

Conditions of Sale

The Company" referred to in the following conditions means "AMH Office Interiors Ltd." And "The Purchaser" means the person, firm or company contracting with "AMH Office Interiors Ltd."

1. Any contract will be made on the following terms. Insofar as there is any Inconsistency between the terms of these conditions and terms in any form of Contract (whether written or oral) whether sent by the Buyer to the Seller, or communicated by any other means, the terms of these conditions shall prevail.

2. Although any delivery date is quoted in "good faith the Seller gives no undertaking that goods will be delivered on that date and will not be liable for the consequences of any delay and in particular shall not be liable to make good any damage or loss whether arising directly or indirectly out of any such delay. Deliveries may be delayed, suspended or cancelled by the Seller in the event of strike, lock-out, fire, accident or other cause which is in the opinion of the Seller beyond the control of the Seller, or if the Seller in its absolute discretion is unable to sanction credit.

3. In the event of damage in transit, shortage of delivery no claim will be entertained unless the Buyer gives the Seller written notification of such damage within seven days of goods the buyer gives the Seller written notification within five days of the date of consignment.

4. Unless within 7 days of despatch the Seller is notified in writing goods shall be deemed to have been accepted by the Buyer.

5. Risk in the goods shall pass to the Buyer on the same being despatched to the Buyer (or their nominated customer bailee or agent) and the Seller shall have no responsibility for the safety of the goods thereafter. Accordingly the Buyer shall insure the goods in the joint names of the Buyer and the Seller (at the Buyer's sole expense).

6. (1) Notwithstanding delivery, the property in the goods shall remain in the Seller until the Buyer has paid for the same or any other monies due from the Buyer to the Seller in full, and until such time as the price of the goods and all other sums owing to the Seller are duly paid by the Buyer:

(a) the Buyer shall hold the goods (whether by its servants, agents or sub-bailees or otherwise) as Bailee and Agent for the Seller.

(b) Insofar as the Buyer may sell or otherwise dispose of the goods or receive any monies from any third party in respect of the goods, the Buyer shall strictly account to the Seller for the full proceeds thereof (or such monies as the Buyer for the full proceeds thereof or such monies as the Buyer shall receive) as the Seller's bailee or agent and keep a separate account of all such proceeds or monies for such purpose.

(c) the Buyer will take all due care (or ensure that all due care is taken) and will store (or cause to be stored) separately and identifiable as the Seller's property the goods and notify any agent or sub-bailee of the Seller's said ownership.

(d) the Buyer will deliver up or have delivered up to the Seller and/or allow the Seller to repossess the goods upon demand, and after such delivery up or repossession, to resell the same for its own account. For the purposes of such repossession, the Buyer hereby grants an irrevocable right to the Seller through its servants or agents with vehicles or otherwise to enter at any reasonable hour upon all or any of its premises where the goods are kept in respect of which the Buyer is able to grant such a right, and

(e) the Seller's rights hereunder and each of them shall continue notwithstanding the termination of the contract of sale by reason of repudiation, frustration, the events specified in sub-clause 2 or otherwise howsoever.

The Buyer is hereby expressly prohibited from entering into any obligation with any third party which may be inconsistent with or derogate from the Seller's rights in respect of the goods hereunder.

(2) If the Buyer shall make default on or commit a breach of the contract or of any other of its obligations to the Seller or if any distress or execution shall be levied upon the Buyer's property or assets or the Buyer shall make or offer to make any arrangement or composition with creditors, or commit any act of bankruptcy, or if any petition or receiving order in bankruptcy shall be presented or made against the Buyer or if the Buyer is a limited company and any resolution or petition to wind up such company (other than for the purpose of amalgamation or re-construction) shall be passed or presented, or a receiver (or receiver and manager) of such company's undertaking, property or assets or any part thereof shall be appointed, the Seller shall have the right forthwith to determine any contract then subsisting and upon written notice of such determination being posted to the Buyer's last known address any subsisting contract shall be deemed to have been determined without prejudice to any claim or rights the Seller may make or exercise under sub-clause (1) or hereof otherwise.

7. This estimate is made on the assumption that the Buyer have taken all necessary steps to ensure that the work to which this estimate and specification refers is acceptable to the appropriate local Authorities in England, Wales, Scotland or Northern Ireland and complies with their regulations and By-Laws, particularly those relating to escape (s) in case of fire, ventilation, lighting etc.

8. The Buyer will take all necessary steps to comply with the requirements of the relevant Building Council Act, and the Seller is not liable whatsoever in regard thereto.

9. Unless specified to the contrary, no provision has been made in this estimate for value added tax, import duties, fees by District Surveyors or Local Authorities, or for any other charges levied by or under the authority of H.M. Government, and this estimate is subject to payment by the Buyer for any such tax, duties, fees and/or charges.

10. Unless stated otherwise all estimates are based upon the cost of labour, prices of materials and transport current at the date of this estimate, and be subject to any fluctuations between the date hereof and the completion of the work.

11. All work to be the subject of re-measurement upon completion. Measurement to nearest full module up.

12. The carrying out of daywork and of overtime by the Seller and the charging of time lost in waiting for any reason beyond their control will be on the understanding that the Seller is a specialist contractor or sub-contractor and that payment will be made in accordance with the Seller's daywork rates as notified by the Seller to the Buyer from time to time.

13. Estimates are based on assumed continuity of work in a logical sequence on a clear and level site and to an agreed programme during the hours we require the work and our estimate is based upon the assumption that the site working hours will not be restricted in any way.

14. Unless otherwise stated this Estimate does not include for:-

(a) the forming of accommodation for switches etc. In panels and posts; also attendance upon other trades will be carried out on a daywork basis

(b) unloading and placing of materials in dry storage and under protection from weather in the actual areas where the work is to be done. This shall be carried out by the main contractor or the Buyer free of charge to the Seller. The Seller will, however, carry out this work at the Seller's daywork rates if instructed to do so at the time of order.

(c) modifications required for the partitions to conform to projections on walls, ceilings (beams, cornices, etc.) or to accommodate through services (radiators, pipes, cill line heaters etc.).

(d) the removal from site of rubbish and debris and debris resulting from our work. Should this service be required we shall be pleased to provide our additional price upon request.

(e) the provision of electric light and power (not less than 13 amp) is to be supplied to the Seller and it shall be in accordance with the I.E.E. and statutory requirements.

(f) the provision of scaffolding..

(g) the provision of adequate site heating during adverse weather conditions.

15. Whilst care will be taken to avoid damage to flooring and floor coverings, including carpets where applicable, fixtures, fittings, walls, and/or ceilings, the Seller cannot accept any responsibility for damage or markings which may have been caused by the Seller's employees or Agents during the execution of the work unless the Buyer have previously provided adequate protection against such damage.

16. It is a condition of this estimate that buildings to receive a partition and/or ceiling installation must simulate as near as possible the conditions which will prevail after occupation. All external glazing and doors etc. must be installed and all internal finishes (e.g. plastering, screeding, flooring etc.) must be completed and thoroughly dried out before installation of the partitions and/or ceilings is commenced.

17. Payment of any percentage will not be made to Main Contractor unless shown in our quotation.

18. Any liability of the Company whether in Contract or in tort to the Buyer or his servants or Agents in any way arising from any act or omission in any way concerned with the works or materials the subject of any contract resulting from this quotation shall be limited to the amount of the quoted price and the Purchaser will indemnify the Company against any liability to third parties in excess of that amount.

19. Any sound reduction figures stated in our quotation or brochure may not apply to your building unless confirmed by us in writing.

20. If any concealed services are damaged or disrupted on the site where our men are working, the reinstatement of those services and any damage caused by leakage or failure is the responsibility of the Buyer.

21. On commencement of each Contract an invoice for 60% of the contract amount will be issued.

22. We reserve the right to withdraw or cancel any estimate without notice at any time before acceptance.

23. Goods are not tested or sold as fit for any particular purpose and any term warranty or condition express implied or statutory to the contrary is excluded. In no circumstances whatsoever shall the Seller's liability (in contract, tort or otherwise) to the Buyer arising under out of or in connection with this contract or the goods supplied exceed the invoice price of the particular items concerned; and the Seller shall be under no liability for loss or damage or delay howsoever arising caused by circumstances outside his control. If and to the extent that any person by whom the Seller has been supplied with the goods supplied hereunder (hereinafter referred to as "the Supplier") validly excludes restricts or limits his liability to the Seller in respect of the said goods or of any loss or damage arising in connection therewith, the liability of the Seller to the Buyer in respect of the said goods or of any loss or damage arising in connection therewith shall be correspondingly excluded restricted or limited; If the Supplier validly excludes, restricts or limits his liability to the Seller in respect of any liability of the Seller to the Buyer in connection with the said goods, then the liability of the Seller to the Buyer in respect of the said goods shall be excluded restricted or limited to the extent to which the Supplier is liable to the Seller in respect of the Seller's liability to the Buyer, and no further. Any term, warranty or condition express or implied or statutory to the contrary is excluded. The Seller will, upon request supply the Buyer with details of any such exclusion restriction or limitation.

24. Measurements are in accordance with the standard code of current practice.

25. Representations by manufacturers and others concerning goods are not made or adopted by us and any representations by us are made and must be regarded only as expressions of belief honestly held and not as expressions or implying any grounds for such belief.

26. It is hereby agreed that each phrase, sentence, paragraph end clause in this agreement is severable the one from the other notwithstanding the manner in which they may be linked together or grouped grammatically and if any phrase, sentence, paragraph or clause is found to be defective or unenforceable for any reason whatsoever the remaining phrases, sentences, paragraphs or clauses as the case may be, shall be of full force and effect and continue to be of full force and effect.

27. These conditions shall be construed and have effect in all respects with the Laws of England the Buyer Irrevocably submits to jurisdiction of the Courts of England but any Contract may be enforced in any court of competent jurisdiction.