

1. **Acceptance of Quotation:** This quotation will remain open for acceptance for a period of 30 days from the date on the quotation, after which our offer is subject to confirmation, and we reserve the right to amend our quotation.
2. **Specification:** All steel items to BS EN 10025-2 2004 S275JR and any stainless steel items will be grade 304, unless stated otherwise.
3. **Lead Time:** Our lead time is subject to material availability. Delivery date will be advised upon receipt of order.
4. **Working Hours:** All works are based on normal working hours. Monday to Thursday 8:00am to 4:30pm, Friday 8:00am to 3:30pm.
5. **Scaffolding:** Unless specified otherwise, our price excludes the provision of fixed scaffolding.
6. **Main Contractor Discount:** Is not included within this tender/quote, unless otherwise shown.
7. **VAT:** Is not included within the costs outlined in our tender/quote.
8. **Amendment to Quotation:** We reserve the right to review our rates in the event of any variation in the quantities quoted, or the materials requested by the client.
9. **Contractual Terms:** This document shall become part of, and be included within, the terms of contract for the works quoted.
10. **Award of Contract:** On award of contract the Main Contractor shall, where appropriate (i.e. new works), issue contract drawings and all information necessary to undertake the works.
11. **Approval Drawings:** Unless agreed otherwise, approval drawings will be submitted in PDF format only.
12. **Approval of Workshop Drawings and Design Changes:** The Main Contractor shall approve all drawings or design changes within one week of issue, unless otherwise agreed.
13. **Structural Calculations:** The client is responsible for structural calculations required under the BS EN 1090 legislation for any designs submitted to us for manufacture.
14. **CE Marking:** A Declaration of Performance will be supplied with all goods subject to BS EN 1090 legislation. A full documentation pack can be provided on request, and will be subject to an additional charge.
15. **Variation of Contract:** Additional works are only to be undertaken after authorisation by the Main Contractor. Wherever possible, written agreement on costs will be reached prior to the commencement of the works. In the event of cost agreement not being possible at this stage, determination will be made within four weeks of the commencement of the works in question or two weeks from the date of their completion (whichever is the sooner). The mechanism for agreement of costs will be:
 - a. By written agreement of costs by the Main Contractor within the above time scales or by payment of the item within the interim claim.
 - b. Or by request for a meeting to agree costs (by either party) which will be held at any time from the date of the request of additional works, but in any case within two weeks of the expiry of the above time scales.
 - c. In the event of agreement on costs not being possible after discussion, the dispute or difference shall be determined as per the procedure and adjudicator laid down within the contract.
16. **Site Delays:** In the event of the site not being ready for our works on the agreed dates:
 - a. Metaltech uk will require up to two weeks in order to recommence our works, subsequent to the Main Contractor giving notice that the site is ready.
 - b. All delays to our works caused by the Main Contractor will be chargeable at daywork rates, as per the attached schedule.
 - c. Metaltech uk reserves the right to submit an interim claim for any works which have been completed off site.
17. **Time scales generally:** Wherever possible Metaltech uk will endeavour to assist the Main Contractor (notwithstanding the time limits laid down) by attending site, on request, prior to the dates laid down. However, this will be on the basis that these attendances will not affect the overall date for completion originally laid down in the contract and our Standard Terms & Conditions. Thus if we attend site one week prior to that laid down within the terms of contract this will not enable the Main Contractor to bring forward the contractual completion date by one week.
18. **Unforeseen Circumstances:** Metaltech uk will not be held responsible for any additional costs arising due to unforeseen circumstances or circumstances beyond our control.
19. **Insurance:** Goods in Trust with us – unless agreed otherwise, and/or the appropriate insurance premium is paid, we are not responsible for fire, theft or damage to your goods whilst in our workshops.
20. **Liquidated Damages:** Notwithstanding the sums laid down in the main contract or subsequently agreed, the maximum sum payable for liquidated damages shall be 10% of our contract sum.
21. **Interim Certificates:** As much of our work is undertaken off-site in the workshop, interim claims shall be allowable for works undertaken both on and off site. Verification of work completed off-site to be determined by agreement but could include photographic evidence or inspection and assignment of claimed works to the Main Contractor. We can provide vesting certificates if required.
22. **Payment:** Invoices/applications for payment are due for payment 30 days after the date of issue, unless otherwise agreed with our Credit department. We reserve the right to charge interest at 3% per annum above the Bank of England base rate on outstanding balances of more than 31 days. In the event of a payment and or contract dispute, we reserve the right to charge for storage of goods/property from the date the dispute was first advised to the client.
23. **Advance Payment:** A deposit may be required depending on your credit history, credit status, high order value and bespoke nature of the product. The payment will be 50% prior to any works being carried out against the contract, 40% prior to installation and 0% on completion unless otherwise agreed.
24. **Cancellation:** Metaltech uk reserve the right to claim all costs incurred in processing the order up to the date of receipt of written cancellation. In addition, the Client will be responsible for costs incurred in the cancellation of orders to our suppliers, in respect of materials procured to facilitate said order, and for any other costs or expenses incurred up to the date of cancellation.
25. **Amendment to Contract:** If greater than 10% of the quantity awarded for any one item is deleted, Metaltech uk reserve the right to submit revised costs for agreement.
26. **Protection:** We have included for protection of our materials/goods. We cannot be held liable for any damage following its removal, or if removed by others.
27. **Photographs:** We reserve the right to take photographs for our use in-house and in publicity.
28. **Data Protection:** Metaltech uk Ltd comply fully with the requirements of the European General Data Protection Regulation (GDPR). For more information please see our Privacy Notice, located in the Downloads section of our website at www.mt-uk.com.

