

## FORZA DOORS LIMITED

### ADDITIONAL CONDITIONS - SUPPLY AND INSTALL

Where the works involve supply and installation, the following Additional Conditions apply in addition to the "Forza Doors Supply Only Terms and Conditions" and in the event of any discrepancy, these Additional Conditions take precedence over the conditions above

**THE CUSTOMER'S ATTENTION IS SPECIFICALLY DRAWN TO CLAUSES 21 AND 22 – LIMITATION OF LIABILITY**

#### Annex A. 14 . Additional definitions

Unless the context otherwise requires or the Agreement or these Conditions specifically provide otherwise, the following words and phrases, where they appear in capitalised form in the Agreement or these Conditions, shall have the meanings stated below: **CDM Regulations:** the Construction (Design and Management) Regulations 2015, as they apply to the works. **Additional Conditions:** these clauses 14 to 27 of these Additional Conditions. **Blinds and Control Cables:** means venetian blinds, control cables and knobs supplied and installed by the Supplier into single or double glazed timber screens.

**Contract Documents:** the Supplier's quotation and any documents referred to therein, these Conditions of Contract and in addition the Supplier's Order Acknowledgement.

**Contract Works:** the works briefly described in the Supplier's quotation and Supplier's Order Acknowledgement, as varied (where applicable) under clause 19.

**Decorative Film:** means a film to be applied to the Installed Goods that provides a decorative pattern to the surface of the glass that is greater than the requirements of the use of permanent manifestation to make glazing apparent as documented in Approved Document K 5.2 section 7.4 (2013).

**End User:** The ultimate consumer of the Installed Goods on the Site.

**Installed Goods:** materials and goods supplied and installed by the Supplier which will be permanently part of the Contract Works.

**Order Acknowledgement:** Written acceptance by the Contractor of the Client's written order on the Contractor's Order Acknowledgement form.

**Others:** the Client and those working on the project for the Client and End User including Contractors, consultants, advisors and suppliers.

**Site:** the place where the Installed Goods are to be finally located.

#### Annex B. 15 . Supplier's obligations

15.1 The Supplier shall carry out and complete the Contract Works in accordance with GGF tolerances for laminate glass, Forza Technical Note 1 and the Contract Documents, with due diligence and in a good and workmanlike manner. Where there is any discrepancy between these documents, the GGF tolerances and Forza's Technical Note 1 takes precedence.

15.2 The Supplier shall provide all labour, materials and plant required to carry out and complete the Contract Works during normal working hours (between 8am and 5pm on Business Days) except for the attendances set out in the Contract Documents which the Customer shall provide free of charge to the Supplier. Work carried out outside of these hours will be treated as a variation under clause 19 and will be subject to additional costs.

15.3 The Supplier may subcontract any of the Contract Works.

15.4 The Supplier shall comply with, and give all notices required by, any statute, any statutory instrument, rule or order or any regulation or by-law applicable to the Contract Works (including the CDM Regulations). Any payable fees and charges in respect of the Contract Works shall be paid by the Customer.

15.5 Unless stated within the Contract, the Supplier has no maintenance obligations beyond the period set out in Clause 21.1. At the end of the warranty period the Supplier may offer specific terms for future maintenance of the Installed Goods.

15.6 Where any design is completed by the Supplier, then the Supplier shall in respect of any inadequacy in the design have the like liability to the Customer, whether under statute or otherwise, as would an appropriate professional designer holding himself out as competent to take on work for such design who acting independently under a separate contract with the Customer, had supplied such design for the works to be carried out and completed by a Supplier who is not the supplier of the design.

15.7 Prior to installation, the Supplier will measure the glass sheet sizes to be installed in the structural openings of the framework that the Customer has installed. If there are any errors/changes in the framework that will

prevent the correct installation of glass and create an incorrect /unsafe finished product or any non-standard or unforeseen applications, the Supplier will advise the Customer within the Supplier's "Installation Assessment Procedure". The Supplier will advise the Customer of any changes to the Price in the Quotation as a result of any errors / changes / non-standard or unforeseen applications.

15.8 Should the Supplier be required, for any reason, to measure glass sizes prior to installation of timber framework or fixing locations an instruction in writing must be issued by the Customer before the Supplier is obliged to carry out the survey. This will be treated as a variation under clause 19. The Supplier is unable to accept responsibility for the accuracy of glass sizes, fit of glass or any resultant additional cost when such an instruction is issued by the Customer.

15.9 In accordance with GGF guidelines and accepted industry wide tolerances fully installed, clean toughened and laminate glass should be assessed by viewing at a distance of not less than 3 metres in natural daylight and not in direct sunlight.

#### Annex C. 16 . Customer's obligations

16.1 The Customer shall comply with the CDM Regulations, shall provide sufficient access to the Site for the Supplier to perform its obligations under this Contract and shall in no way hinder or prevent the Supplier, whether by act or omission, from performing such obligations.

16.2 The Customer must provide the Supplier with all the information stipulated in the tender or quotation and any other information requested by the Supplier. If this information is not provided the Supplier may at its option, cancel the Contract or claim a suitable extension of the Contract period and charge the Customer any additional costs resulting from such extension.

16.3 The Supplier does not accept responsibility for compliance with statutory regulations (including but not limited to planning permission, building regulations etc) or local by-laws or for the fulfilment of any special requirements binding upon the Customer. When the Installed Goods are supplied for use in conjunction with equipment and/or structures which are not supplied by the Supplier, the Customer shall be solely responsible for ensuring that such equipment and/or structures are in all respects suitable and adequate for the purpose, and are properly installed. The Supplier shall not be liable for any adaption of the completed installation to suit the Customer's own circumstances.

16.4 Where the Customer requires special safety precautions when Suppliers are working on site ie provision of temporary traffic control system, flagmen, banksmen, warning lamps etc., such requirements shall be provided free of charge by the Customer.

16.5 If installation is prevented, delayed, impeded or otherwise rendered more expensive by any act or omission of the Customer (including but not limited to Others employed by the Customer) or any other third party including failure to advise the Supplier of special local conditions, the Customer shall pay such extra charges as the Supplier shall reasonably require. Any alteration by the Customer in design, quantities or specifications may also involve adjustment to the price. Such work shall be carried out only against written instructions given to the Supplier by the Customer in accordance with clause 18.1.

16.6 Where the Customer provides any tackle or apparatus for use by the Supplier, the Customer is fully responsible for its use and the Customer indemnifies the Supplier against all liabilities for damages, costs and expenses arising out of the death of or personal injury to any persons or damage to any property howsoever caused provided that this indemnity shall not apply to liabilities arising from the negligence of the Supplier or its servants or agents.

16.7 Should the Customer fail to provide installation conditions as set out elsewhere in these conditions, including but not limited to clause 28, the Supplier shall advise the Customer's representative of the issues by email. After the issue of such email, the Supplier shall, without incurring any liability to the Supplier, be entitled to immediately suspend all or any part of the installation. If the relevant issues are not resolved by the Customer within 7 calendar days, the Supplier shall have the right to cancel its obligation to install the Installed Goods and to be paid the full supply and installation of the glass.

16.8 The Customer's own labour must fit all head, base and wall abutment timber products, regardless of whether the timber has been supplied by the Supplier. The timber products must be level and plumb, and be set out according to the project drawings and in accordance with the manufacturer's method of build, with building and safety regulations and is fitted to surfaces and substructure suitable for the loads of the products supplied and installed by the Supplier.

#### Annex D. 17 . Commencement and completion

17.1 The Customer must give a written notice to the Supplier confirming the actual start date. Unless otherwise stated in the quotation, such notice must be given a minimum of two weeks in advance of the actual start date.

- 17.2 The Supplier shall deliver the Installed Goods to Site as stated in the Order Acknowledgement and shall complete the Contract Works in a reasonable period, unless a period for completion is stated in the Supplier's quotation.
- 17.3 Times or dates for delivery or performance (including installation) are estimates only and, unless otherwise expressly stated in the Supplier's Order Acknowledgement, time is not of the essence. The Supplier will use reasonable endeavours to deliver or perform by the time or date quoted. With the exception of liability under clause 22, the Supplier will not be liable **under any circumstances** for any loss claimed to have arisen from any delay in delivery or performance. No delay shall entitle the Customer to cancel or repudiate the Contract
- 17.4 If the agreed delivery schedule is altered, this shall be treated as a variation and additional costs per clause 19.5 will be paid.
- 17.5 When installation of part or all of the Contract Works has been completed, the Installed Goods will be commissioned by the Supplier and handover documentation will be prepared. The date when the handover documentation is given to the Customer is the date when practical completion is deemed to have been achieved by the Supplier for part or all of the Contract Works ("Supplier's Practical Completion"). Should the Customer wish to witness the commissioning of the Installed Goods, the Customer needs to inform the Supplier in writing within two weeks of the Contract Works starting on site. Installation is deemed to be complete if either the Installed Goods have been used by the Customer or have been commissioned, notwithstanding minor omissions or defects which do not materially affect such use.
- 17.6 Blinds and control cables supplied and installed by the Supplier will be All moving mechanisms will be tested and presented in full working order at time of practical completion. This Supplier is responsible for the maintenance of blinds and control cables post Supplier's Practical Completion.
- 17.7 The addition of a Decorative Film may reduce the safety aspects of the Installed Goods, therefore the Supplier advises that a Clear Safety Film should also be applied to the Installed Goods in **addition to** the decorative film.
- 17.8 Unless stated elsewhere in the Contract, the Supplier has included for one visit to site.

#### **Annex E. 18 . Customer's instructions**

- 18.1 The Customer may issue written instructions. The Supplier shall only be obliged to follow Customer instructions where the price and time implications have been agreed in accordance with clause 19.1 and which are issued before the date of Supplier's Practical Completion for the whole of the Contract Works.

#### **Annex F. 19 . Variations and claims**

- 19.1 Where the Customer wishes to instruct a variation to the Contract Works ("Variation"), then the Customer shall issue a request for a quotation, the Supplier shall price the additional works, and only when the price has been agreed, the Customer shall issue a written instruction to the Supplier to proceed with the works and confirming the agreed price. The Supplier reserves the right to refuse to complete any additional works instructed by the Customer until the price for the varied works has been agreed.
- 19.2 In the event that the Supplier unilaterally waives its right to refuse to complete any additional work until the price for the varied works is agreed, then such Variation or instruction shall be valued on a fair and reasonable basis, with reference, where available and relevant, to rates and prices in the Contract Documents
- 19.3 The Supplier shall in addition be paid a fair and reasonable amount for any direct loss and/or expense incurred by the Supplier due to the regular progress of the Contract Works being affected by compliance with any Variation or for any other reasons beyond the control of the Supplier including but not limited to Force Majeure.
- 19.4 If the Customer fails to provide any items required by these Conditions, the Supplier may in its discretion and at its sole option provide the items required and charge the cost incurred plus 25% to the Customer.
- 19.5 If despatch of the Installed Goods is delayed due to any failure or default of the Customer the Supplier shall be entitled to arrange for storage of the Installed Goods on the Customer's behalf and all charges for storage, transport, loading and unloading, insurance and demurrage will be payable by the Customer. The due date for payment for such costs will be as stipulated in Clause 23 of these Conditions.

#### **Annex G. 20 . Extension of time**

- 20.1 If the Supplier is delayed in completing the Contract Works by the ordering of any Variation of the Contract Works or for other reasons

beyond the control of the Supplier, the Supplier shall inform the Customer in writing. The Customer shall make such extension of time (if any) as is reasonable.

- 20.2 The Supplier shall use reasonable endeavours to prevent or minimise any delay in the progress of the whole or any part of the Contract Works.

#### **Annex H. 21 . Limitation of Liability - The Customer's attention is specifically drawn to this clause 21**

- 21.1 The Supplier shall only be liable to make good any defects in the Contract Works which stem from his faulty selection of unsuitable or inadequate materials or from faulty materials or bad workmanship. If this is proved to be the case, then the Supplier undertakes, at its discretion, either to replace or repair the Installed Goods or any part or parts thereof. Provided that the Supplier receives written Notice of any defect within twelve months from the date of Supplier's Practical Completion per clause 17.5 or within fifteen months of the date when the Customer was first advised that the Installed Goods was ready for despatch, whichever is the earlier;

- 21.2 The Supplier shall not be liable in respect of any defect which may occur in any previously existing system to which the Contract Works may be connected unless and to the extent that such defect is directly caused by a defect in the Contract Works for which the Supplier would be liable under this clause.

- 21.3 Save as is provided by this clause, the Supplier shall not be liable for any direct loss or damage as consequence of any defect in the Contract Works save to the extent that such defect is caused by the negligence of the Supplier, its servants or agents. The Supplier's liability for any direct claim arising under the Contract shall be limited to that proportion of recoverable direct loss as would be just and equitable to require the Supplier to pay in regard to the extent of the Supplier's responsibility for the same on the assumption that:

(3.a) All Others directly or indirectly involved with the works under the Contract have provided contractual undertakings on terms no less onerous than those set out herein.

(3.b) All the parties referred to in this clause have paid to the Customer such sum as it would be just and equitable for them to pay having regard to the extent of their liability for the direct loss incurred by the Customer.

- 21.4 The Supplier is not liable for damage to the Customer's property during installation by the Supplier.

- 21.5 For the avoidance of doubt, any condition or warranty implied by law shall cease to apply after the expiry of the period stated in Clause 21.1 above.

- 21.6 The Supplier will require a reasonable period of time to carry out any repairs or replacements.

- The Supplier will charge for any additional visits to Site caused either by the Customer / End Users failure to properly maintain the Installed Goods or where the Customer fails to provide the services necessary on site for the Supplier to fulfil its obligations hereunder. The rate for such abortive visits is £500 plus vat unless a different figure is stated in the Supplier's quotation or Supplier's Order Acknowledgement.

- 21.8 The Customer shall indemnify and hold the Supplier and its offices, directors, employees and agents harmless against any claims, demands, liability, direct loss and/or damages including legal fees, arising from:

(3.a) any misrepresentation and/or breach by the Customer of the warranties contained in Clause 21; and/or

(3.b) without prejudice to the foregoing any breach by the Customer of any of these Conditions.

- 21.9 Save as provided by clause 21.10 below, the Supplier's total liability in respect of all losses arising under or in connection with the Contract whether in contract, tort (including negligence), breach of statutory duty, or otherwise shall in no circumstances exceed twice the initial Contract Price or £50,000, whichever is the higher.

- 21.10 **Exclusion of liability for spontaneous breakage of glass caused by nickel sulfide (NiS) inclusions** (NiS) inclusions may cause toughened glass to spontaneously break after installation. This is a rare but naturally occurring phenomenon in the float glass manufacturing process. The risk of toughened glass spontaneously breaking due to the presence of critical

NiS can be reduced (but not eliminated) by subjecting the glass to heat soaking treatment. The Supplier shall not be liable for any costs howsoever incurred by the Customer or by any End User in respect of any issue arising from spontaneous breakage of toughened glass (whether heat treated or not) as a result of NiS.

**Annex I. 22 . Limitation of liability for liquidated damages - The**

**Customer's attention is specifically drawn to this clause**

22. In addition to the Supplier's liability under clause 21, in the event that completion of the Contract Works is delayed solely by the Supplier, the Supplier's liability for liquidated damages is limited to 0.5% of the net price of the Contract Price each week or part thereof until completion of the work up to a maximum of 2.5% of the net price of the Contract Price which shall be the sole remedy for such delays.

**Annex J. 23 . Payment**

- 23.1 The due dates for interim payments to the Supplier shall be the last calendar day of each calendar month. The Supplier may issue an application for payment or invoice before or on the due date by email or by post. Such application for payment or invoice is a payee notice as defined by s110B(4) of the Housing Grants, Construction and Regeneration Act 1996 as amended.
- 23.2 Where payment is paid late by the Customer, the Supplier may enforce its statutory rights. In addition, any costs incurred by the Supplier will be charged to the Customer including but not limited to the costs of bounced cheques and time spent by the Supplier's employees.

**Annex K. 24 . Suspension**

- 24.1 If the Customer fails to pay the sum due to the Supplier under this Contract or under any other contract with the Supplier by the final date for payment, then the Supplier may give a written notice of his intention to suspend the performance of any or all of its obligations under this Contract. If the Customer's failure to make payment continues for three calendar days after the giving of such notice, then the Supplier may suspend such performance until payment of the full outstanding amount is received as cleared funds under this Contract and under any other contract between the Customer and the Supplier.

Where the Supplier exercises its right of suspension under clause 24.1, it shall be entitled to a reasonable amount in respect of costs and expenses reasonably incurred by him as a result of the exercise of the right.

**Annex L. 25 . Insurance**

- 25.1 The Customer shall insure in the joint names of the Customer and the Supplier the whole and every part of the Installed Goods and the Supplier's equipment including hired plant from the date the Installed Goods and/or the Supplier's equipment arrive on Site to Supplier Practical Completion or installation at full replacement value against all loss or damage from any cause whatsoever.
- 25.2 The Customer shall indemnify the Supplier against all losses, liabilities, claims, costs or expenses arising from damage or injury to persons or property, which may arise out of or in conjunction with the execution of the Contract, provided that this indemnity shall not apply to liabilities arising from negligence of the Supplier or its servants or agents.
- 25.3 The Customer agrees upon demand to indemnify the Supplier against all losses, damage, injury, costs and expenses of whatever nature suffered by the Supplier arising out of claims under the Consumer Protection Act 1987 and against all losses, damage, injury, costs and expenses of whatever nature suffered by the Supplier to the extent that the same are caused by or related to :-
- (a) drawings or specifications given to the Supplier by the Customer in respect of Installed Goods produced by the Supplier for the Customer, or
  - (b) defective materials or products supplied by the Customer to the Supplier and incorporated by the Supplier in Installed Goods produced by the Supplier for the Customer, or
  - (c) the improper incorporation, assembling, use, processing, storage or handling of Installed Goods by the Customer.
- 25.4 The Supplier's public liability insurance currently provides cover for up to a limit of £1,000,000 per single incident. If additional cover is required a price surcharge will be levied.

**Annex M. 26 . Bribery Act 2010**

- 26.1 Either party will be entitled to terminate this contract immediately if the other party commits, or has committed, an offence under the Bribery Act 2010. In the event of a breach of this clause, the party in breach shall pay to the other party any loss cost or expense reasonably incurred which results from the termination.

- Facilities, Services & Attendances** - Unless shown below as being provided by the Supplier, all such items are to be provided by the Customer at his cost.

	Item	Customer to Provide	Supplier to Provide
A	Site specific induction / training Method statements and Risk Assessments	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B	provided prior to commencement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C	Unimpeded and suitable vehicular access for the Supplier to deliver adjacent to the point of installation must be available. Completion of a structural survey to ensure stability of the openings prior to installation by the Supplier	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D	Fully prepared openings and that surfaces are built to the Supplier's detailed sizes. Floor levels to be true and horizontal to +/- 5mm and vertical walls are to be plumb to +/- 5mm	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E	Live and tested power supply for each product defined in the Contract Works located within one metre of each entrance.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F		<input type="checkbox"/>	<input checked="" type="checkbox"/>
G	Safe, clean, dry appropriately heated for the construction of the Installed Goods. This includes no wet / dust generating trades on the floor where the Installed Goods are to be installed. Further that the Site meets the British Standard codes of practice for safe working in occupied and unoccupied buildings	<input type="checkbox"/>	<input checked="" type="checkbox"/>
H	Cutting in of floor spring boxes into floors of all types and finishes	<input type="checkbox"/>	<input checked="" type="checkbox"/>
I	Specialist Lifting Equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
J	Provision of goods lift to each floor above or below ground floor	<input type="checkbox"/>	<input checked="" type="checkbox"/>
K	Unloading and distribution on site, from a lift on upper or basement floors, to within 50 metres of the place of installation with no obstructions impeding the remaining 50 metres	<input type="checkbox"/>	<input checked="" type="checkbox"/>
L	Shared toilets & mess room, shared first aid, shared drying room	<input type="checkbox"/>	<input checked="" type="checkbox"/>
M	Space for materials/plant / hutting	<input type="checkbox"/>	<input checked="" type="checkbox"/>
N	110V electricity outlet(s) to within 15m of working area – delays to progress to be charged at day work rates	<input type="checkbox"/>	<input checked="" type="checkbox"/>
O	Electrical adaptors, leads etc	<input checked="" type="checkbox"/>	<input type="checkbox"/>
P	Safety lighting	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Q	Task lighting	<input type="checkbox"/>	<input checked="" type="checkbox"/>
R	Scaffolding, towers and working platforms and powered access including but not limited to scissor lifts unless otherwise stated in the Contract	<input type="checkbox"/>	<input checked="" type="checkbox"/>
S	Clear working area and hardstandings to permit use of scaffolding by the Supplier	<input type="checkbox"/>	<input checked="" type="checkbox"/>
T	Rubbish skips (located at designated point on site) and disposal of waste to comply with all regulations	<input type="checkbox"/>	<input checked="" type="checkbox"/>
U	Plant, small tools and tackle	<input checked="" type="checkbox"/>	<input type="checkbox"/>
V	The finished floor in and around the installation site with a tolerance across the diameter +/- 5mm	<input type="checkbox"/>	<input checked="" type="checkbox"/>
W	Setting out including provision of all levels datums and gridlines	<input type="checkbox"/>	<input checked="" type="checkbox"/>
X	Dealing with asbestos	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Y	Restriction of access to the site whilst the Supplier is installing the works to ensure safety to non-Supplier personnel. Note that this may include but is not limited to hoarding, hereas fencing etc	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Z	Protection of all surrounding equipment, floors, furnishings etc during installation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
AA	Protection and responsibility of the Supplier's works until Supplier's Practical Completion unless otherwise stated in the Order Acknowledgement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
AB	Protection and responsibility of the Supplier's works after Supplier's Practical Completion	<input type="checkbox"/>	<input checked="" type="checkbox"/>
AC	Security	<input type="checkbox"/>	<input checked="" type="checkbox"/>
AD	Builders work	<input type="checkbox"/>	<input checked="" type="checkbox"/>
AE	Cleaning of Contract Works immediately after Supplier's Practical Completion under site condition lighting excluding removal of protective tape	<input checked="" type="checkbox"/>	<input type="checkbox"/>
AF	Final clean under end user lighting including removal of protective tape	<input type="checkbox"/>	<input checked="" type="checkbox"/>
AG	Maintenance after Supplier's Practical Completion	<input type="checkbox"/>	<input checked="" type="checkbox"/>