



# AGI Ltd

## Terms & Conditions of Sale (2019)

**Variations of Price;** Website prices exclude shipping, installation and VAT. Comprehensive quotations supplied by AGI are based on the cost of labour, fuel, transport & materials ruling as at the date of tender. We reserve the right to pass on to you any subsequent increase in cost, which may occur up to the date of commencement and or during the progress of the work. Prices assume good vehicular access and free working space within a 20m distance from the installation area. All prices are estimated until a AGI survey has been completed.

### **Cancelled Orders:**

There shall be a 25% administration charge for orders or part orders cancelled. All charges, including delivery, incurred in returning goods have to be met by the Customer (unless such cancellation is because of the Company's failure to perform its obligations).

### **General;**

AGI Ltd requires 72 hours' notice in the event of a change in scheduling for our works and reserve the right to charge an aborted site visit charge of £675 should this change in scheduling occur within the 72 hours prior to our commencement on site. Aborted site visits shall be charged at a rate of £850 per day. Force Majeure, forecasts as to the dispatch of goods, installation of materials and completion dates of installations are given in good faith. We accept no liability whatsoever where non-delivery or delay in installation completion is due to events beyond the Company's control. AGI will not in any way be held responsible for any infringement or alleged infringement upon patents, registered design rights or copyrights by any designs provided by the Customer. The Customer will indemnify us against all damages and costs incurred by us as a result of the infringement or alleged infringement. AGI cannot be held responsible for any changes to design and as such any additional labour or materials, which may arise from this, will be charged for accordingly. It is the responsibility of the Customer to obtain any local authority planning permissions or relaxation of building regulations. Whilst the up most care will be taken during the installation process, we cannot be held responsible for any damage which may occur to the access route and as such have not included any cost of reinstatement or adjustment to make good any adjoining surface, soiling, seeding or landscaping. AGI will not accept liquidated damages by a main contractor under any circumstances. AGI surfaces are covered by our 5 year guarantee and as such we do not allow any retentions to be held.

It is the client's responsibility to install safety signage and notices that clearly identify emergency contact details, safety information, usage requirements, any restrictions and specific equipment age ranges prior to the opening of the area following any remedial work or new installations.

Sub-bases and Edge detail; When provided a solely surfacing contract, all equipment, structures and sub-bases are to be installed by others prior to AGI Ltd commencement on site unless otherwise agreed. All sub-bases must fall within the parameters specified in our technical data sheet. Any additional costs such as waiting time, additional labour and materials shall be charged for accordingly. It is the main contractor's responsibility to ensure good drainage to any site. We cannot be held responsible for any loss or damage caused by any drainage issues, furthermore any additional

labour, materials or waiting time costs incurred by AGI will be charged to the customer accordingly. All edgings previously installed by others must meet AGI specification.

Security; AGI will accept responsibility for the protection of the surface for the duration of the curing period unless otherwise stated. Site works will be protected by plastic barrier fencing throughout the installation period. AGI Ltd have not included for the provision of Harras type fencing or any other additional security, which, if necessary, shall be provided by the customer.

Variations of Work; any adjustments of contract price necessitated by any variation of works shall be agreed at the time such variation is ordered & shall be changed on a time & material basis. When surfacing, all areas are subject to a re-measure upon completion. AGI reserve the right to increase the unit rates per metre should the area decrease in size or should any additional area increase the total number of days spent on site.

Facilities; Unless otherwise stated, our quote is based upon direct & safe vehicular access for deliveries of our goods, plant & materials to the site of work & in the event of such access not being available at the time, any extra cost occurred by us shall be paid for by the customer / ordering party.

Site Preparation; We require being able to dispose of excavated soil / spoil on the site that the works is taking place on. This can be tipped either in one pile or spread loosely in an agreed location. We do not allow any further preparation of the soil / spoil. If you require us to remove the soil / spoil from the site then the appropriate charges for this will be paid by the customer or ordering party. This does not apply if the quotation already clearly states that the soil has been priced to be removed from site. This policy is in line with our environmental policy of reducing emissions & soil contamination.

Site Anomalies; If we arrive on site & find that the information regarding the site layout, surface, access or preparation that we received from the customer over the phone/fax/post or e-mail is different, or has factors that affect our working timescale, cost & ability, then we reserve the right to pass this costing onto the customer / ordering party. If asbestos is discovered on site all associated costs for removals and delays to an installation will be passed to the customer / ordering party.

Maintenance Guarantee & Warranty; If our quotation is submitted to a required specification, we do not warrant or guarantee (either expressly or by implication) that such specification is suitable for the conditions to be met.

\*AGI surfaces are covered by our 5 year guarantee and as such we do not allow any retentions to be held. The 5 years is made up of 1 year for materials & labour & 4 years for materials only. We do not guarantee the performance of our surfacing when laid onto existing safety surfacing, slabs, flags or other hard areas not approved by us. Sub base inspections are based on integrity of surface at time of installation. When our rubber mulch product is supplied, light shedding of dislodged rubber shreds is expected. Mechanical, vandalism or deliberate damage is not covered. There shall be no problems caused by organic growth through the mulch surface. Surface growth is not covered. There are no formal maintenance requirements or routine procedures needed to maintain the integrity of the rubber mulch surfaces or for the warranty to remain valid. Any cleaning of the surface or removal of growth etc. is purely at the discretion of the user for aesthetic reasons only, and only a light brush and water should be used. In the unlikely event that repairs are needed to a rubber mulch surface; AGI Ltd's liability is limited to re-establishing the integrity of the surface as fit for purpose only, we cannot accept complaints based purely on aesthetics nor can we consider claims for consequential loss. No warranty will be offered with regards to any issues arising from sub-base movement caused by any means. All guarantees are only valid once full payment is complete and made within the pre-defined time frame.

Repairs to Existing Surfacing; AGI Ltd does not guarantee overlays. We do not warranty the bond between the old and new surface and any movements which may occur in the existing surface. AGI Ltd cannot guarantee the bond between old and new surfacing. This is due to the differing rates at which adhesives/resin expands and contracts. This includes (but is not limited to) Edging Band Repairs and Patch Repair.

Licences, Permits Etc; our accounts shall be paid within 14 days of invoice, subject to account status and order value, advance payments may be required. Should, for any reason other than delay by AGI Ltd, the confirmed delivery date of the goods be delayed, we reserve the right to invoice for goods and services undertaken to date, and payment will

become due for the work(s) completed and invoiced. If not so paid then we reserve the right to charge interest thereon at the rate of 5% above the Bank of England minimum lending rate from the date on our invoice up until the actual date of the cleared funds in our account. When the work is carried out in stages then we reserve the right to submit our accounts for such portion or portions of work completed as aforesaid within 30 days of such account being posted by us, we reserve the right to suspend any further work without prejudice to any other remedy & / or right of action open to us. If a deposit is required this must reach us as clear funds 14 days before we are due to arrive on site to install the equipment, or provide the service, or services agreed in the quote. We understand that there are sometimes occasions & reasons why customers cannot or will not pay the 50% deposit. On such occasions both parties must agree an agreed payment term in writing before the contract commences.

Completion; We do not accept any liability for delays or the non-execution of the contract or agreed work either in whole or part that is due to causes beyond our control. The date that we may give for commencement of work is a 'target date' & as such we may require commencing work on, before or after that date. We may on occasions have to change the agreed date to a time agreeable to both parties without prejudice to the contract or quote agreed.