

Conditions applicable to this quotation and acceptance

Notwithstanding anything to the contrary which may appear in the specifications the acceptance of our quotation will include the following conditions:-

1. **Increased costs:** Our quotation is based on rates of exchange, freight, duty, wages, cost of materials, transport or other incidental expenses, ruling at the date of quotation, unless otherwise specified. Any alterations due to any variation in any of those items shall be for your account and the contract price includes goods and materials manufactured by us, we endeavour to obtain fixed prices from our suppliers for such goods and materials, but any increase or decrease in such prices whether before or after the work is put in hand, is likewise to be for your account.
2. **Acceptance:** This quotation is open for acceptance until the date and time stated, and if no time and date is stated, then quotation will be valid for one (1) month from the date on quotation, but subject in every case to our right to withdraw at any time before acceptance.
3. **Payment:** Unless otherwise agreed between the contracting parties, on acceptance of this quotation a deposit of 25% of the tender price is payable with the balance payable on satisfactory completion of the contract. Accounts are to be paid by the 20th of the month following the date of the invoice or on such other terms as the tenderer may stipulate. Unpaid accounts may be subject to interest charges at the rate of 2% per month. Collection expenses shall be to your account.
4. **Ownership of Goods and materials supplied**
 - 4.1 The risk of any goods and materials ("the goods") to be supplied as part of the contract shall pass upon delivery to the site, but ownership of the goods shall not pass to you until you have paid all moneys owing under this contract.
 - 4.2 If: a) any money is overdue (in whole or part) to us; and/or b) you are in breach of any of your obligations to us and/or c/ we have reason to believe you have or will commit an act of bankruptcy or (being a company) have had a receiver or liquidator appointed or about to be appointed.

We may recover and resell any or all the goods and we or our agent or employees may enter onto your premises for that purpose.
- 4.3 If the goods are installed in such a way that the original goods supplied by us may be detached then upon payment being overdue in whole or in part we or our servants or agents may (without prejudice to any of our rights) proceed to enter upon your premises or any other premises upon which the goods are situated to detach and remove such goods.
- 4.4 In all cases, if any of the goods supplied by us to you are used by you to make a new of ownership in the whole of that product shall be and remain with us until such time as payment in full for the goods is made.
- 4.5 Until we are paid in full for all of the goods and work supplied under the contract your relationship to us shall be fiduciary in respect of the goods or any new product in which they are incorporated and if the goods or the new product are sold we shall have the right to trace the proceeds.
5. **Installation:** You are to give us access to the site and provide proper facilities for carrying out the work within a reasonable time after acceptance of our quotation. Written notice is to be given to us when the premises are ready for us to begin installation. We expect to complete within the time stated in our quotation, such time to be computed from the date on which you notify us that the premises are ready for us to begin installation, but we are not to be liable for any loss or damage, nor to cancellation of the contract for failure to complete within such time, or any given time. If access to the site and proper facilities for installation are not provided within a reasonable time after acceptance of our quotation, we are to have the option of rescinding the contract without prejudice to other remedies. Any loss or expense caused to us through your failure, or delay to provide access or other facilities, shall be borne by you.
6. **Damage by fire, etc;** After any portion of the goods or materials included in our quotation has been brought by us to the place where they are to be erected or installed, or brought to the place or where delivery is to be made, the goods or materials shall be at your risk and notwithstanding anything these conditions or quotation states as terms or payment, all losses arising from destruction or theft or damage to such plant, goods or materials from whatever cause including weather, fire, water, earthquake and accident and whether they are wholly or partly installed or are lying on site, shall be borne by you.
7. **Strikes, Etc:** We are not liable for any delay in completion of the contract or product defect due to strikes, disputes with workmen, accidents, war, civil commotion, epidemics, fire, floods, stress of weather, delays in transportation, shortage of labour, acts, demands or requirements of any government or similar authority, failure of manufacturers to deliver or to any other cause beyond our reasonable control, even if such cause existed at the date of our quotation.
8. **Guarantee:** Any performance guarantee provided by the tenderer shall not extend to goods and materials supplied by you.
9. **Disputes:** If any disputes shall arise about the meaning of these conditions or any accompanying documents or about anything done or omitted under this contract or any claim arising under it such dispute shall be referred to a Mediator appointed by Plumb Solar for settlement or shall be referred to the Disputes Tribunal for settlement.
10. **Health & safety:** In compliance with the health and safety regulations, we request that each if our employees/ sub-contractors is made aware of the health and safety requirements of your company/site premises prior to commencing work on your behalf. All our employees/ sub-contractors operate under our own Health and safety policy.
11. **Excavations:** Unless otherwise agreed in writing by both parties, quotations for excavation work excludes costs for rock excavation, removal of excess soil, damage to underground services, reinstatement of paths, lawns, plants, gardens etc; but include backfilling excavation with excavated material only.
12. **Permit fees:** Unless otherwise stated there is no allowance for permit/ consent fees and inspection fees.

13. **Fixtures & fittings:** Unless otherwise stated plumbing quotations normally include pipes, pipe fittings and labour but exclude fixtures and fittings including but not limited to taps, valves, sanitary fixtures, plugs & wastes, hot water cylinders, associated valves and seismic restraints, fixtures and fittings may be quoted separately.
14. **Quotations for roof repairs:** Only roof work specified and completed is guaranteed against further leaks

By accepting the quote you are also accepting the terms and conditions