

TERMS OF TRADE & PROFESSIONAL FEES

1. CONTRACT

Where the term customer is used, this is (you) the customer (named in the cover letter). When you place an order or email asking Global to proceed with our quotation reference you are the customer of Global Steel Fabrications Ltd.

Where the term "company" is used, read as Global Steel Fabrication Ltd.

2. CONTRACT FEES / QUOTATION

2.1 Fees for the services provided under this contract proposal will be provided in writing (as quotation or emails).

2.2 All fees quoted when contracted will be stated in GBP (£) Sterling PLUS VAT as applicable to the contract.

2.3 A fee maybe required, prior to the start of work or 30% deposit unless agreed by the company.

3. ADDITIONAL EXPENDITURE

3.1 UK General (following only if formally agreed*)

In addition to the above Section 2, the customer will be invoiced and responsible for the following at cost, unless otherwise agreed in writing signed by a Director (as deemed necessary);

a) * Accommodation: Overnight accommodation and associated sundry expenses will be reimbursed by the customer at cost if applicable (refer to 3.2).

b) * Road transport: Travel will be charged to the customer at 0.44 pence p/m. (to be agreed by company and client)

c) * Rail: UK (Directors and or company agents only) - ravel will be charged "First Class" to the customer at cost with copy receipts. (to be agreed by company and client)

3.2 Invoicing

Invoices will raise upon items leaving company works and or as agreed within the contract terms of reference for the work and issued to the customer, for payment. As agreed, details of other costs will be summarised on the invoice (with copies of all receipts as applicable).

Payments and transfers on account – Global Steel Fabrications Ltd, Units 3 & 7 Henbury Farm, Dorchester Road, Sturminster Marshall, Wimborne, Dorset BH213RN.

3.3 BACS

Where the customer pays the "company" by BACS, please provide the appropriate application documents with your contract order number for our completion and return.

3.4 Break Clause

If at anytime the "company" and/or customer wish to terminate the contract, written notice is required from the cancelling party. The "company" will invoice for and expect payment for the work completed and any expenses up to and within the receipt of cancellation.

4 OTHER

4.1 Duration of the works - The programme of work will involve the time as agreed with the customer (refer to quotation) and spread out over a period of time determined and agreed with the customer prior to the start of works. Other than exceptional circumstances the work duration will not exceed the days as summarised within your quotation letter and acceptance of these Terms & Conditions. Any changes will be agreed in writing with the customer. The duration of work will be determined by these Terms & Conditions with reference to the agreed programme of work. The "company" understands that a programme of work will be provided in advance of starting the work. Subject to customer agreement the "company" may undertake consultancy / research / preparation work off site in support of the contract requirements.

4.2 Project start date - The work described in our quotation letter can normally be started within one (1) month notice from receipt of a written request to proceed.

4.3 Scope of Works - The scope of the work will be defined by the customer (in agreement with the company), with due consideration to local planning consent and head contractor arrangements (the company cannot become involved with unauthorised works).

4.3 Conditions of contract

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- a) **Access** - The customer shall at all times allow and / or arrange for reasonable access by the "company" to premises and or site location and supporting technical information directly related to the work detailed in this contract (providing appropriate security clearance if applicable).
- b) Where applicable, the customer shall provide appropriate site office working area(s) with employee facilities in line with modern business / working practice for remote site working and environmental protection, for the duration of the contract. The customer shall provide the necessary health and safety briefing and where agreed equipment, and make the company employees(s) aware of health and safety policy within the customer organisation and/or sites visited. The customer shall provide designated transport-parking area(s) (if agreed)
- c) **Confidentiality**
The "company" may become identified with the customer's intellectual property and/or personal details and/or confidential information. The "company" will at all times safeguard any information gained, to the security level required by the customer. The contract is to be governed in all respects by English Law and the parties are required to submit to the jurisdiction of the English Courts.

4.4

EN 1090 / Construction Products

Regulation – CE Marking for the structural steel, staircases and balustrading will be provided on completion and settlement of all payments to the company. Up until that time, the company cannot issue a declaration of performance for the work. The company policy is to issue the CE Marking on completion of all customer contract obligations. Materials specified, as per the contract specification traceable to the company nominated suppliers. Ownership of all materials and ancillary items are the property of the company until final payment of all fees by the customer (or their agent). The production of detail drawings and plans (documentation) cannot confirm that the local planning authority or other agency will accept

and agree the planning / building application. Therefore, the company cannot be held liable for any costs should the planning application and or documentation be rejected.

4.5

Building – The customer (or their agent) must ensure that all information pertaining to the building regulation(s) are included within the drawings for building. The customer is responsible for ensuring that appropriately qualified builders and other engineering experts are contracted to undertake the verification of material and work requirements / activities required under (UK/EU) building regulations and against the documentation produced. We can provide appropriate technical contract support to the builder as and if requested by the instructing customer (this may incur additional fees).

g) Liability – The company cannot be held responsible for any unforeseen problems associated with building works during construction. Although not exhaustive, non-liability would include problems of; planning application being rejected, highways authority rejection, land-slip, subsidence, finding of asbestos, heave, flood, neighbours and or the public complaining / rejecting, site accidents, materials failure, damage to adjoining property, etc. The customer must ensure appropriate insurance against any and all loss for site works.

On the bottom of quotation's please see note's for reference:

Note: This quotation is provided with reference to our standard terms & conditions of supply with consideration to the EN 1090 series for structural steel work and CPR for CE marking requirements where necessary.