

TERMS AND CONDITIONS

- 1) Delivery of materials is free of charge to a stipulated site, on receipt of instructions from the Contractor, to be stored by him in a dry and secure place. The Contractor shall protect materials from damage and theft while in his charge.
- 2) Every effort will be made to fulfil commencement and completion dates as punctually as possible after receipt of due notice, but any failure in this respect for reasons beyond the Company's control, shall not give rise to any claim against ERHS Limited.
- 3) The Contractor shall take all necessary steps to protect finished work from the traffic of subsequent building operations and to ensure that there shall be no disturbance of the finished work. The Electrical Contractor shall be instructed to carry out the specified tests and return the detailed results to ERHS Limited.
- 4) The Contractor for the soffits, ceilings and floors shall be instructed to comply with the reasonable requirements of ERHS Limited in fixing of the ceiling and laying of the floors, and the Contractor will be responsible for any damage to the heating elements arising from any failure to comply with such requirements. ERHS Limited will not be responsible for any interference by him or his employees or other sub-contractors with such heating elements during the course of their installation.
- 5) Adequate scaffolding in accordance with the Factory Act, and to the satisfaction of ERHS Limited, shall be supplied, erected and dismantled and attendance given during the length of the Contract without charge to ERHS Limited. This scaffolding is to be in position at the time of commencement of work, and to be removed by the Contractor together with all rubbish after completion.
- 6) All changes in the schedule of supplies and erection, and all replacements, or repair to damaged materials and additional supervision on site by ERHS Limited arising from these shall be charged as an extra at standard rates.
- 7) No variation or alteration of this tender shall be binding unless the same be in writing, signed by some person duly authorised by the Contractor and accepted by ERHS Limited. After due acceptance this Contract will be deemed to be of full effect notwithstanding any order from local or other competent Government Authority under which it becomes necessary to alter or discontinue the installation of the heating installation, unless this is for reasons to be ascribed to the heating system itself.
- 8) ERHS Limited accepts no responsibility for direct or indirect damage or loss to any person, animal, property, plant, equipment, building or machinery arising from the materials after delivery, its handling or installation, or from any act from its servants or agents in the due performance of their work.
- 9) Any illustrated material, drawing or other brochure or printed literature supplied by ERHS Limited is for information only and shall not form part of this tender, except to the extent specifically mentioned or incorporated herein. All advice, instructions or information given to the Contractor, his Agents or any other person by ERHS Limited, or its employees is given as information only and shall not give rise to any claim of whatsoever kind against ERHS Limited
- 10) During the currency of this contract, payment shall become due to ERHS Limited for goods delivered upon delivery of such goods, pursuant to Clause 1 hereof, and for services rendered upon the completion of such services. Payment shall be made in full. Materials delivered to the site shall remain the property of ERHS Limited until such payment is made.
- 11) If for any reason the Contractor should fail to carry out any of his obligations herewith stated then ERHS Limited, may give to the Contractor seven days notice in writing terminating this Contract, whereupon ERHS Limited shall be entitled to be paid the Contract Price of goods delivered, and of work carried out down to the date of such determination (with due allowance for any sums already paid) including the Contract Price of work begun and executed but not completed at such determination.
- 12) This tender to contract is conditional upon any trade or credit reference supplied by the Contractor proving satisfactory to ERHS Limited. Should such reference not prove satisfactory to ERHS Limited, ERHS Limited reserves the right not to proceed with the Contract unless a written agreement is produced to ERHS Limited between the Contractor and his Employer in which they undertake that should there be any sum of money payable by the Employer to the Contractor in respect of sub-contract work done by ERHS Limited both Employer and Contractor respectively shall hold such sums as Trustees for ERHS Limited until due payment is made to ERHS Limited.