

TERMS & CONDITIONS OF QUOTATION:

PLEASE NOTE OUR QUOTATION IS BASED ON THE INCORPORATION OF THE FOLLOWING ITEMS WHICH WILL PREVAIL OVER ANY CONFLICTING DETAILS LISTED WITHIN THE ORIGINAL TENDER ENQUIRY;

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.

2- PRICE DURATION

Prices are Net and are fixed for 30 days from the date of quotation, fully fluctuating thereafter. Additionally, we reserve the right to recover price fluctuations post order relevant to contribution, levy, tax and materials increases.

3- PRICE & SCOPE

All prices are based on delivery and/or installation during normal working days (Monday-Friday, excluding Christmas shutdown and Bank Holidays), and during standard working hours (i.e. excludes evening and overnight working). Any variations to this would attract additional costs, as would any variation to the original contract or change in scope which we reserve the right to recover.

4-INSURANCES.A copy of our Brokers Cover Note listing our standard insurance policies is available upon request.

Should cover be required in excess of the levels detailed, then any associated premium payments will need to be added to the associated quotation value.

5- LIQUIDATED DAMAGES.

Should any Liquidated and Ascertained damages provision be included within your enquiry, please note we are unable to agree to the application of any damages which exceed 20% of our Sub-Contract Order Value. We propose a maximum uninsured liability value of 20% of our subcontract order value is applied. This maximum uninsured liability would be inclusive of any applicable L.A.D's.

6- TERMS AND CONDITIONS.

Should our offer prove to be of interest, we would respectively confirm that all terms and conditions are to be discussed and agreed prior to our acceptance and subsequent commencement of any order.

At this juncture we would highlight that VELUX Commercial Xtralite Limited uninsured liability which includes all and any liquidated or unliquidated damages will be limited to 20% of our subcontract order value.

7- MAIN CONTRACT CONDITIONS.

Due to the volumes of enquiries received we are unable to visit the offices of all potential customers to vet the Main Contract Conditions.

As such any reference within the terms and conditions that relates to accepting Main Contract Terms can only be accepted in so much as they **must** have been seen and accepted expressly by VELUX Commercial Xtralite Limited within the tendering process.

Implied back to back terms by reference only are therefore unacceptable.

8- GUARANTEE

We are able to offer a 20 year Guarantee (subject to provisions/exclusions etc as recorded therein). To obtain the benefit of this 20 year guarantee, the purchaser must submit a written request to the following address within 90 days of delivery;

Product Guarantee Dept., VELUX Commercial Xtralite Limited, Spencer Road, Blyth Riverside Business Park, Blyth, Northumberland, NE24 5TG.

Alternatively, email requests may be submitted to;

Sales@xtralite.co.uk

Please note however that it is a condition precedent of the issue of this guarantee that all monies due are paid in full on completion of our supply and/or installation works.

9- LIMIT OF LIABILITY

Goods are covered against defective manufacture, workmanship or materials for 12 months from date of delivery (supply only contract) or from date of installation (supply and install contracts). This liability is limited to materials only on supply only contracts and on all contracts excludes any third part costs incurred (either direct or indirect).

10- PERFORMANCE BOND.

Our price excludes any requirement for performance bonds. For absolute clarity, we understand this to be a main contractor preliminary item only.

11- 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.

12- ATTENDANCES.

We have not included for any attendance items, since these are normally considered to be the Main/Roofing Contractors responsibility. Please refer to the attached schedule of attendances and these Terms & Conditions.

13- PAYMENT

Should you fail to make payment of any monies owed, we reserve the right to withhold delivery of all or part of the goods manufactured, or performance of any service, until payment is made in full. During such time, we reserve the right to recover any interest accrued at a rate of 5% per annum over the base rate of the Bank of England as varied from time to time.

14- PROTECTION OF VELUX COMMERCIAL XTRALITE LIMITED WORKS.

Protection to VELUX Commercial Xtralite's works following the completion of our installations is not included within our current quotation.

15- PROTECTION OF ADJACENT ROOF WORKS.

Protection to all adjacent roof areas required to access the new installation is to be supplied by yourselves not VELUX Commercial Xtralite Limited, for the duration of the works.

16- 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.

17- 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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18- 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 builders kerb.

19- KERB/SUPPORT STRUCTURES.

VELUX Commercial Xtralite Limited price is based on foregoing trades completing their works timely and to a suitably acceptable trade tolerance.

VELUX Commercial Xtralite 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 new kerb/support structures are installed correctly and to an industry accepted tolerance.

Should the supporting structure be inadequate, inaccurate or unfit for our rooflights installation, VELUX Commercial Xtralite 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 VELUX Commercial Xtralite have commenced work prior to any sub-contract documents being signed and returned, then the above and not the sub-contract conditions will prevail.

20- SUPPORTING STRUCTURE.

If required VELUX Commercial Xtralite can provide a set of Structural Engineers calculations, giving the horizontal and vertical loadings at the kerb of the rooflight if required. Please allow 2 weeks for this facility if required. Consideration will be required for cost of any structural calculations requested. 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.

21- CONCRETE/FOUNDATIONS(External Canopies)

Steelwork support columns are produced along with packing shims to accommodate 25mm maximum variance between finished surface levels of foundations/footings.

Please ensure that the finished top surface of all concrete bases falls within a maximum 25mm 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.

22- BUILDERS WORK.

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

23- 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 plumber is employed to replace the lead work and to tamp it over our glazing on completion.

VELUX Commercial Xtralite 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 plumber.

24- 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 our installation

works. Any subsequent dirt removal should be carried out in accordance with the relevant polycarbonate cleaning instructions.

25- CLEANING DOWN (GLASS).

We have not included for cleaning down the glazing once we are complete and 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'.

26- CLEANING DOWN (SELF CLEANING GLASS).

Due to Self Cleaning Glass having an easily damaged 'soft' coating, we would strongly recommend it only be cleaning 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 be used. UNDER NO CIRCUMSTANCES SHOULD SPECIALIST CLEANERS OR ABRASIVE ACTION BE USED – THIS WILL DAMAGE THE SPECIAL SELF CLEANING COATING.

27- CONTROL PANELS/WIRING.

The VELUX Commercial Xtralite 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.

28- 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.

29- ELECTRICAL ACTUATOR CONTROL/WIRING.

Should there be a requirement for electrical actuators/openers to our rooflight product, please note that VELUX Commercial Xtralite 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 as such is NOT part of Xtralite's quotation to you. Should you require further advice or assistance on controlling these motors, please contact our Technical Services Department on (01670) 354 157 for further information.

30- CREDIT RATINGS.

All quotations are provided strictly subject to a satisfactory credit approval for the value of the works tendered.

Should a credit ceiling be advised by our consultants, Equifax, which is below the order value, works will be held in abeyance pending receipt of monies sufficient, so as to bring the order within the confines of your companies trade credit limit.

31- CREDIT RATINGS(PRIVATE SALES).

For private customers, who are unable to offer a suitable credit threshold through Equifax, we would respectfully confirm that we will require a pro-forma payment for the full order value due prior to delivery, and/or installation.

32- TITLE OF GOODS.

We would confirm that title to VELUX Commercial Xtralite goods shall remain solely vested with VELUX Commercial Xtralite Limited regardless of the state of the installation/incorporation into the works until such time as the goods have been paid for in full.

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33- ALTERNATIVE PRODUCTS.

By inspection of the specification (and the project requirements), we have selected and proposed what are considered to be the most appropriate VELUX Commercial Xtralite 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 VELUX Commercial Xtralite 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.

34- 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 before manufacture. This will be charged at £250.00+v at 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,

35- DESIGN CRITERIA.

Our systems are designed in accordance with:

- BS 6399 : Part 1- Design Loadings for Buildings Code of practice for dead and imposed loads
- BS 6399 : Part 2 - Design Loadings for Building Code of practice for wind loads
- BS 6399 : Part 3 - Design Loadings for Buildings Code of practice for imposed loads (snow load)
- BS 8118 : Part 1 - The structural use of aluminium.

36- THERMAL PERFORMANCE.

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

37- VENT AREA CALCULATION – A.O.V's

VELUX Commercial Xtralite 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 900mm x 900mm unit becomes (for calculation purposes) 900mm x 700mm.

38- 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 during the winter months when 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 more pronounced when the following standard products or product combinations are used:-

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

Because the environmental conditions both internally & externally are outside of the control of VELUX Commercial Xtralite Limited there can be no absolute guarantees on the prevention of the formation of condensation.

39- SECURITY CLEARANCE CHECKS/PASSES

If no information to the contrary has been provided with regards any 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.

40- FORCE MAJEURE

VELUX Commercial Xtralite will not be liable or responsible for any failure to perform, or delay in performance, of any of its obligations under the Contract due to a Force Majeure event. A Force Majeure event means any act or event beyond reasonable control, including without limitations, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war, fire, explosion, storm, flood, earthquake, severe weather, subsidence, epidemic or other natural disaster, or failure of public and private telecommunications network. If a Force Majeure Event takes place our obligations under the Contract will be suspended for the duration of the Force Majeure event. Should the Force Majeure event continue for a period in excess of 4 weeks, the Buyer may choose to cancel the Contract, subject to the provisions of Clause 41.

41- CANCELLATION

In the unlikely event of cancellation, we reserve the right to charge any costs incurred up to the point of notice/cancellation, inclusive of costs of any drawings produced.

42- VAT

Prices do not include any Value Added Tax. For the purpose of VAT Domestic Reverse Charge we will assume you are not an end user or intermediary supplier unless you advise us in writing otherwise.