6.6

11.2

- Idilling any nous of the date of any invoice given to the Customer by the Contractor. At the agreement of both parties, payment of the Price may be subject to retention by the Customer of an amount (hereafter called the "Retention Money"), being a set amount or equal to a percentage of the Price. The Customer shall hold the Retention Money for the agreed period following completion of the Works during which time all Works are to be completed and/or all detects are to be remained.
- are to be remedied. Payment may be made by cheque, electronic/on-line banking, credit 6.7 6.8
- 11.3 6.9
- are to be femileaide. Payment may be manage applied to the second secon 12. 12.1 (b) 12.2
- 7. 7.1
- 7.2 12.3

beyond the Contractor's control, including but not limited to any (a) failure by the Customer to:

beyond the contractors control, including but not infinited to any failed a selectionmer to: have the site ready for the Works; or notify the Contractor that the site is ready. The Contractor may provide the Works by separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions. Any time specified by the Contractor for delivery of the Works is an estimate only and the Contractor will not be liable for any loss or damage incurred by the Customer as a result of delivery being late. However both parties agree that they shall make every endeavour to enable the Works to be supplied at the time and place as was arranged between both parties. In the event that the Contractor inaction of the Customer, then the Contractor shall be entitled to charge a reasonable fee for re-supplying the Works at later time and date, and/or for storage of the Materials. (c) (d)

If the Contractor retains ownership of the Materials under clause 12

then: where the Contractor is supplying Materials only, all risk for the 13. Materials shall immediately pass to the Customer on delivery and 13.1 the Customer must insure the Materials on or before delivery. Delivery of the Materials shall be deemed to have taken place

Materials shall immediately pass to the Custome' on delivery and 13.1 the Customer must insure the Materials on to before delivery. Delivery of the Materials shall be deemed to have taken place immediately at the time that: (i) the Materials are delivered by the Contractor's (a) nominated carrier to the Customer's nominated delivery address; (b) (ii) at the Customer's nominated delivery address; (b) (ii) at the Customer's nominated delivery address; (b) (iii) (ii

shall provide the Customer with an estimate for the full repair required. Where the Customer has supplied goods for the Contractor to 14.2 complete the Works, the Customer acknowledges and accepts responsibility for the suitability of purpose, quality and any faults inherent in the goods. The Contractor shall not be responsible the Customer. Furthermore, the Customer acknowledges and accepts that the Contractor may refuse to install any goods supplied by the Customer. Furthermore, the Customer acknowledges and accepts that the Contractor may refuse to install any goods are not fit for purpose (including, but not limited to, not meeting required to parts that are replaced by the Contractor's only responsible for parts that are replaced by the Contractor's and does not at any stage accept any liability in respect of previous services and/or goods supplied by any other than furth graft that subsequently fail and found to be the source of the Halline, the Customer agrees to thateriative or contractor of any therefore three arising.

(a) (b)

(c) (d)

indemnity the Contractor against any loss or damage to the Materials, or cused by the Materials, or any part thereof howsoever arising. commencement of any Works the Contractor shall carry a roluine soundness test of the site to ensure there are not any gas leaks in the existing pipework. In the event of such a discovery the Contractor, where necessary, will have the gas supply capped-off until the fault is found and repaired at the Customer's expense. The Customer acknowledges that in instances where the gas supply a turned off at the meter or bottles by the Contractor in order to including. Itemnocouples, blocked pilot tubes, and SIT valves on pilot asymmets. Blocked pilot tubes, and SIT valves on pilot asymmets. Bucked pilot tubes, and SIT valves on pilot asymmets. How the regulation of the pilot tubes and the requirement and any existing plumbing, gasfitting and/or associated services in or upon the worksite that is subject to the Contractor reserves the right to hait all Works (in accordance with the provisions of clause 7.2 above) if in their opinion the worksite is unsafe and/or the current positioning of the plumbing (including, but or limited to, fire flues) is blocked pilot tubes, and will be used and plus the subject to the customer warrants that any existing plumbing can fitting and/or associated services in or upon the worksite in a subject to the customer warrants baits any existing plumbing (including, but or limited to, fire flues) is litting and will be customer and plustoms. Theough due to not meeting the required dearances then the Customer will be informed of this and will be variant and plustoms. Theough the customer of whis in proceed the Contractor will charge a standard fee for the time spent on worksite based on the Contractor's quotation. **Access** 15.3 15.4 16. 16.1

worksite based on the Contractor's quotation. Access The Customer shall ensure that the Contractor has clear and free access to the sile at all times to enable them to undertake the Works. The Contractor shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of the Contractor Quitomer to ensure that access is utable to accept the weight of laden trucks, diggers or other equipment as may be deemed necessary by the Contractor. During the Contractor Commercing the Works the Customer much 16.2

(a)

Sequipment as may be deemed necessary by the Conflictor. Underground Locations Prior to the Contractor commencing the Works the Customer must advase the Contractor of the proces location of all underground services on the site and clearly mark the same. The underground services on the site and clearly mark the same. The underground services the Customer must identify include, but are not limited to, electrical services, gas services, sever services, pumping services, sever connections, sever sludge amins, water mains, ingation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on site. Whilst the Contractor will take all care to avoid damage to any underground services the Customer agrees to indemnify the Contractor in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 10. The Customer and the Contractor shall comply with the provisions of all statutes, regulations and bylaws of government, local and ther public authorities that may be onglicable to the Works, including any health and safety at work laws relating to building construction sites and any other relevant safety standards or legislation. (b)

16.3

building/construction sites and any outral reterant outry guilt religibilition. The Contractor has not and will not at any time assume any 17, obligation as the Customer signature of the set of the set of the engagement. The parties agree that for the purposes of the HSW Act, the Contractor shall not be the person who controls the place of 18, work in terms of the HSW Act. The Customer shall obtain (at the expense of the Customer) all licenses and approvals that may be required for the Works. The

The classifier state obtain (at the expense of the Classifier) and these and approvals that may be required for the Works. The Contractor and the Customer agree that the Customer's obligations to the Contractor of the provision the Works shall not cease (and ownership of the Materials shall not pass) until: the Customer has paid the Contractor all amounts owing to the Contractor, and the Customer has met all other obligations due by the Customer to the Contractor in respect of all contracts between the Contractor and the Customer.

18.2

and the Customer. Receipt by the Contractor of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the Contractor's ownership or rights in respect of the Works, and this contract, shall continue. It is further agreed that, until ownership of the Materials passes to the Customer in accordance with clause 12.1: 18.3

Please note that a larger print version of these terms and conditions is available from the Contractor on request.

Customer is only a bailee of the Materials and unless the 19. erials have become fixtures must return the Materials to the 19.1

19.2

Default and Consequences of Default Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the contractor's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment. If the Customer owes the Contractor in money the Customer shall indemnify the Contractor in recovering the debt disbursements incurred by the Contractor in recovering the debt on a solutior and own client basis, the Contractor's collection agency costs, and bank dishonur fees).

on a solicitor and own client basis, the Contractor's collection agency costs, and bank dishonour fees). Further to any other rights or remedies the Contractor may have under this contract, if a Customer has made payment to the Contractor, and the transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by the Contractor under this customer shall be liable for the amount of the reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this contract.

immediately payle if: our not use for paylment, become any money payable to the Contractor becomes overdue, or in the Contractor's optimion the Customer will be unable to make a the Customer has exceeded any applicable credit limit provided by the Contractor. Customer becomes insolvent or bankrupt, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors, or a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

person is appointed in respect of the Customer or any asset of the Customer. **Cancellation** Without prejudice to any other remedies the Contractor may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions the Contractor may suspend or terminate the provision of Works to the Customer. The Contractor will not be liable to the Customer for any loss or damage the Customer suffers because the Contractor has the Contractor may contract to which these terms and conditions apply or cancel provision of Works at any time before the Works have commenced. by giving written notice to the Customer. On giving such notice the Contractor shall repay to the Customer any sums paid in respect of for any loss or damage whatsoever arising from such cancellation. In the event that the Customer cancels this contract, or the provision of Works, the Customer shall be liable for any and alloss incurred (whether, direct ondirect) by the Contractor as a direct result of the contractor the the Contractor and and the customer and the customer shall be liable for any and alloss incurred (whether, direct or indirect) by the Contractor as a direct result of the contractor shall rect and the Contractor as a direct result of the contractor shall be customer as a direct result of the customer and the customer shall be liable for any and all loss incurred to the the customer shall be liable for any and all loss incurred to the the customer shall be liable for any and all loss incurred to the the customer shall be liable for any and all loss incurred to the the customer shall be liable for any and all loss incurred to the the customer shall be liable for any and all loss incurred to the the customer shall be liable for any and all loss incurred to the the customer shall be liable for any and all loss incurred to the the customer shall be liable for any and all loss incurred to the the customer shall be liable for any and all loss incurred

vi rvnns, ure ussumer snän de läbet for äny and all löss incured (whether direct or indirect) by the Contractor as a direct result of the cancellation (including, but not limited to any loss of profits). Cancellation of orders for Materials made to the Customer's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been

praced. Privacy Act 1993 The Customer authorises the Contractor or the Contractor's agent

The costollier aduntises the Contractor of the Contractor s agent, access, collect, retain and use any information about the Customer; (i) (including any overdue fires balance information held by the Ministry of Justice) for the purpose of assessing the Customer's creditiverthiness; or (ii) for the purpose of marketing products and services to the Customer; disclose information about the Customer, whether collected by the Contractor from the Customer directly or obtained by the Contractor from any other source, to any other credit provider or any credit reporting agercy for the purposes of providing or obtaining a credit reference, debi collection or notifying a default by the Customer. Where the Customer is an individual the authorities under clause 21,1 are authorities or consents for the purposes of the Privacy Act 1993.

Where the Customer is an individual the authorities under clause 21.1 are authorities or consents for the purposes of the Privacy Act 1993. The Customer shall have the right to request the Contractor for a copy of the information about the Customer related by the Contractor and the right to equest the Contractor to correct any incorrect information about the Customer held by the Contractor. The Customer shall bave the right to suspend work within five (5) working days of writem notice of its intent to do so if a payment claim is served on the Customer, and: (1) the payment is not paid in full by the due date for payment and no payment schedule has been given by the Customer or (6) a schedule amount stated in a payment schedule issued by the Customer in relation to the payment claim is not paid in full by the Customer must pay an amount to the Contractor by a particular date; and (1) is not in buspend the curying out of construction work under the Construction suppends work, it: (1) is not in buspend the Customer and (1) is not in breach of contract, and (1) is not in breach of contract a

(iii) S emilie to an extension or une to complete an owney, and (iv) keeps its rights under the contract including the right to terminate the contract, and may at any time lift the suspension, even if the amount has not been paid or an adjudicator's if the Contractor exercises the right to suspend work, the exercise of the total contractor exercises the right to suspend work, the exercise of the total contractor exercises the right to suspend work, the exercise of the total contractor exercises the right to suspend work, the exercise of the total contractor exercises the right to suspend work, the exercise of the total does not exercise to the right to suspend work, the exercise of the total does not exercise of the total does not exercise the right to suspend work, the exercise of the total does not exercise the right to suspend work, the exercise of the total does not exercise the right to suspend work, the exercise of the total does not exercise the right to suspend work, the exercise of the total does not exercise the right to suspend work, the exercise of the total does not exercise the right to suspend work, the exercise of the total does not exercise the right to suspend work, the exercise of the total does not exercise the right to suspend work the exercise of the total does not exercise the right to suspend work the exercise of the total does not exercise the right to suspend work the exercise of the total does not exercise the right to suspend work the exercise of the total does not exercise the right to suspend work the exercise the right to suspend work the exercise of the total does not exercise the right to suspend work the exercise to total does not exercise the right to suspend work the exercise the right to suspend work the exercise of the exercise the right to suspend work the exercise the right to suspend work the exercise the right to suspend work the exercise the exercise the right to suspend work the exercise the exercise the right to suspend work the exercise the exercise the exercise

if the Contractor exercises ure right to support and the initial that right does not: (i) affect any rights that would otherwise have been available to the Contractor under the Contractor and the Mark Section 2010 (ii) enable the Customer to exercise any rights that may otherwise have been available to the Customer under that Act as a direct consequence of the Contractor suspending work under this customer under that Act as a direct consequence of the Contractor suspending work under this customer under that Act as a direct consequence of the Contractor suspending work under this customer under that Act as a direct consequence of the Contractor suspending work under this act as a direct consequence of the Contractor suspending work under this act as a direct consequence of the Contractor suspending work under this act as a direct consequence of the Contractor suspending work under this act as a direct consequence of the Contractor suspending work under this act as a direct consequence of the Contractor suspending work under this act as a direct consequence of the Contractor suspending work under this act as a direct consequence of the Contractor suspending work under this act as a direct consequence of the Contractor suspending work under this act as a direct consequence of the Contractor suspending work under this act as a direct consequence of the Contractor suspending work under this act as a direct consequence of the Contractor suspending work under this act as a direct consequence of the Contractor suspending work under this act as a direct consequence of the Contractor suspending work under this act as a direct consequence of the Contractor suspending work under this act as a direct consequence of the Contractor suspending work under this act as a direct consequence of the Contractor suspending work under the contractor

consent. The Customer cannot licence or assign without the written approval

The Customer cannot ilence or assign without the written approval of the Contractor may elect to subcontract out any part of the Works but shall not be relieved from any liability or obligation under this contract by so doing. Furthermore, the Customer agrees and understands that they have no authority to give any instruction to any of the Contractor's sub-contractors without the authority of the Contractor.

any of the Contractor's sub-contractors' without the authority of the Contractor. The Customer agrees that the Contractor may amend these terms and conditions at any time. If the Contractor makes a change to these terms and conditions, then that change will take effect from the date on which the Contractor notifies the Customer of such change. The Customer will be taken to have accepted such change. The Customer will be taken to have accepted such change in the Customer away at unther request for the Contractor to provide any Works to the Customer.

to provide any Works to the Customer. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party. Both parties warrant that they have the power to enter into this contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this contract creates binding and valid legal obligations on them.

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Materials have become txtures must return the Materials to the Contractor on request. the Customer holds the benefit of the Customer's insurance of the Materials on trust of the Contractor and must pay to the Contractor the proceeds of any insurance in the event of the Materials being lost, damaged or destroyed. The production of these terms and contractor by rights to enzyme the law terms and contractor by rights to enzyme the law terms and contractor by rights to enzyme the sum consider definition the insurer without the need for any person dealing with the Contractor to make further enguines.

19.3

to make further enquiries. In unless the Materials have become fixtures the Customer irrevocably authorises the Contractor to enter any premises where the Contractor believes the Materials are kept and recover possession of the Materials. The Customer shall not charge or grant an encumbrance over the Materials while here remain the property of the Contractor. Proceeding of the premise of the property of the Contractor. In the customer shall not otherwise give away any interest in the Materials while here remain the property of the Contractor. Proce notwithstanding that ownership of the Materials has not passed to the Customer. 10 /

the Customer. Personal Property Securities Act 1999 ("PPSA")

the Customer and the end of the Contractor and the Contractor and the Customer activity of the Customer activity provided, or that will be provided in the Customer activity provided, or that will be provided in the Castomer activity interest is taken in: all the Customer's present and after acquired property being (b) charge including anything in respect of which the Customer to activity (c) interest in for the purposes of the Contractor and the acquired property being (b) charge, including anything in respect of which the Customer to the Customer to the Contractor to grant a security (c) interest in for the purposes of securing repayment of all monetary obligations of the Customer to the Contractor Works – that have previously been provided and that will be provided in the future by (d) interest in the Customer to the Contractor Works – that have previously been provided and that will be provided in the future by (d) interest in the Contractor to the Customer to add up-to-date in 20.1 respects) which the Contractor may reasonably require to register affrancing statement or financing s

114(1)(8), 133 and 134 unter 1 on one oppy of the conditions. The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA. Unsomer waives its right to receiving by the concerve to 20.3 accordance with section 148 of the PPSA. The Customer shall unconditionally ratify any actions taken by the contractor under clauses 13.1 to 13.5. Security and Charge in consideration of the Contractor agreeing to provide the Works, the Customer charges all of its rights, title and interest (whether joint or several) in any land, really or other assets capable of being 21.

or several) in any land, really or other assets capable of being 21. charged, owned by the Customer either now or in the future, to 21.1 secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the agyment of any money).

payment of any money). The Customer indemnifies the Contractor from and against all the Contractor's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Contractor's

The Customer Intermines the Collidation full and galaxist at the collidor and own client basis incurred in exercising the Contractor's rights under this clause.
Contractor has the Customer's true and lawful attorney's to perform all necessary acts to give effect to the provisions of this clause.
21.2 The Customer's shall inspect the Works on completion and shall within seven (7) days of such time (being of the essence) notify the Contractor and each director (and the customer's behalf.
21.2 The Customer's shall inspect the Works on completion and shall within a resonable time following such notification if the Customer shall and the customer's behalf.
21.3 afford the Contractor an exportunity to inspectiverive the Works within a reasonable time following such notification if the Customer shall as a detective the Works.
21.4 be rise from any defect or damage. For defective Works, which the (a Gorthactor or as agreed in writing that the Contractor's liability is limited to either (at the contractor's discretion) record reas complex with the provisions of clause 15.1; and the Contractor has agreed in writing to accept the return of the contractor will not be liable for Materials which have not been stored or used in a proper manner; and the Materials are returned at the Customer's cost within seven (7) days of the delivery date; and the Materials are returned on the contractor in the contractor in th

material in the network of the second second

Filid of installed Materials, non-stockits tems or Materials ordered or made to the Customer's specifications are under no oricumstances acceptable for credit or return. **Warrantis** Subject to the conditions of warranty set out in clause 16.2 the Contractor warrants that if any defect in any workmanship of the Contractor warrants that if any defect in any workmanship of the Contractor warrants that if any defect in any workmanship of the Contractor warrants that if any defect in any workmanship of the Contractor warrants that if any defect in any workmanship of the Contractor warrants that if any defect in any workmanship of the Contractor warrants that if any defect in any workmanship of the Contractor warrants that if any defect in any workmanship of the continued use of any defect or damage which may be caused or partly caused by or arise through: (i) failure on the part of the Customer to follow any instructions or guidelines provided by the Contractor, or in y use of any Materials of therware that for any application specified or would have become apparent to a reasonably (v) the continued use of any Materials after any defect becomes apparent to would have become apparent to a reasonably (v) the warrant yshall cases and the Contractor shall thereafter in no croumstances be liable under the terms of the warranty if the Customer's claim. For Materials on the manufacturer of the Materials. Contractor's consent. In respect of all claims the Contractor shall not be liable to compensate the Customer for any delay in either replacing or the warranty shall cases and the Contractor shall the parent in no croumstances be liable under the terms of the warranty shall for Materials the Contractor by the Contractor for the Materials. The Contractor hall not be found by nor be responsible for any term, contingent representation or warranty other than that which is given by the manufacturer of the Materials. Consumer Guarantees Act 1993 of the Customer is actowed by the Contractor has a trade or business, the Contractor

documents be used without the express written approva to twe contractor. The Customer warrants that all designs, specifications or instructions given to the Contractor will not cuse the Contractor to infinge any patent, registered design or trademark in the execution of the obstructure of the and the Contractor approximation of the obstructure of the and the Contractor approximation of Contractor in respect of any such infingement. The Customer agrees that the Contractor may (at no cost) use for the purposes of marketing or entry into any competition, any 23.10 documents, designs, drawings, plans or products which the Contractor has created for the Customer.