



GLULAM SOLUTIONS

GLULAM SOLUTIONS LIMITED (GSL)

STANDARD CONDITIONS OF TENDER AND TRADING ("Terms")

1. Section A – Specification & Installation
2. Dimensions for the quotation are taken from the current architectural drawings as referenced to in the quotation notes and dimensions noted.
3. Where dimensions have been omitted, assumptions have been made. These will require be verifying and agreeing by the client's representative before preparing "final fabrication" drawings
4. Colourless coating will be applied on request to protect Glulam during delivery & the erect process
5. Glulam should be temporarily protected from exposure to the external weather elements if this is expected to be greater than 5 days.
6. Site protection, preparatory works and site decoration of the Glulam product on site is the responsibility of the appointed Main Contractor.
7. If on site decoration is to be applied by others, please advise specification when placing order.
8. Glulam can be pre-coated if requested with two factory applied coats in a variety of colours that are readily available if selected at placement of order. The final preparation & application coats require to be applied on site by others.
9. No allowance is made for application of surface spread of flame coatings unless specifically mentioned in GSL quotation
10. All Glulam is structurally designed to accommodate 30 minutes fire resistance for and exposed Glulam surface unless specifically noted in the quotation otherwise
11. Final fabrication drawings require to be approved 6 weeks prior to site delivery.
12. Your order will be subject to written acceptance of our quotation and your signed approval of any drawings or sketches that have been supplied to you.
13. Your order is accepted on the understanding that the site will be clear and available before installation can commence and be completed in one visit to the site. Charges for return visits to site will be charged at £40.00 minimum charge (excluding V.A.T.) or £22.50 per man-hour whichever is greater.
14. Day works if required to be carried out in accordance with RICS/NFBTE, where work was not originally quoted, will be charged at percentage addition on Prime Cost of Day works – Labour rates + 140%, Plant 40%, and Materials at 20%.
15. Any additional materials not quoted, will be charged at net cost (+20% uplift) to cover for management time and overheads, net of Main Contractor's Discount.
16. We have not included for plant, safe access, nor handling equipment within our costs unless specifically stated in the quotation.
17. We have assumed that others will place either in a skip provided. GSL will move waste created by their work on site to a central point for loading & removal by others.
18. The offer is on the basis that free use of light; heat, power, water and others provide welfare facilities for our use on the site.
19. The offer is based on normal weekday working hours. If non-standard evening or weekend working is required, this will be charged at a premium rate.
20. Our price assumes that we have continuity of access to the site during our works.
21. The offer is made on the understanding that you have satisfied yourselves that the building in which the structure proposed is capable of accepting the additional loads to be imposed by the products described in the quotation.
22. Foundations to receive Glulam/Steel fittings should be installed by others to line & level within +5 or -5mm of the designed dimensions.
23. Glulam Solutions Limited cannot accept responsibility for subsequent loss or damage, howsoever caused, should there be any structural failure occurring in the building in which unauthorized equipment is installed.
24. Deliveries will be made during normal working hours. GSL will not accept any claim for consequential loss under any circumstances due to late delivery or incomplete installation due to circumstances beyond our control. Delivery stated on materials is reliant on the performance of the suppliers and manufacturers in our supply chain.
25. Deliveries are to be unloaded on site by others unless specifically agreed otherwise on the quotation.
26. Unloading on site is restricted to 2 hours maximum and assumes hard standing access and suitably hard cored put down areas during unloading.
27. Claims for wrongly supplied, missing, or damaged goods supplied by Glulam Solutions Ltd all in accordance with the material schedules supplied, will not be considered unless these are reported in writing by fax, email or by letter within 48 hours of the delivery being made by GSL from date of unloading and presenting to the clients representative on site, or their receiving agents if for further onward shipping by others.
28. Insurance requirements for security, fire, theft, and damage on site will be the responsibility of the main contractor at all times on site unless specifically covered otherwise on the GSL quotation
29. We have not included for any templates or bolt boxes for holding down bolts or any builder work, grouting of bases, weld testing or scaffolding safe access equipment other than plant detailed in the quote.
30. At all times, we assume free and unrestricted access to the footprint of the structure and suitable hard standing is provided by others to all areas of the site for our lorries, loaders, cherry pickers etc for the purposes of unloading, storing and erecting our materials,
31. Our materials will be stacked on timbers to avoid ground contact, as far as possible, any damage to the goods, however we will not accept responsibility for mud splatter on the components due to inadequate, clean hardcore.
32. Prices may be subject to change if there is a major alteration to the cost of materials over which we have no control.



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33. Stage valuations will be submitted where services have been provided prior to the site delivery and prior to erection of the goods to site unless agreed in the quotation otherwise.
34. Payment of total invoice value is due in three stage payments of 15% within 4 working days of order, 35%, 4 working days prior to release from manufacturing plant, and 50% in full within 30 days from handover of works unless specifically agreed in the quotation otherwise and all subject to adequate credit clearance.
35. Ownership of goods does not pass until all monies due to the supplier have been paid.
36. Our offer does not include for a performance bond or any form of collateral warranty agreement and may incur additional costs if requested.
37. PI insurance cover is not included within the GSL quotation unless specifically mentioned otherwise 7 may incur additional costs if requested.
38. Programme for design and delivery for the project will be based upon the order book status at the time of quotation and our ability to obtain adequate supplies of material and labour.
39. Any alterations to drawings after they have been submitted for comments, which are amendments, alterations and/or additions instigated by others, will be subject to a charge of £40 per hour to update, net, plus vat
40. Our offer does not include for attendance at design team meetings. If a representative is required to attend such meetings, a charge of £40 per hour, net plus vat will be applied.
41. All prices are exclusive of V.A.T.
42. We reserve the right to review supplies of materials and labour
43. Variations to on site, GSL installation works must be signed off by authorised GSL personnel prior to carrying out the works.
44. Prices are valid for 30 days from date of quotation unless specifically agreed in writing on the quotation provided.
45. Payment terms are strictly 30 days from date on invoice, subject to satisfactory credit checks. Alternative means of payment will require to be put in place where required.
46. MCD additions do not apply to the above unless specifically stated on the project quotation
47. The holding of retention is excluded unless specifically agreed within the project quotation
48. Section B - General
49. Introduction
50. In these Terms, "we", "us" and "our" refers to Glulam Solutions Limited a company registered in Scotland number SC409983 with its registered office at Norse House, Greenwell Road, East Tullos, Aberdeen, AB12 3AX.
51. "The Customer" refer to the person, firm or company purchasing goods and/or services from us and "Goods" includes any goods, materials and services supplied, delivered or provided by us.
52. Tenders
53. All tenders are made without obligation on our part and we have the right at all times to vary any tender in any way prior to acceptance by the Customer
54. Tenders shall be open for acceptance by the Customer for a period of 30 days unless agreed otherwise in the quote supplied for such period as may be agreed between the Customer and GSL.
55. All prices are exclusive of Value Added Tax unless stated otherwise
56. Variation of Price:
57. Notwithstanding any other provision of the Terms, if, at the time we supply the Customer with any Goods and/or perform work for the Customer, the cost of the Goods and/or materials and/or the cost of labour in relation to such work is higher than that specified in our tender the Customer shall be liable to pay us, in addition to the price specified in the tender, the amount by which such higher costs are greater than the original costs specified in our tender.
58. Notwithstanding any other provision of the Terms, if, at the time we supply the Customer with any Goods and/or perform work for the Customer, the cost of the Goods and/or any materials and/or the cost of labour in relation to such work is lower than that specified in our tender we shall credit the Customer's account with the amount by which such lower costs are less than the original costs specified in our tender.
59. The Customer shall be liable to pay us for any additional Goods or work requested by the Customer in addition to those specified in the tender at the labour and material rates current at the time such Goods are supplied and/or such work performed.
60. The Customer shall be liable to pay us for any additional Goods supplied or work performed by us which is necessary to complete the work tendered and which was necessitated by circumstances unforeseen by us at the tender date and beyond our control and includes additional work necessitated by any fault, error or omission of the Customer.
61. Delivery
62. Any dated specified by us for delivery or provision of Goods are intended to be an estimate and time for delivery or provision shall not be made of the essence by notice. If no dates are so specified, delivery or provision shall be within a reasonable time.
63. Subject to the other provisions of these Terms we shall not be liable for any direct, indirect or consequential costs (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery or provision of any Goods (even if caused by our negligence), nor shall any delay entitle the Customer to terminate or rescind this contract unless such delay exceeds (180) days.
64. We may deliver or provide any Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of this contract.
65. Each instalment shall be a separate contract and no cancellation or termination of any one contract relating to an instalment shall entitle the Customer to repudiate or cancel any other contract or instalment.
66. The Customer will procure that such access to, within and from the place of delivery of provision and such items, supplies and/or utilises as may be required by us our personnel are made available to us and our personnel at all times.



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67. **Non-Delivery & Damage**
68. *The quantity of any consignment of Goods as recorded by us on dispatch from our place of business shall be conclusive evidence of the quantity received by the customer on delivery unless the Customer can provide conclusive evidence proving the contrary.*
69. *We shall not be liable for any non-delivery of Goods (even if caused by our negligence) unless the Customer gives written notice to us and the carrier of the non-delivery within seven days of the date of despatch specified in our apparent from our advice note and if no date is so specified or apparent within seven days from the date on which (such Goods leave our place of business).*
70. *Our liability for non-delivery of any Goods shall be limited to replacing such Goods within a reasonable time or issuing a credit note at the pro rata contract rate against any invoice raised for such Goods.*
71. *We shall not be liable for any damage occurring in transit to any Goods (even if caused by our negligence) unless the Customer giving written notice to us and the carrier of such damage within three days of the date of delivery of such Goods to the Customer.*
72. *Our liability for damage occurring in transit to any Goods shall be limited to replacing such Goods within a reasonable time or issuing a credit note at the pro rata contract rate against any invoice raised for such Goods.*
73. *Any Goods, which pursuant to other conditions, are either replaced or in respect of which a credit note is issued, shall belong to us.*
74. **Property & Risk**
75. *All Goods supplied or work done by us is at the risk of the Customer from the time of delivery of such Goods or execution of such work. Should any Goods supplied or provided or work done by us be damaged or destroyed whilst at the risk of the Customer, the Customer will remain liable to pay us the full price of such Goods and/or work.*
76. *Should any Good supplied or provided or work done be destroyed or damaged the Customer shall be responsible for, in addition to the price of the contract, our charges for Goods or work necessary to remedy such destruction or damage.*
77. *Ownership of any Goods whether fixed or unfixed shall not pass to the Customer until we have received in full (in cash or cleared funds) all sums due to us in respect of (a) the Goods, and (b) all other sums which are or which become due to us from the Customer on any account.*
78. *We shall be entitled to recover payment for the Goods notwithstanding that ownership of any Goods having not passed from us.*
79. *The Customer grants to agents, our employees and us an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, and, until such Goods are paid for by the Customer to recover them.*
80. *On termination of the contract, howsoever caused, our (but not the Customer's) rights contained in this condition 6 shall remain in effect.*
81. **Payment Terms & Interest:**
82. *Subject to condition payment of the price for the Goods is due (in pounds sterling) (on the date of our invoice to the Customer).*
83. *Time for payment shall be of the essence.*
84. *No payment shall be considered received until we have received cleared funds.*
85. *All payments payable to us under this contract shall become due immediately on its termination despite any other provision.*
86. *If the Customer fails to pay us any sum due pursuant to this contract within 14 days from the date such payment is due, the Customer shall be liable to pay interest to us on such sum from the due date for payment at the annual rate of 2.5% above the base lending rate from time to time of Royal Bank of Scotland plc, accruing on a daily basis until payment is made, whether before or after any judgement.*
87. **Warranty:**
88. *We warrant that (subject to the other provisions of these Terms) on delivery and for a period of 6 months from the date of delivery any new Goods (excluding services provided) supplied to the Customer by us shall be free from defects in material and workmanship.*
89. *We shall not be liable for a breach of the warranty in conditions unless:*
90. *The Goods or part of the Goods in question have, at the Customer's expense, been returned to us or to a place we may specify; and*
91. *We have examined the Goods or part of the Goods in question and we are satisfied that it is defective in material or workmanship.*
92. *We shall have no liability for loss of or damage to (whether by our negligence or otherwise) any Goods returned to us or at our direction pursuant to conditions whilst such Goods are in our possession or in the possession of it manufacturer, agent, distributor, dealer or representative or in transit between any of them or between us and them.*
93. *Subject to these conditions, if any of the Goods do not conform to the warranty in these conditions, we shall at our option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata contract rate.*
94. *Any Goods replaced shall belong to us, any repaired or replacement Goods shall be guaranteed on these terms for the un-expired portion of the six-month period.*
95. *We shall not be liable to the Customer for any costs or expenses, which the Customer may incur in returning any of the Goods to us or at our direction pursuant to conditions.*
96. **Commissioning:**
97. *Prior to commissioning, should it be necessary (in our opinion) for us to perform extra work on any Goods installed or delivered by us to the Customer by reason of the interference with such Goods by a person not authorised by us, the Customer shall be liable to pay for such extra work at our rates for labour and material current at the time such extra work is performed.*





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98. Notwithstanding any other Term, any Goods, which we have installed, will only be commissioned when we notify the Customer that such Goods have been commissioned.
99. Notwithstanding anything in these conditions, property in any Goods shall only pass in terms of these conditions.
100. Following commissioning of Goods installed by us or the delivery of Goods which are not to be installed by us, the Customer shall be solely responsible for the operation, maintenance and safety of any Goods installed by us or supplied by us or and work done by us and shall indemnify us and keep us indemnified against all claims whatsoever made by any entity and arising in any way from the Goods installed and/or supplied and/or the work done under this contract.
101. **Limitation of Liability:**
102. All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from this contract.
103. Nothing in these Terms excludes or limits our liability (a) for death and personal injury caused by our negligence, or (b) under section 2(3) Consumer Protection Act 1987; or (c) for any matter which it would be illegal for us to exclude or attempt to exclude our liability; or (d) for fraud or fraudulent misrepresentation.
104. Subject to these conditions, our total liability in contract, delict (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this contract shall be limited to the sum as agreed between us the Customer. If no sum is agreed between the Customer, and us, our liability as aforesaid shall be limited to the price to be paid by the Customer under this contract.
105. Subject to these conditions, we shall not be liable to the Customer for loss of profit or loss of business in each case whether direct, indirect or consequential or any claims for consequential compensation whatsoever (however caused) which arise out of or in connection with this contract.
106. **Force Majeure:**
107. We shall not be liable to the Customer or be deemed to be in breach of this contract by reason of any delay in performing any of our obligations in relation to the Goods if the delay or failure is due to any cause beyond our reasonable control.
108. Without prejudice to the generality of the foregoing unforeseen faults or natural obstructions in the ground on which any work us carried out shall be regarded as causes beyond our reasonable control.
109. **Indemnity**
110. The Customer agrees to indemnify us and keep us indemnified against all claims (whether under statute or common law or otherwise), and any costs associated with such claim, by any person whatsoever arising from any cause whatsoever (other than our negligence or that of our employees) in connection in any way with our performance of the work tendered or the supply of the Goods in accordance with our tender.
111. **Termination:**
112. We shall be entitled to terminate this contract forthwith by notice in writing to the Customer in any of the following events:
113. The Customer fails to make payment of any monies due to us within 14 days of the due date for payment.
114. A breach by the Customer of any of its obligations under this contract (other than the payment of monies) which if capable of being remedied is not remedied by the Customer to our reasonable satisfaction within seven days of the receipt by the Customer of a notice from us;
115. In the case of an individual, the Customer becoming apparently insolvent, offering to make or making any arrangement or composition with his creditors or having a petition lodged in respect of his sequestration.
116. In the case of a limited company, the Customer becoming unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1996, entering into any composition with its creditors, entering into a creditors voluntary arrangement, having a resolution passed or petition presented for its winding up (other than for the purposes of amalgamation or reconstruction) or having a liquidator, receiver or administrator appointed in respect of some of all of its assets or ceasing or threatening to cease to carry on business.
117. No order may be cancelled by the Customer except with our agreement in writing and the Customer shall indemnify us in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by or imposed upon us as a result of such cancellation.
118. **General:**
119. In relation to any Goods supplied or provided by us to the Customer in accordance with this contract we agree to supply or provide the Goods under this contract subject to the Terms which shall govern this contract to the exclusion of any other terms and conditions.
120. Any typographical, clerical or other error or omission in any sales literature, Quotation, price list, acceptance of offer, invoice or other document or information issued by us shall be subject to correction without any liability on our part.
121. Any notice required or permitted to be given by either Party to the other under this contract shall be in writing addressed to that Party at its registered office or principal place of business or such other address as may at the relevant time have been notified by that Party pursuant to this clause to the Party giving the notice.
122. Our employees or agents are not authorised to make any representations concerning either the Goods or any work to be performed unless confirmed by us in writing.
123. No waiver by us of any breach of this contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
124. Each of the provisions of the Terms is severable.
125. If any such provision is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the legality, validity or enforceability in that jurisdiction of the remaining provisions of the Terms or, in any other jurisdiction, of that provision or any other provision of the Terms, shall not in any way be affected or impaired thereby and each of the provisions of the Terms will be valid, legal and enforceable to the fullest extent permitted by law in that jurisdiction.



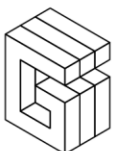
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126. *The Parties will use all reasonable endeavours to negotiate in good faith with a view to replacing such invalid, illegal or unenforceable provision with one or more provisions satisfactory to any relevant competent authority but differing from the replaced provision as little as possible.*
127. *The laws of Scotland shall govern this contract.*
128. *The Customer agrees to submit to the non-exclusive jurisdiction of the Scottish Courts.*



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