

Standard Terms and Conditions of Sale and Delivery

Terms & Conditions

The below terms and conditions shall apply in the absence of any written agreement to the contrary

Delivery

Delivery shall be considered to have taken place upon the arrival of the goods on a lorry to the agreed delivery address. If the buyer is prevented from taking delivery of the goods at the agreed time of delivery then delivery shall be considered to have been completed and any further delay may be subject to demurrage and or storage costs. We allow two hours maximum for unloading the materials on site. Any time over and above this will be charged at the rate advised by the haulier. Unloading will be by others. This quotation is based on materials specifically imported from Europe, it may not be able to delay deliveries without incurring additional costs, these will be charged back accordingly

Access

The place of delivery shall be level and have the requisite load bearing capacity adjacent to the place of intended use on site as to permit a fully loaded lorry with up to 30 tonne articulated truck to drive to and from the place unhindered.

Insurance

The current standard policies and indemnity limits are in force:

Combined Liability Employers Liability	£ 10,000,000	any one occurrence
Public Liability	£ 5,000,000	any one occurrence
Products Liability	£ 5,000,000	any one occurrence
Excess Public Liability	£ 3,000,000	in excess of underlying policy
Contract Works	£ 1,500,000	Contract Site Limit
Professional Indemnity	£ 5,000,000	any one claim

Extended limits may be attained for specific contracts at additional cost to the purchaser

If considered necessary CTM Ltd. may demand that contractor's "all risks" insurance is taken out before delivery.

Complaints

Visible defects shall be notified to us within 5 working days after delivery. Complaints shall be made before the goods supplied are installed or the purchaser shall forfeit the right to make any claims in respect of such defects.

Liability Limitation

CTM Ltd shall only be liable for the damage caused by the goods supplied provided it can be substantiated that any damage caused is due to errors committed by the company or company agents. In no case shall CTM Ltd be liable for consequential loss, loss of profit or other indirect loss.

The liability for damages caused by the goods is limited to a value of 5% of the total value of the goods supplied and for a period of one year from day of delivery. To the extent that we are made liable for the purchaser's use of the goods supplied, including resale, the purchaser shall indemnify us for any liability exceeding the limits already stated. The purchaser shall be under an obligation to appear as defendant before any court hearing for any claims made against us for damages in respect of the goods supplied.

Payment

The invoice amount shall fall due for payment as stated in the payment terms shown above. Interest at the rate of 2% per month shall be payable on overdue amounts. Large part deliveries may be invoiced separately. CTM Ltd. shall retain the property in the goods until the purchase price has been paid in full.

Any "paid when paid" clause contained in the any documentation referring to this contract is excluded. LAD's are limited to a maximum of 10% of our contract value

Security

CTM Ltd. reserves the right to demand credit security before delivery for the balance due, in the form of a banker's guarantee approved by us.

Tolerance

Width: Upon planning, the measurements of a width must be expected to be reduced by up to 2 % in relation to the nominal indications

Height: +/- 2 mm for heights under 300 mm. +/- 5 mm for heights over 300 mm.

Length: +/- 5 mm for lengths under 20 m, +/- 10 mm for lengths over 20 m.

The deviation from the right angle will not exceed 1:50.

All measurements refer to 12 % humidity in the wood.

CTM Ltd. cannot guarantee against the formation of cracks in the structures due to natural drying

Glulam finishes will be as set out in the BS Holz bulletin for glulam manufacture

Design

If it is agreed that CTM Ltd. are to assist in the design, CTM Ltd. shall undertake responsibility for counselling and calculations made in connection with the products supplied by us. The limitation of liability mentioned in point 5:00 should also apply in this respect. Please note that no design for temporary stability has been allowed for unless specifically noted within our quotation. We will only work from construction issue drawings in both 2D electronic and PDF format, plus we will require a fully co-ordinated 3D model from the design team. CTM Ltd will not carry out site dimensions / surveys.

Installation

If it is agreed that CTM Ltd are to erect then CTM Ltd. standard terms of erection shall prevail unless specifically agreed in writing to the contrary. Our responsibility and liability is limited to goods supplied by CTM Ltd.

Venue

Any dispute emanating from sales agreement or the interpretation of these present TERMS AND CONDITIONS shall be settled under English law The county courts is the agreed venue for all problems brought by us against the purchaser or brought by him against us. If the orders which are received before the customer's acceptance of the offer given herein prevent us from complying with the agreed time delivery, CTM Ltd. shall be entitled to withdraw the offer.

Standard Terms and Conditions of Erection (To be Read in Conjunction with Standard Terms and Conditions of Sale)

Scope

The erection price quoted covers for the erection of those items detailed in the quotation and includes for the cost of nails and the provision of necessary hand tools. We have not included for any diamond drilling that may be required to carry out the works. Any requirements for this operation would be charged as an extra to the contract.

Special Attendance

The provision of scaffolding, lighting and power is not included in our price unless specifically detailed. Scaffolding must be provided and erected by the Main Contractor at no cost to ourselves to allow safe access to all points of connection of our roof structure to the building. Prior to commencement of our works on site, a Method Statement will be issued which will detail scaffolding requirements. Any special scaffolding for Health & Safety purposes shall be provided at no cost to ourselves by the Contractor. First Aid is to be supplied by the main contractor. Unless noted otherwise all edge protection has been excluded. All safety barriers to our works are to be supplied by the main contractor. Please note that no design for temporary stability has been allowed for unless specifically noted within our quotation. Setting out will be from ALL grid lines given by the main contractor. All road closures, traffic management and costs relating to these are excluded from our works. All grouting is excluded from our works. No pull-out tests have been allowed for fixings into any existing structure.

Unloading and Protection

All materials will, unless otherwise agreed, be delivered to site upon commencement of our works and will be unloaded by our operatives wherever possible directly on to the building. Secure storage adjacent to the working area will be provided if required, free of charge by the main Contractor who will be responsible for any temporary protection required during the period of our works. During transit, the materials will be insured by the Contractor. Whilst on site, insurance is to be maintained by either the Contractor or Sub-contractor.

Commencement

Programme times assume that we will not be asked to commence works prematurely and that our work will not be delayed by inadequate preparation of the building or lack of scaffolding. Programme times assume that the whole of the building is available to us upon commencement unless specifically agreed in writing.

Continuity

Unless specifically agreed, the work will be completed in one visit. Multiple visits not agreed at order stage will incur additional costs (see separate price).

Tolerances

Our price assumes that the building will be within accepted tolerances as defined in BS5606 and in accordance with the dimensions shown on our approved drawings.

Access

Our price (unless specifically excluded) allows for the supply of a 40 tonne mobile crane to lift our components off the lorry on to the building. Should site conditions require a larger crane to cover circumstances not made clear to us at tender stage, additional costs will be incurred, which will be passed on to the Main Contractor. The Contractor will provide **level** access and hard standing for the crane adjacent to the building at no cost to ourselves. Our price is based on the crane being supplied to site with the standard mats and therefore any requirement for the supply of larger mats due to insufficient maximum allowable ground pressure will be provided at an extra over cost. We have no responsibility or allowance for any sleepers, matting or trackway to aid in the levelling of the crane. This is the sole responsibility of the main contractor and, if requested, will be provided as a variation to our works.

Daywork

Where unforeseen circumstances arise during the erection of the roof structure which necessitate additional labour or materials 'Daywork Sheets' signed by the Contractor's representative shall have the same force as an official order being raised for the work.