CONDITIONS OF ESTIMATE

1. INTERPRETATION. The following terms shall bear the meanings set against each as follows: "Company": City Stone UK. "Services": The services described in the Company's written specification of work relating to individual contracts including any authorised amendment or addition thereto. "Customer": The person to whom the Company is supplying the service.
2. The Company concludes contracts for the supply of the Services subject to these conditions and the Customer or any other person seeking to be supplied with the Services accepts that these conditions shall govern relations between himself and the Company to the exclusion of any other terms including conditions, warranties and representations written or oral, express or implied even if contained in any document which purports to provide that rival terms shall prevail. Special terms required by the Customer shall be of no effect unless the same are specifically brought to the Company's notice and express consent in writing is given thereto by the Company's duly authorised representative.
3. (a) Contracts for the Services are concluded by the Customer's acceptance in writing and this acceptance is valid when a letter of acknowledgement is sent by the Company.
   (b) No variation of the specification or variation or cancellation of any Contract for the supply of the Services or of any terms thereof shall be valid unless agreed to in writing and signed by one of the Company's Directors or other duly authorised person.
   (c) The Company's quotation shall be open for acceptance for a period of 12 weeks after which the Company reserves the right of modification or withdrawal notwithstanding any purported acceptance thereafter by the Customer.
4. The cost of the Services set out in the Company's estimate is subject to variation by the Company in the event of increases after the date of the contract in prime costs including wages, costs of materials, employers' National Insurance contributions, foreign currency exchange rates (where appropriate) and other outgoings and overheads whether such increases are by reason of Government legislation or otherwise and the Company shall have the right to adjust its charges appropriately during the period of the Contract and such adjusted charges will apply forthwith.
5. The Company's estimate is based upon the information given to the Company by the Customer at the time of quoting and upon the assumption that regular continuity of work will be provided during normal working hours. Without prejudice to the generality of Clause 4 above, if the final details of construction and the circumstances upon which the Services are to be carried out differ from such information or from any schedule or bill of quantities either provided to or by the Company, the Company reserves the right to amend both quoted prices and any quoted programmes. Extra Services (including work resulting from lack of adequate details at the time of quoting) required to be carried out at the Company's works or at the site shall be paid for, either on a basis to be agreed in writing before the commencement of the work or, if no such agreement is reached, at the day work rates quoted.
6. The Customer shall ensure that its premises are safe for the Company's employees, sub-contractors and agents to carry out the Services and the Customer shall allow the Company's employees, sub-contractors and agents complete and uninterrupted access to the site for the purpose of carrying out the Services.
7. The Company shall not be liable for any loss or damage to the Customer or any other person where such loss or damage is due to the Company's failure to perform or delay in performing the Services on account of circumstances beyond the Company's control inclusive of but not exhaustively comprising any trade or labour dispute strike or lock-out or adverse weather conditions.
8. Safety and Welfare - Our workmen to be allowed full use of the general contractors welfare and canteen facilities and given protection by the general site safety regulations.
9. All claims in respect of or alleging:
   (a) Negligence of the Company its servant's sub-contractors or agent,
   (b) Defects in the Company's plant or machinery.
   (c) Any other alleged default of the Company shall be notified in writing to the Company at its Divisional Office as shown on the face hereof) within 48 hours of the negligence, defect or other alleged default of the Company becoming known to the Customer. The Company shall not be held liable in respect of any negligence defect or default unless the above procedure is adhered to.
10. Without prejudice to the generality of the foregoing:
    (a) The Company shall not be liable for any consequential loss or damage, including but without limitations, delay, loss of production. loss of profits, loss of or damage to property or goods and death or injury to persons, nor shall the Company be liable for any loss or damage capable of being covered by insurance.
    (b) Any liability of the Company for defective material or workmanship shall be limited in all cases to the replacement of the particular materials affected and agreed to be defective during the execution of the work (or 10% of the contract value whichever is the lower) and shall not extend to any delays to programme or consequential loss of any kind.
    (c) The Company does not accept liability for damage to the materials caused by defects in, or structural, thermal, or other movement or shrinkage of the building.
    (d) The Company does not accept liability for the quality or availability or otherwise of such bought out materials as are only available to the Company in worked or finished form.

    The limitations or exclusions of the Company's liability contained in these Conditions shall apply in all cases including cases where the loss or damage in question results from a fundamental breach or repudiation and even where further performance of the Contract is frustrated.
11. Any complaints of the Customer in respect of the quality of the Services performed by the Company its servants or agents or the conduct of the staff employed by the Company to perform the Services shall be made in writing within 24 hours of the matter the substance of the complaint becoming known to the Customer and in the event of the Customer failing to make such complaint in the manner aforesaid the Customer shall be deemed to have waived its rights in respect thereof.
12. The Company shall not be liable for any loss, damage or personal injury attributable to or arising from the breaking or disintegration of defective parts of the Customer's property, fixtures or fittings. In particular we would recommend that all neon lights or signs be removed by others before our work commences.
13. The Customer shall indemnify the Company against all actions, claims or demands by third parties in, or otherwise arising directly or indirectly in connection with the Services or any materials supplied by the Company to the extent that the amount claimed under such actions exceeds the limitation or exclusion of liability aforesaid.
14. The Company reserves the right to make good any damage for which it may be liable under this Agreement in lieu of making payment in respect thereof.
15. The Customer shall provide the necessary labour and tackle for unloading the materials without delay and is to clear and return promptly "carriage paid" any skips or trays on which such materials are delivered. Any damage suffered in unloading or demurrage on the delivery vehicle shall be for the Customer's account.
16. No claim for damages or deficiencies will be entertained unless
    (a) The rules of the Company affecting the delivery are complied with and
    (b) The delivery ticket is marked "damaged" or "deficient" and the Company is notified in writing at the source of supply within 2 days of the date of delivery and is supplied with specific details of the materials and damages.
17. The provisions of these conditions and, in particular, those relating to the limitation or exclusion of the liability of the Company shall apply not only to contracts for the supply of Services and materials, but also to contracts for the supply of materials only, whether such supply is "ex-Works" or otherwise. Without prejudice to the generality of the fore going and in particular of Clauses 7-15 inclusive above, the following provisions shall apply with regard to delivery of goods and materials:
    (a) When delivery is effected on the vehicles of the Company or by an independent carrier arranged by the Company, the Customer shall be bound to accept the delivery of the goods or materials on arrival at the Customer's premises, when the risk in the goods or materials shall pass to the Customer.
    (b) Where delivery is effected on the vehicles of the Customer or is arranged by the Customer, or the goods or materials are collected by the Customer, risk in the same shall pass to the Customer on delivery, to the carrier (whether he be the servant, agent or independent contractor of the Customer) or upon collection by the Customer.
    (c) Without prejudice to the other rights of the Company, should the Customer fail for any reason to accept delivery the Company shall, at the expense and risk of the Customer, be entitled to store the goods or materials and/or to procure or effect such storage elsewhere.
18. **Payment -Terms are strictly on completion of works from the date of invoice the amount falls due. Should work be extended beyond 14 days interim payments will become due every 7-14 days Property of any goods or materials supplied shall not pass to the customer until payment of the total price for the services has been made.A deposit will be require for bespoke material ordered for installation and full payment for bespoke orders for supply only.**
19. In the event of the Customer for any reason whatsoever failing within one calendar month to effect any payment which may be due under this or any other contract with the Company or if the Customer becomes insolvent or enters into a composition with, or for the benefit of, its creditors or, being a body corporate, has a Receiver appointed of its undertaking or assets or any part thereof, or, save for the purposes of reconstruction or amalgamation, goes into liquidation, the Company shall thereupon be entitled, without prejudice to its other rights, forthwith to take reasonable steps to repossess unpaid goods or materials and to determine the contract or any unfulfilled part thereof.
20. Any samples supplied by the Company are supplied as a general indication only of colour, shading, veining and texture. The exact resemblance cannot be guaranteed. Natural variations from sample are unavoidable but goods and materials supplied will be from a particular quarry if specified. Many marbles are unsound in varying degrees and are quoted subject to being stopped and cramped as may be found necessary. Prices for dressed stone or other material are exclusive of carving or other enrichment unless otherwise stated.
21. This estimate, unless specifically mentioned, does not allow for the removal of any form of coating from the surfaces being cleaned, including paint, bituminous and other insoluble materials.
22. Unless otherwise stated our estimate does not allow for the removal and refixing of any signboards, nameplates, plaques, etc. We also cannot accept responsibility for any damage resulting from hidden structural defects in the building.
23. If this estimate or any order received contains an undertaking that the work will be completed by a given date or within a stipulated period due allowance must be made by the Customer for loss of time due to inclement weather, or any factor over which we have no control.
24. If access to works is provided for our use we have assumed that the supply, erection, maintenance and attendance of such scaffolding or plant is without charge to us, and will be at our disposal for as long as is necessary to properly execute the work. Such scaffolding should include, unless specifically mentioned, all protective fans, waterproof sheeting's, guttering's, etc., to comply with the Local Authorities' requirements. It is also assumed that sufficient scaffolding will be provided to allow our work to be executed as one continuous operation, unless it has been specified that the contract will be carried out in more than one stage.
25. Where necessary access for works is provided by us and included in this quotation, every possible care will be taken to prevent any damage, but this quotation is submitted on the express condition that we are not held responsible for any damage (other than wilful damage) caused to roofs and slating, during the erection and dismantling of scaffolding.
26. Unless a Specification and Schedule is provided for us the wording of this quotation and any specification attached must not be used or reproduced without the permission of the Company.
27. We are fully covered by insurance for all Third Party and Employers' Liability Risks.
28. **Our day-rates for additional work (normal time) authorised during or subsequently to the work included for in this estimate will be charges as follows:-**

    Mason £125 per man hour.
    Restorer £100 per man hour.
    Specialist cleaner £90 per man hour.

    These rates are inclusive of all charges, travelling expenses and overheads and profit but exclude meterials, scaffolding, and plant hire which will be charged at cost plus 20%.