

- 1.** The company's quotation will remain open for a period of three months (90 days) from the date hereof and can only be accepted in its entirety. After this period the quotation is then subject to review.
- 2.** Our rates and/or prices are fixed for a period of up to 3 months.
- 3.** We have made no allowances for provision of traffic management.
- 4.** No contract shall be made until the Company has accepted any orders arising here under in writing. The conditions of this quotation shall be deemed to be incorporated into any contract arising from this quotation. Any stipulation or condition which would conflict with or in any way vary, qualify or negate any of the conditions contained herein shall not be binding on the Company unless expressly agreed in writing.
- 5.** Any additional visits will be subject to an extra charge for all additional cost incurred, including any immobilisation costs.
- 6.** Delays or non-completion of work due to any circumstances beyond the Company's control are chargeable.
- 7.** All operations assume unrestricted access to site and all work required and to be free of any obstructions i.e. plant and machinery etc
- 8.** We reserve the right to charge for standing time for delays outside of our control in accordance with this quotation and any subsequent correspondence.
- 9.** The quotation is based on cost of labour, fuel, transport, and materials ruling at the date submitted. The Company reserves the right to pass on any subsequent variation in cost to the customer, which may occur up to the date of commencement and/ or during the progress of the works.
- 10.** No allowance for provision of after works services such as, as built drawings or certificates of conformity.
- 11.** No liability can be accepted for delays or non-execution of the work either in whole or part caused by war, invasion, strikes, lockouts, civil commotion, riots, frost, floods, storms, tempests, accident or other circumstances beyond the Company's control.
- 12.** Unless expressly agreed in writing all defects are to be notified within a period of three months from completion of contract.
- 13.** The settlement terms are for payment against invoice unless otherwise stated when such variation from these terms will be subject to confirmation. No main

contractor discount is applicable to this quote unless explicitly stated within our rates.

- 14.** Interim invoices maybe issued by the Company which, unless otherwise stated, will be for not more that 90% of the value of work then done and when so issued are immediately due for payment without deduction.
- 15.** Final invoices, unless otherwise stated, are to be based upon re-measure of work done. Unless otherwise agreed in writing no retentions will be taken.
- 16.** Payment terms are 30 days from date of application/ invoice.
- 17.** The Company reserves the right to charge interest on unpaid accounts both before and after judgement at the rate of 3% above Lloyds Bank Plc Base rate, including partially paid accounts, from when such amounts were due for payment in accordance with these conditions of Sale.
- 18.** If before the Customer makes payment in full the Customer becomes insolvent or enters into a scheme of arrangement or composition with creditors or goes into liquidation or there is a receiver appointed the Company shall be entitled to exercise all or any of the following rights namely to retain all monies paid by the Customer, to stop goods in transit, to remove goods not paid for from the Customer's premises, to exercise a lien over goods to resell them and reclaim from the Customer any further loss arising and to be indemnified by the Customer and elect to treat the Contract as repudiated or as continuing.
- 19.** By instructing LMS Highways to undertake the works as set out within this quotation you agree to the terms and conditions in their entirety, unless previously agreed in writing prior to acceptance.