

**TERMS & CONDITIONS OF QUOTATION**

- 1 **Definitions**

In these Conditions, unless the context requires otherwise:

  - 1.1 **'Contract'** means the contract made between the Customer and the Supplier
  - 1.2 **'Customer'** means the person who buys or agrees to buy the Goods and/or Services from the Supplier;
  - 1.3 **'Conditions'** means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Supplier;
  - 1.4 **'Deliverables'** means all documents, products, materials and plant developed by the Supplier or its agents, sub-contractors, consultants and employees in relation to the Goods and Services including any deliverable specified in the Contract or Quotation
  - 1.5 **'Delivery Date'** means the date when the Goods are to be delivered, as specified by the Supplier;
  - 1.6 **'Goods'** Customer means the goods (or any part of them) as set out in the Order;
  - 1.7 **'Main Contract'** means the contract entered into by the Customer and its employer.
  - 1.8 **'Order'** means the Customer's order for the supply of Goods and/or Services as set out in the Supplier's quotation;
  - 1.9 **'Price'** means the price for the Goods and/or Services excluding carriage, packing, insurance and VAT;
  - 1.10 **'Quotation'** means the quotation for Goods and Services provided by the Supplier
  - 1.11 **'Services'** means the installation of the Goods;
  - 1.12 **'O&M's'** means Operation and Maintenance manual.
  - 1.13 **'Site'** means the site where the Supplier will provide the Services set out in the Contract;
  - 1.14 **'Supplier'** means **NaturaLight Systems Limited ("NLS")**;
  - 1.15 **'Supplier's Equipment'** means any equipment, including tools, systems, cabling or facilities, provided by the Supplier or its sub-contractors and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties under which the title passes to the Customer;
  - 1.16 **'Variation'** means the alteration or modification of the design, quality or quantity of the work included in the Contract and accompanying specification including the addition, omission or substitution of any work and the alteration of the kind or standard of any of the Goods to be used in the work.
  - 1.17 **'VAT'** means value added tax chargeable under English law for the time being and any similar additional tax
  - 1.18 **'Writing/Written'** includes facsimile transmission, electronic mail and comparable means of communication
  - 1.19 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time. The headings in these Conditions are for convenience only and shall not affect interpretation
- 2 **Conditions applicable**
  - 2.1 These Conditions shall apply to all contracts for the supply of Goods and/or Services by the Supplier to the Customer to the exclusion of all other terms and conditions, including any terms or conditions which the Customer may purport to apply under any purchase order, confirmation of order or similar document and the Main Contract.
  - 2.2 The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
  - 2.3 All orders for Goods and/or Services accepted in writing or verbally or impliedly shall be deemed to be an acceptance by the Customer of the quote for the Goods and/or Services subject to these Conditions.
  - 2.4 Acceptance of delivery of the Goods and/or performance of the Services shall be deemed conclusive evidence of the Customer's acceptance of these Conditions.
  - 2.5 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Supplier.
- 3 **Fixed Price Duration**

These prices are fixed for 14 days from the date of the quotation. Failure to place an order prior to this day may incur additional inflationary costs, which NLS reserves the right to pass on.
- 4 **Documents and Specifications**
  - 4.1 The Customer shall be responsible to the Supplier for ensuring the accuracy of the terms of any documentation (including any applicable specification) submitted by the Customer, and for giving the Supplier any necessary information relating to the Goods and Services within a sufficient time to enable the Supplier to perform the Contract in accordance with its terms.
  - 4.2 The quantity, quality and description of, and any specification for, the Goods and Services shall be those set out in the Contract and accompanying specification (where applicable).
  - 4.3 If the Goods are to be manufactured or any process is to be applied to the Goods or the Services are to be provided by the Supplier in accordance with a specification submitted by the Customer, the Customer shall indemnify the Supplier against all loss, damages, costs and expenses awarded against or incurred by the Supplier in connection with or paid or agreed to be paid by the Supplier in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Supplier's use of the Customer's specification.
  - 4.4 The Supplier reserves the right to make any changes in the specification of the Goods and Services which are required to conform with any applicable statutory or EC requirements or, where the Goods and Services are to be supplied to the Supplier's specification, which do not materially affect their quality or performance or provision
- 5 **Price and terms of payment**
  - 5.1 The Price shall be the Supplier's price ruling at the date of dispatch of the Goods. The Supplier reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the Goods to reflect any increase in the costs to the Customer which is due to any factor beyond the control of the Supplier.
  - 5.2 The Price is exclusive of VAT, which shall be due at the rate ruling on the date of the Supplier's invoice.
  - 5.3 Payment of the Price and VAT shall be paid in accordance with the Payment Schedule issued with the Supplier's tender documentation. In the absence of any Payment Schedule, the Due Date is the date of the invoice and the Final Date for Payment is 30 days from the Due Date. The payment provisions at Part II of the Scheme for Construction (England and Wales) Regulations 1998 (as amended) ("the Scheme") apply irrespective of the contract period.
  - 5.4 Time for payment shall be of the essence. All payments for Goods must be made prior to manufacture of the Goods once sizes and specifications have been established with the Customer and confirmed in writing to the Supplier.
  - 5.5 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment, at a rate of **8%** above *Barclays* Bank plc base rate from time to time in force, and shall accrue at such a rate after as well as before any judgment.
  - 5.6 If the Customer fails to make payment on the due date, or any sum is overdue to the Supplier, the Supplier without limitation of any other right or remedy, may demand payment of all outstanding balances whether due or not and/or cancel all outstanding orders and decline to make further deliveries except upon receipt of cash or satisfactory security. The setting off or withholding of payment by the Customer in respect of any claim shall not be allowed unless expressly agreed by the Supplier in writing.
  - 5.7 Failure to make payment in accordance with clause 4.3 or in accordance with any other terms for payment as agreed in writing by the Supplier may result in a stop being placed on the Customer's account. Where site work is applicable, operatives of the Supplier may be withdrawn from site. No further goods will be delivered to the site and any ongoing projects will be stopped until such time that the account and payments due to the Supplier are brought up to date together with any accrued interest owing. The Supplier reserves the right to add additional costs and charges to any accounts unpaid.
  - 5.8 The Supplier accepts no liability under any circumstances for any costs, fees, charges or any other financial loss or penalties howsoever arising which may be incurred by the Customer in respect of current orders, ongoing or future projects which result from non-payment or late payment by the Customer to the Supplier.
  - 5.9 The Supplier may, without prejudice to any other rights it may have, set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer.
- 6 **Prompt Payment Discount (M.C.D)**

If the quoted price is required to be subject to and M.C.D (Main contractors discount). Then this is only accepted by NLS if payment is made within 30 days from the date of our application or invoice, whichever is the earlier, and is fixed at 2.5 % of the subcontracted sum. NLS only accept discounts subject to the above and not arbitrary main contractors discount requested. Any references to M.C.D will be deemed to relate to prompt payment discounts only. For the avoidance of doubt, the application of an extended payment period outside this 30-day window will negate any discount.
- 7 **The Goods**

The quantity and description of the Goods shall be as set out in the Supplier's quotation.
- 8 **Warranties and liability**
  - 8.1 The Supplier warrants that the Goods supplied will at the time of delivery correspond to the description given by the Supplier. All other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods, whether express or implied by statute or common law or otherwise, are excluded to the fullest extent permitted by law.
  - 8.2 The Supplier shall have no liability in respect of any defect in the Goods arising from any drawing, design or other specification supplied by the Customer.
  - 8.3 The Supplier shall have no liability in respect of any defect arising from but not limited to fair wear and tear, willful damage, negligence, abnormal conditions, misuse, alteration or repair of the Goods without approval by the Supplier or by failure to follow an instruction whether written or oral from the Supplier.
  - 8.4 The Supplier shall have no liability under the above warranty (or any warranty, condition or guarantee) if the total Price for the Goods has not been paid by the Customer by the date due for payment.
  - 8.5 The above warranty does not extend to any parts, material or equipment not manufactured by the Supplier unless otherwise agreed in writing. The Customer shall only be entitled to the benefit of any such warranty or guarantee given to the Supplier by the manufacturer.
  - 8.6 Any claim by the Customer based upon any defect in the quality or condition of the Goods or their failure to correspond with the specification shall be notified to the Supplier within 7 days after discovery of the defect or failure.
  - 8.7 Where the Customer has a valid claim in respect of the Goods for any defect in the quality or condition or failure to correspond with the specification, and the problem is notified to the Supplier as per paragraph 5.6 above and the terms and conditions, the Supplier may replace the Goods or any part in question free of charge or at the Supplier's sole discretion, refund to the Customer the Price of the Goods or a proportion thereof following which the Supplier shall have no further liability to the Customer.
  - 8.8 Any replacement or refund offered by the Supplier under paragraph 8.7 specifically excludes any other claims, costs, losses or damages and will exclude the cost of or the provision of any other services by the Supplier including the costs of any refitting of the goods or any equipment required to do so.
  - 8.9 A copy of the Supplier's brokers' cover note listing the Supplier's standard insurance policies is available on request. Should cover be required in excess of these levels detailed, any associated premium payments will need to be added to the quotation value.
  - 8.10 Nothing in this condition shall limit or exclude any liability for fraud.
  - 8.11 O&M documents will be provided to the customer within 20 working days from the completed installation date, providing payment has been made in full.
- 9 **Guarantees**

Any Guarantee offered by the Supplier will only come into effect after full cleared payment of the invoice has been received by the Supplier and will be subject to the provisions of paragraph 5 and the Supplier's Warranty conditions.
- 10 **Delivery of the Goods**
  - 10.1 Delivery of the Goods shall be made to the Customer's address or such other address as agreed in writing between the Supplier and the Customer on the Delivery Date. The Goods may be delivered in advance of the Delivery Date upon the giving of reasonable notice to the Customer. The Customer shall make all arrangements to take delivery of the Goods whenever they are tendered for delivery. Time for delivery shall not be of the essence unless previously agreed by the Supplier in writing.
  - 10.2 Any dates quoted for delivery of the Goods shall be approximate only and the Supplier shall not be liable for any loss arising from any delay in the delivery of the Goods howsoever caused. The Supplier will use their best endeavors to comply with any Delivery Date however any failure shall not constitute breach of contract or entitle the Customer to treat the Contract as repudiated or to rescind it either in whole or in part or to claim damages for any such failure.

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- 10.3 The Price does not include the costs of or ancillary to off-loading, removal or storage and this is to be arranged by the Customer at their own expense and risk.
- 10.4 It is the Customer's responsibility to provide, if necessary, any labour, craneage, hoistage, lifting machinery or any other equipment required to off-load the Goods delivered by the Supplier and to ensure that the necessary Health and Safety and Risk Assessments are carried out. The Supplier accepts no responsibility for off-loading of the Goods.
- 10.5 If the Customer fails to take delivery of the Goods or fails to provide the Supplier with adequate delivery instructions to enable delivery to be made, the Supplier may store the Goods until such time delivery is made and charge the Customer for the costs of storage including insurance in addition to the Price of the Goods. In such circumstances the Supplier is entitled to render the invoice for the Goods and to expect full payment from the Customer on the due date.
- 11 Acceptance of the Goods**
- 11.1 The Customer shall be deemed to have accepted the Goods after delivery to the Customer.
- 11.2 After acceptance the Customer shall not be entitled to reject Goods which are not in accordance with the contract.
- 12 Title and risk**
- 12.1 Risk in the Goods will pass to the Customer on delivery. The Supplier will not be liable for any loss, damage or destruction of the Goods occurring howsoever arising after they are delivered to the Customer. If the Customer collects the Goods or arranges collection or delivery by any other means than by delivery by the Supplier, the risk shall pass to the Customer as soon as the Goods leave the premises of the Supplier.
- 12.2 Where the Supplier delivers the Goods, the Supplier agrees at their sole discretion to replace or to repair free of charge any Goods damaged in transit. In such circumstances, the time for delivery of the goods shall be extended for such period the Supplier reasonably requires for any such replacement or repair. It is required that:
- 12.2.1 The Customer shall provide to the Supplier written notice of such damage in transit with full details within 3 days of receipt of the Goods.
- 12.2.2 The Customer will if requested by the Supplier, return all damaged goods to the Supplier within 14 days of receipt.
- 12.3 The Customer will indemnify the Supplier against any claims made against the Supplier in respect of any injury to any person or damage to any property arising from any defect in the Goods or anything done or omitted to be done in the delivery thereof to the Customer where such delivery is effected by the Supplier including any such injury or damage caused by the negligence of the Supplier, its employees, servants or agents.
- 12.4 Ownership to the Goods will pass to the Customer on delivery provided only if Supplier has received cleared payment in full for the Goods. Notwithstanding that the risk in the Goods has passed to the Customer, the ownership of the Goods shall remain with the Supplier and the Supplier reserves the right to dispose of the Goods until payment is made in full for all of the Goods supplied by the Supplier.
- 12.5 If payment is overdue in whole or in part, the Supplier, may, without prejudice to any of their rights, recover or resell the Goods or any part thereof and may enter the premises by employees, servants or agents of the Customer for the purpose. Such payment will become due immediately upon the commencement or any act or proceedings in which the solvency of the Customer is involved.
- 12.6 Until ownership of the Goods has passed to the Customer, the Customer will:
- 12.6.1 as far as practicable, keep the Goods separate from other goods at the premises where they are located and so as to be readily identifiable as the Goods of the Supplier;
- 12.6.2 take all reasonable care of the Goods and keep them in reasonable condition;
- 12.6.3 insure the Goods: (i) with a reputable insurer; (ii) from the date of delivery; (iii) against all risks; and (iv) for an amount at least equal to the Price;
- 12.6.4 not remove or alter any mark on or packaging of the Goods;
- 12.6.5 provide the Supplier with such information concerning the Goods as they may reasonably request from time to time.
- 13 Design**
- Unless a variation is agreed with the Supplier in writing all products including rooflights, canopies and structural glazing products are manufactured as the Supplier's own design. It is the Customer's sole responsibility to ensure that the design and specifications are compliant with any relevant building regulations or other regulatory controls applicable to any project. It is the sole responsibility of the Customer to notify and change to individual specifications required prior to the order being accepted in writing by the Supplier.
- 14 Supply of Services**
- 14.1 Unless explicitly agreed otherwise all Orders are for Goods only. Where the Customer wishes the Supplier to perform the Services this must be agreed in writing between the Supplier and the Customer.
- 14.2 Performance dates and quotation for the Services will be based on work done in one continuous visit during weekdays Monday to Friday and if any weekend work or extra visits are required this will incur additional costs.
- 14.3 Unless otherwise agreed in writing by the Supplier, the Supplier will not be liable or responsible for or pay any costs incurred when a Contract and or a Supply and Fix project overruns its expected completion dates.
- 14.4 Where the Supplier has costed for the removal of an existing glazed structure, the price as quoted does not allow for the removal & disposal of asbestos, should asbestos be identified on any project the removal & disposal of such will have to be carried out by others without loss of revenue to the Supplier, any effect to construction programmers due to the identification of asbestos should be notified in writing to the Supplier to allow the rescheduling of the installation as necessary.
- 15 Default by the Supplier**
- If, before practical completion of the works, the Supplier without reasonable cause, wholly or substantially suspends the carrying out of the Services or commits a material breach of contract the Customer may serve a notice in writing specifying the default and requiring the Supplier to remedy the breach within 14 days. If the Supplier fails to remedy the breach, the Customer may by notice in writing terminate the Contract.
- 16 Default by the Customer**
- 16.1 If the Customer shall commit a material breach of the Contract, the Supplier may by notice in writing to the Customer require the breach to be remedied within 7 days. If the Customer fails to remedy the breach as required, the Supplier may by notice in writing terminate the Contract. A material breach shall include but not be exclusive to:
- 16.1.1 Repeatedly breaching any of the terms of the Contract in such a manner as to reasonably justify the opinion that the Customer's conduct is inconsistent with it having the intention of the ability to give effect to the terms of the Contract;
- 16.1.2 The Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a Company) is deemed unable to pay its debts within the meaning of section 123 Insolvency Act 1986;
- 16.1.3 Commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party
- 16.1.4 A petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of, being an individual, bankruptcy proceedings, of the Customer other than for the sole purpose of a scheme of solvent amalgamation with one or more other companies or the solvent reconstruction of the Customer
- 16.1.5 An application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer's assets
- 16.1.6 A floating charge holder over the assets of the Customer has become entitled to appoint or has appointed an administrative receiver
- 16.1.7 A person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer
- 16.1.8 A creditor or encumbrancer of the Customer attaches or takes possession of, or a distress execution sequestration or other such process is levied or enforced or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days
- 16.1.9 Any event occurs or proceedings are taken with respect to the Customer in any jurisdiction to which it is subject but has an effect equivalent or similar to any of the events mentioned in condition 9.1.3 to 9.1.9 (inclusive)
- 16.1.10 The Customer suspends or ceases or threatens to suspend or cease to carry on all or a substantial part of its business
- 16.1.11 There is a change of control of the Customer (as defined in section 574 of the Capital Allowances Act 2001)
- 16.2 On termination of the Contract
- 16.2.1 The Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid sums. Where Goods and Services have been supplied by the Supplier since the last payment date, the Supplier may submit an invoice for the value of the Goods and Services supplied up to the date of termination, which shall be payable immediately on receipt. Where termination has occurred due to a material breach of the Contract by the Customer, the Supplier shall additionally be entitled to claim a loss of profit on the Goods and Services remaining to be performed by the Supplier at the date of termination.
- 16.2.2 The Customer shall immediately return all of the Supplier's equipment, pre-existing Materials and Deliverables. If the Customer fails to do so, then the Supplier may enter the site and take possession of them. Until they have been returned or repossessed the Customer shall be solely responsible for their safe-keeping.
- 16.2.3 The accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination shall not be affected.
- 17 Supplier's Obligations**
- 17.1 The Customer shall use reasonable endeavours to provide the Goods and Services in accordance, in all material respects, with the Contract.
- 17.2 The Supplier shall use reasonable endeavours to meet any performance dates notified to it by the Customer, but such dates shall be estimates only and time shall not be of the essence of delivery of the Goods or performance of the Services.
- 17.3 The Supplier shall use reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirement that applies at the Customer's premises and that have been communicated to it by the Customer.
- 18 Customer's Obligations**
- 18.1 The Customer shall:
- 18.1.1 Co-operate with the Supplier in all matters relating to the Contract;
- 18.1.2 Provide the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge to the Contractor, with access to and from the Site throughout the course of the Services. Access shall include scaffolding, waste disposal facilities, fencing, water, power, welfare and storage facilities;
- 18.1.3 Provide to the Supplier, in a timely manner, such material and other information as the Supplier may require and ensure its accuracy in all material respects;
- 18.1.4 Inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at the Site;
- 18.2 If the performance of the Supplier's obligations under the Contract is prevented, delayed or otherwise affected by any act or omission of the Customer, its agents, subcontractors, consultants or employees and the Supplier incurs any costs, charges or losses as a result, the Customer shall reimburse the Supplier for the costs, charges or losses sustained;
- 18.3 The Customer shall not, without the prior written consent of the Supplier, at any time from the date of the Contract to the expiry of 6 months after the last date of supply of the Services, solicit or entice away from the Supplier or employ (or attempt to employ) any person who is, or has been, engaged as an employee or sub-contractor of the Contractor in the provision of the Goods and/or Services.
- 18.4 The Customer acknowledges that the Supplier has relied and continues to rely on the Customer to make full disclosure of all known, assumed and suspected structures, tanks, utilities, pipe lines, discharges, spillages or any hazardous substances at, under or near the Site and if the Supplier's inspection reveals any such matter which were not disclosed, the Supplier reserves the right to increase the price of the Contract accordingly.
- 18.5 The Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by the Supplier, its employees, agents, consultants or sub-contractors and any other confidential information concerning the Supplier's business or its products which the Customer may obtain.
- 18.6 The Customer may disclose such information:
- 18.6.1 To its employees, officers, representatives, advisers, agents or sub-contractors who need to know such information for the purposes of carrying out the Employer's obligations under the Contract; and
- 18.6.2 as may be required by law, court order or any governmental or regulatory authority.
- 18.7 The Customer shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with these conditions.
- 18.8 The Customer shall not use any such information for any purpose other than to perform its obligations under the Contract.

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- 18.9 All materials, equipment and tools, drawings, specifications and data supplied by the Supplier to the Customer (including pre-existing materials and the Supplier's equipment) shall, at all times, be and remain the exclusive property of the Contractor, but shall be held by the Employer in safe custody at its own risk and maintained and kept in good condition by the Employer until returned to the Contractor, and shall not be disposed of or used other than in accordance with the Contractor's written instruction or authorisation
- 19 Remedies of Customer**
- 19.1 If the Customer rejects any Goods, the Customer shall have no further rights whatever in respect of the supply to the Customer of such Goods or the failure by the Supplier to supply Goods which conform to the contract of sale.
- 19.2 If the Customer accepts or has been deemed to have accepted any Goods, then the Supplier shall have no liability whatever to the Customer in respect of those Goods.
- 19.3 The Supplier shall not be liable to the Customer for late delivery or short delivery of the Goods.
- 20 Limitations of Liability**
- 20.1 Except in respect of death or personal injury caused by the Supplier's negligence, the Supplier shall not be liable to the Customer by reason of any representation unless (otherwise fraudulent), or any implied warranty, condition or other term, or any duty at common law or under the express terms of the contract, or any direct or indirect, special or consequential loss or damage (whether for profit or otherwise), costs, expenses, or other claims for compensation whatsoever (whether caused by the negligence of the Supplier its employees, servants or agents or otherwise) which arise out of or in connection with the supply of goods or their resale by the Customer and the entire liability of the Supplier under or in connection with the contract shall not exceed the price of the goods, except as expressly provided for in these conditions.
- 20.2 It is the sole responsibility of the Customer to satisfy themselves that the Goods are suitable for the particular purpose for which they require them, notwithstanding that the Customer may make known such purposes to the Supplier and the Customer shall not in this respect rely upon the Supplier's skill or judgment or any advice it may give. The Supplier shall not be liable to the Customer for damages in negligence in respect of any such advice or for failure to exercise proper skill and judgment.
- 20.3 Any advice or recommendation given by the Supplier or its employees, servants or agents to the Customer or its employees, servants or agents as to the storage, application or use of the Goods which is not confirmed in writing by the Supplier, if followed or acted upon entirely at the Customer's own risk and the Supplier will not be liable for any such advice or recommendation.
- 21 Credit Rating**
- All quotations are subject to a satisfactory credit approval for the value of the work tendered. Should the Customer's company credit rating be lower than the value of the work quoted for, no work shall be commenced until sufficient monies have been paid to bring the order value within your company trade credit limit.
- 22 Credit Rating (Private Sales)**
- For private Customers, who are unable to offer suitable credit threshold through the Supplier's chosen credit check consultants, the Supplier will require pro-forma payment for the full order value due prior to delivery, and/or installation.
- 23 Force Majeure**
- The Supplier shall not be liable for any failure on its part to perform any part of the contract arising from any cause outside of its control including but without prejudice to the general of the foregoing act of God, explosion, war, strike, lock out or other industrial dispute, fire, flood, shortages of material or breakdown of machinery, or plant and in these circumstances, the Supplier expressly reserves the right to cancel or suspend the whole or part of any delivery.
- 24 General**
- 24.1 If the Contract between the Supplier and Customer is defined as a "Construction Contract" for the purposes of the Housing Grants Construction and Regeneration Act 1996 ("the Construction Act") the terms implied into the Construction Contract by the Construction Act and the Scheme shall, where considered to be applicable, be incorporated into these Conditions, but subject to any amendments to those implied terms made in these Conditions, which amendments where permissible shall take precedence.
- 24.2 Variations shall be valued as agreed between the Customer and the Supplier. In default of agreement, a reasonable sum shall be payable. The value of any variation shall be included in payments claimed by the Customer in accordance with these terms.
- 24.3 As between the Customer and Supplier, all intellectual property rights and all other rights in the Deliverables shall be owned by the Supplier. Subject to payment in full made by the Customer to the Supplier, the Customer licenses all such rights to the Customer free of charge and on a non-exclusive worldwide basis to such extent as is necessary to enable the Customer to make reasonable use of the Good and the Services.
- 24.4 Neither the Supplier or the Customer shall be entitled to assign the Contract.
- 24.5 The Supplier may perform any of its obligations or exercise any of its rights hereunder by itself or through a competent subcontractor selected by the Supplier.
- 24.6 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. Any notice may be served either by hand, first class letter post, facsimile transmission or electronic mail. Notice shall be deemed served if by hand upon delivery, if by first class letter post 48 hours after posting and if by facsimile transmission or electronic mail upon being so transmitted. Any notice served shall be acknowledge in writing by the receiving party within 7 days of receipt.
- 24.7 No waiver by the Supplier of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or another provision.
- 24.8 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
- 24.9 The Contract shall be governed by the laws of England and Wales, and the Customer agrees to submit to the non-exclusive jurisdictions of the English Courts.
- 24.10 These conditions do not confer or purport to confer on any third party any benefit or the right to enforce any term of the Contract between the Customer and the Supplier.
- 24.11 Under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, the Customer may have the right to withdraw, without charge, within fourteen working days of the date on which the Contract comes into effect. However, if the Customer requires the Supplier to begin the performance of the Services during the cancellation period, the Customer shall pay the Supplier an amount which is in proportion to what has been performed until the Customer has communicated to the Supplier the cancellation from the Contract, in comparison with the full coverage of the Contract. The Customer's acceptance of these terms and conditions will amount to such a consent. If the Customer seeks to withdraw instructions, the Customer shall give notice by telephone, email or letter to the Supplier. The Regulations shall require the Supplier to inform you that the work involved is likely to take more than 30 days.
- 25 Dispute Resolution**
- 25.1 Before engaging in formal proceedings the parties shall firstly consider any appropriate form of Alternative Dispute Resolution.
- 25.2 Adjudication is available as a dispute resolution procedure in accordance with Construction Act and Scheme
- 25.3 Notwithstanding the above the Supplier and the Customer both have the right to bring proceedings at Court.

### NATURAL LIGHT SYSTEMS LIMITED ("NLS") TECHNICAL SPECIFICATION

N.B. This technical specification is incorporated into NLS's Terms & Conditions of Supply of Goods and/or Services ("the Ts & Cs") and should be read in conjunction with the same. The Definitions found within the Ts&Cs shall apply to this document.

#### 1) Asbestos

All asbestos management / removal works are to be completed prior to our works commencing on site. Certification that all work areas affected by asbestos have been cleared of the material will be required prior to our installation team attending site to commence works. Should asbestos be found on the project the removal will have to be carried out by others without loss of revenue to NLS and programme adjustments notified in writing to NLS to allow the rescheduling of any installation work included in the Order.

#### 2) Fragility

If a non-fragile requirement exists for the glazing it must be specified at the tender stage with this system, as its later introduction may have cost implications.

#### 3) Material Delivery / Storage

Materials will be produced to suit the agreed programme dates. Unfortunately we are unable to provide storage at our premises. Excessive delays to delivery will result in the materials being stored off site with all associated costs being added to your account.

#### 4) Protection of NLS works.

Protection to NLS's works following the completion of our installation is not included within our current quotation.

#### 5) Protection of adjacent roof works.

Before any installation work begins, protection will be required, to avoid damage, to both adjacent roof areas and roof areas needed for access. This protection will need to be provided by yourselves and not NaturaLight Systems Ltd..

#### 6) Protection of standing seam roof

We strongly recommend that all adjacent metal roofs are protected by others prior to our site attendance, to ensure no damage may occur.

#### 7) Strip out existing

We have not included for the removal of existing structure or glazing which should be carried out prior to our site commencement.

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### 8) Existing Kerb

All new / repair work to the existing kerb(s) will be deemed to be undertaken by others. We have assumed that the Rooflight will sit on a suitably prepared builder's kerb.

### 9) Kerb / Support structures.

NLS's price is based on foregoing trades completing their works timely and to a suitable acceptable trade tolerance. NLS do not accept limiting or fully exonerating pre-commencement inspection clauses that are both unreasonable and contradict the above, and fully expect the main / roofing contractor to take on their responsibility for ensuring that the new kerbs / support structures are installed correctly and to industry accepted tolerances. Should the supporting structure be inadequate, inaccurate or unfit for our Rooflights installation, NLS reserve the right to charge for any abortive time from our sub-contract labour. For the avoidance of doubt the above will supersede any conditions within our direct sub-contract or any back to back conditions amended thereto, and should NLS have commenced work prior to any sub-contract documents being signed and returned, then the above and not the sub-contract conditions will prevail.

### 10) Supporting Structure

If required NLS can provide a set of structural engineers' calculations, giving the horizontal and vertical loadings at the kerb of the Rooflight. Please allow 2 weeks for this facility if required. Your consultant / site engineer should utilize these figures when detailing the kerb design criteria. **For absolute clarity, it is your responsibility to ensure the existing / new kerb is suitable to withstand all dead / live loads that the Rooflight, during its normal function, may impose.**

### 11) Concrete Pads

All our quotations include standard concrete pads; to dig out to 500mm deep, make good and reinstate to ground level using concrete. We have not included any additional works for alteration due to mains underground services that may be found during excavation. Where underground mains services are found it will be the Client/Contractor's responsibility to have the necessary underground services amended, additional works will be charged at day rate costs of £500.00 per day + materials.

### 12) Paint Finish

Where a quotation has been given for polyester powder coated paint finished and no colour specified, it has been assumed that this will be one solid colour tint of standard RAL colour, if more than one or a non-standard RAL colour is required this will incur additional costs

### 13) Concrete / Foundations (External Canopies)

Steelwork support columns are produced along with packing shims to accommodate 20mm maximum variance between finished surface levels of foundations / footings. Please ensure that the finished top surface of all concrete bases falls within a maximum 20mm range. Failure to provide the above finish may dictate additional works and any associated costs including abortive site attendance / prep' work and standing time may be charged to your account.

### 14) Builders Work.

We have not included for any associated building work, i.e. lead flashings etc.

### 15) Builders work / existing lead work.

Nothing has been included in the above quotation for replacing any of the existing lead work. It is our experience that on removing existing glazing the current lead work will split, crack and rip. We would therefore strongly recommend that a qualified lead worker is employed to replace the lead work and to tamp it over our glazing on completion. NLS are not qualified lead workers and all remedials to this item of work must be carried out prior / during our site attendance by a suitably qualified lead worker.

### 16) Cleaning Down (Polycarbonate)

Polycarbonate sheet is delivered to site with a polyfilm protection which must be removed when the panel is installed. Thermoplastic material is prone to static after this protective layer is removed, which may attract dust. We have not included for any further cleaning down after installation works. Any subsequent dirt removal should be carried out in accordance with the relevant polycarbonate cleaning instructions.

### 17) Cleaning Down (Glass)

We have not included for cleaning down the glass once we are complete and have left site. Once all building works are complete, we would strongly recommend that the unit is carefully washed down with clean, warm water, to remove the accumulation of building 'Dust'.

### 18) Cleaning down (self-Cleaning Glass)

Due to self-cleaning glass having an easily damaged 'Soft' coating, we would strongly recommend it only be cleaned during long dry spells after the accumulation of building dust. Normally a simple hosing down with water will suffice. However, in extreme cases a soft cloth and soapy water can be used. **UNDER NO CIRCUMSTANCES SHOULD SPECIALIST CLEANING OR ABRASIVE ACTION BE USED – THIS WILL DAMAGE THE SPECIAL SELF-CLEANING COATING.**

### 19) Control Panels / Wiring

The NLS quotation specifically excludes the control panel to operate the actuators. This is deemed the interface with the electrical sub-contract and part of their separate package of works. In like manner, all wiring from the actuator is also deemed part of the electrical package. The actuator is supplied with a short 1m length of flex that will require terminating at a fused spur or similar.

### 20) Commissioning.

An approved commissioning contractor should be used when a control panel is required with the order. For expedience and cost we would suggest that this work is arranged direct with the commissioning contractor. All wiring must be in place and access to the Rooflight made available for a successful commissioning operation.

### 21) Electrical actuator control / wiring

Should there be a requirement for electrical actuators / openers to our Rooflight product. Please note that NLS have not included within our costs for any electrical wiring to the motors or for any control equipment. **Please note the control of these actuators is generally part of the mechanical and electrical specification, and such is NOT part of NLS's quotation to you.** Should you require further advice or assistance on controlling these motors, please contact our technical department on (01670) 530333 for further information.

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### **22) Alternative Products.**

By inspection of the specification (and the project requirements), we have selected and proposed what are considered to be the most appropriate NLS systems that will deliver the required performance criteria, in general terms. Where we have offered systems as an alternative to our competitors, the system performance will be similar – unless clearly stated. The NLS structural systems we implement are comparable with those provided by our competitors and as such we expect the design characteristics to be similar. However, as our roof glazing system is under constant review we have not instigated formal test procedures for the same, with regard to the aforementioned we can only assume the constraints of the system by analysis of former projects which are currently installed UK wide.

### **23) Site survey**

We have not included for a site survey. We anticipate manufacturing from a set of approved drawings, based upon consultants' details. Please ensure an up to date set of drawings are issued with any order. Should architects / engineers drawings not be available at the time of order, we will, if required, carry out a site survey before manufacture. This will be charged at £250 + VAT and must be added to the contract sum. In such instances an additional week will be required to be added to the programme to accommodate this additional work.

### **24) Design Criteria.**

Our systems are designed in accordance with:

- BS 6399: part 1- design loadings for buildings code of practise for dead and imposed loads.
- BS 6399: Part 2 – design loadings for building code of practice for wind loads.
- BS6399: Part 3 – Design loadings for buildings code of practice for imposed loads (Snow Loads)
- BS8118: Part 1- The structural use of aluminium.

### **25) Thermal Performance.**

Our system is not thermally broken in the traditionally accepted form. Structural fixings penetrate from the outer member of the inner at frequencies determined by the loadings. These fixings normally at nominal 300mm spacing, produce an extremely limited thermal track with low resistance. We believe that the performance (Thermal) of the NLS system surpasses that of a traditionally thermally broken system with a continuous high resistance track.

### **26) Vent area calculation – A.O.V's**

NLS smoke venting Rooflights are always quoted at their nominal size, to avoid complications when the roof aperture is being created. It should be noted that the smoke venting actuating mechanism is mounted inboard of the minimal quoted size, on each of the two adjacent sides and this reduces the overall throat dimension by 200mm. the free vent area should thus be calculated by subtracting 200mm from one of the quoted smoke vent dimensions. Thus a 900mmx900mm unit becomes (for calculation purposes) 900mmx700mm.

### **27) Condensation / Climate Conditions.**

The formation of condensation on any controlled fitting in a roof assembly is dependent on various environmental conditions such as relative humidity, internal and external temperatures and / or natural / mechanical air movement. Condensation will generally form when warm humid air meets a surface with a lower temperature. Condensation will often be worse in the winter months when the external temperatures drop and the internal air humidity and relative temperature substantially increase because of reduced ventilation. If humidity levels cannot be reduced or controlled by either removing the source of moisture or, by ventilation there is a very real risk of condensation forming. The situation is decidedly or pronounced when the following standard products or product combinations are used:

- 
- Single or double glazed units.
- Single skin metal upstand / kerbs.
- Insulated metal upstand.
- GRP upstand.

Because the environmental conditions both internally & externally are outside of the control of NLS, there can be no absolute guarantees on the prevention of the formation of condensation.

### **28) Security clearance checks / passes**

As no information to the contrary has been provided with regards and requirements for security clearance checks of our nominated labour we have made no allowances for any such security checks, applications or vetting. We reserve the right to recover any associated costs should any of the above be required.

### **31) Lead-times**

The lead-time for the Order will be approximately 6-8 weeks from approval of drawings. Please note that the lead-time for the Order will depend upon material availability in the marketplace at the time of order placement. Currently 'Clear toughened / Clear laminated' can be delivered in 6-8 weeks with special high performance coatings such as Suncool being delivered in 12-14 weeks.

### **29) Electrical Components**

The Supplier does not provide for any onsite electrical work unless otherwise agreed in writing. It is the responsibility of the Customer to ensure that all wiring and electrical components are checked and tested by a qualified electrician before installation. All electrical components supplied by the Supplier are factory tested before dispatch and are in good working order. Any damage to these components resulting from incorrect or faulty wiring or misuse of handling will be the sole responsibility of the Customer as will be the cost of any replacement.

### **32) Glass Units**

All glass units are guaranteed under the Terms and Conditions of the glass manufacturer and will be covered for a maximum of 3 years from the date of the invoice against failure. Any breakages upon delivery must be reported within 24 hours. After this period the Supplier accepts no responsibility for replacement.

### **33) Packing Cases**

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Unless otherwise agreed in writing with the Supplier, the Price does not include the costs of cases and other packing materials which shall remain the property of the Supplier and shall be returned in good condition to the Supplier's premises at the Customer's expense and within 2 months of delivery. Should the Customer fail to return the packing materials, the Supplier reserves the right to render an additional invoice to the Customer for the cost of replacement