

These Terms & Conditions shall apply to all orders placed with the Contractor, and any stipulations or conditions in a Customer's order which conflict with, qualify or seek to negate any of these Terms & Conditions shall be inapplicable and have no force or effect.

1. Definitions

- (a) "Contractor" means MGD Specialist Interior Finishes Limited.
- (b) "Customer" means the Contractor's customer for the Works.
- (c) "Works" means the works the subject of the contract, in accordance with the Quotation.
- (d) "Quotation" means the quotation issued by the Contractor.

2. The Works

- (a) The Contractor will carry out and complete the Works in accordance with the Quotation in a good and workmanlike manner.
- (b) The Contractor is entitled to rely on the accuracy and completeness of Customers plans, specifications and reports provided to the Contractor.
- (c) Unless expressly agreed the Contractor will not carry out any form of design for these Works. Insofar as the Contractor will use best endeavours to comply with current legislation, Building Regulations and best practice, no warranty or other liability on the part of the Contractor shall be created or implied in regard to the suitability or fitness for purpose of components or systems recommended or any calculations undertaken. Structural calculations shall be undertaken by the Customer
- (d) In the case where design forms part of the works, the Customer shall allow a period of 2 weeks from the date of instruction for the Contractor to complete the design and produce design drawings required by the Customer and shall allow a further 6-8 weeks from the date upon which the Customer approves design drawings to manufacture the Works. Copyright in all design drawings or documents prepared by the Contractor shall remain vested in the Contractor.

3. Materials

Samples submitted for approval show substance and general character only. Colour, size, thickness or shape cannot be guaranteed.

4. Title

All materials will remain the Contractor's property with title fully vested in the Contractor until the Customer has paid for the Works in full.

5. Variations and Extras

- (a) The prices quoted are based upon dimensions, quantities, drawings and specifications given at time of tender. The Contractor reserves the right to require re-calculation and apply supplemental charges if any of these parameters change or to increase the contract price to reflect increases in the cost of materials or labour between the end of the fixed price period specified in the Quotation and the date of completion.
- (b) If additional work is requested by the Customer a quotation will be submitted and the additional work will not be started until the Customer has placed an order. The Contractor shall not be liable for the consequences if late acceptance delays the original Works.

6. Payment

- (a) The Contractor may invoice for interim or periodic payments as the Works proceed. Should the contract be for less than 45 days then the Contractor shall be entitled to submit invoices for periodic payments each week. The sums on each interim or periodic invoice become due upon the date of issue. Not later than 5 days after the sum becomes due, the Customer will notify the Contractor of the sum that the Customer considers to have been due at the payment due date and the basis upon which that sum has been calculated. The final date for payment shall be 7 days later in the case of periodic payments and 14 days later where the duration of the contract is more than 45 days.
- (b) The Customer will not be entitled to withhold payment in whole or in part of any sum due unless he issues a Pay-less Notice not less than 7 days before the final date for payment specifying the sum that the payer considers to be due on the date the notice is served and the basis upon which that sum is calculated. No set-off or abatement will be permitted by reference to any sum due under one or more other contracts.
- (c) The Customer will not be entitled to make any retention unless agreed in writing. The first moiety of retention must be released in full together with VAT upon practical completion of the Contractors works. The second moiety of retention shall be released 12 months later.
- (d) If any payment is not made by the Customer by the expiry of its respective Final date for Payment the Contractor will be entitled to statutory compensation and to charge interest pursuant to the Late Payment of Commercial Debt Regulations 2013. The applicable rate is 8% per annum above Bank of England base rate. In addition the Contractor will after the expiry of seven days from the giving of written notice to this effect to the Customer, be entitled to suspend the Works and any works under any other contract with the Customer until such outstanding sum is paid.
- (e) The Contractor reserves the right to refuse to execute any order or contract if the arrangements for payment of the Customer's credit are not satisfactory. In the case of non-payment of any account by its Final date for Payment or in the case of death, incapacity, bankruptcy or insolvency of the Customer or when the Customer is a Limited Company in the case of liquidation or the appointment of a receiver the purchase price of all goods delivered to date and/or any sums already due from the Customer shall become payable immediately from the Customer and in addition the Contractor has the right to cancel every contract made with the Customer or to cancel, suspend or discontinue delivery of goods and materials for same. This provision acts without prejudice to the Contractor's right to recover any loss sustained, caused by the above circumstances.

7. Time for Completion

Time shall not be of the essence. The Contractor will use reasonable endeavours to ensure that the Works are completed within the time (if any) stated in the Quotation, otherwise within a reasonable time. Liquidated and Ascertained Damages shall be limited to 5% of the value of the Contractors work provided always that the Customer has issued a Non-Completion Notice and informed the Contractor in writing not later than 5 days before the final date for payment as set out in the contract.

8. Defects

The Contractor will rectify at its own cost any defects or faults which appear and are notified by the Customer to the Contractor in writing within 12 months of completion of the Works and are due to defective workmanship by the Contractor or defective materials supplied by the Contractor. The Contractor shall be afforded reasonable opportunity and facilities to investigate such claims.

9. Consequential Damage

The Customer expressly waives all claims for special, incidental, or consequential damages it may have against the Contractor, including without limitation damages for principal office expenses, financing costs, loss of business and reputation, and loss of use.

10. Liability

The Contractor's liability for death or personal injury to any individual caused by negligence of the Contractor or its Sub-Contractors or agents is not limited. Without prejudice to the above, the maximum liability of the Contractor for all other events shall not exceed the contract price.

11. Disputes

The Contractor and Customer agree that either party may refer a dispute to adjudication at any time, following the rules and procedures of the Scheme for Construction Contracts Part 1 (the Scheme). The Decision of the Adjudicator shall be binding on the parties until the dispute is finally resolved through agreement or by Arbitration under the CIMAR rules

12. General Data Protection Regulations

The Contractor may collect and hold sensitive commercial and or personal information for financial, administrative, regulatory, ISO compliance and management, payment and business development purposes from business correspondence, documentation or transactions. Some information may be shared with outside organisations such as the Contractor's auditors, legal advisers and credit insurance agents in relation to specific contracts, accounts or as part of a pre-qualification process. Such information will be stored and disposed of as dictated by legislation and it will not be sold on to a third party. The Contractor is entitled to request access to any personal or commercial data held by the Seller. For full details please refer to the Contractor's Data Protection Policy.

13. Jurisdiction

This contract is governed by the law of England and Wales.