



## **TERMS AND CONDITIONS FOR CPI MOLING LTD**

1. The meaning of the Company is CPI Moling Ltd.
2. This quotation is based on the price costs and rates of goods, materials and labour and is subject to VAT ruling at the date of submission of the quotation by the Company. Prices are valid for a period of one month from the date of the quotation.
3. The Company offers, subject to your acceptance within one month of the date of the quotation, to supply goods and services in accordance with the quotation. The cost quoted will remain valid for a period of one month after which time the cost may be altered as we reserve the right to pass on any increase in cost for materials in line with supplier's costs.
4. Cancellation of orders placed by the customer cannot be accepted without written agreement from the Company.
5. The total cost shall be paid on receipt of the Company's invoice presented upon completion of the work. Where the work is not completed within one month of starting, the Company shall be entitled to monthly payments on account equal in total to the full value of goods delivered to the site and works executed.
6. In the event of the Customer's order containing special conditions, the order will only be accepted by us on the understanding that those conditions are not a variance with our own or, if there is a variation, that the Company's terms and conditions shall prevail.
7. This quotation may be subject to a credit worthiness check after acceptance and before the work commences.
8. The Company shall not be liable for delays of non-performance due to strikes, lock-outs, acts of third parties or other events not within the Company's control.
9. Where a valid claim in respect of works described in this quotation is based on any defect in the quality of work or goods supplied, the Customer shall be entitled to have the defect to the works rectified or any goods replaced free of charge but the Company shall have no further liability to the Customer. The Company accepts no liability for loss or injury of any kind arising out of or in connection with the works described in the quotation except where death or injury is caused by negligence of the Company or its employees.

10. Property and goods supplied by the Company shall remain the Company's property until all sums due from the Customer to the Company are paid. The Customer is responsible for cover against all risk of loss, damage or destruction of such goods.
11. If other than by reason of default by the Company, the works are not able to be completed within one year from acceptance of the Customer's order, the Company may cancel the contract but shall be paid for all works done and materials delivered up to the date of cancellation.
12. The Company reserves the right to suspend deliveries of materials or services by non-compliance of terms.
13. The Company reserves the right to charge interest on overdue accounts at 2% above the minimum lending rate in force at the Bank of England.
14. The Company reserves the right to pass on any price increase from suppliers 60 days from submission of our quotation.
15. Where the work relates to service pipe repairs, the quotation allows for one excavation only.
16. Where the service pipes are to be renewed by means of thrust boring using hydraulic moling machinery, the quotation will only apply if, in the opinion of the Company, hydraulic moling can be safely used without damage to other apparatus in the vicinity.
17. Any works cancelled through no fault of CPI Moling will be charged at a minimum half day rate, which is depending on the location of the works.
18. The company does not accept responsibility for any rust or lime scale deposits that may occasionally be loosened in the customers' existing pipework when we restore full water pressure after laying or working on pipework. This beyond our control and is sometimes a natural consequence of high pressure water flowing through older pipework.
19. The companies Contractors are only responsible for the pipework being installed or worked on directly by our engineers and can only guarantee the connections onto new PE Pipe. Any other pipework or problems which may arise from existing pipework will remain the responsibility of the customer / property owner
20. All tarmac areas will be fully reinstated although the Company offer no guarantee to match colour and texture of existing tarmac surfaces.
21. The legal responsibilities of all required permissions i.e. Opening Notices, Rights of Access, Easements, tree preservations orders etc. are for the Customer to explore, therefore the Company take no responsibility for any works not carried out in accordance with requirements.
22. These conditions shall constitute the entire agreement between the Customer and the Company. Misinformation to the Company will result in any fines or costs for damage to be passed accordingly to the Customer.
23. All contracts for the sale of materials or services are in accordance with English Law.