

# Ruskin Air Management Limited - Terms and Conditions of Sale

## 1. Formation of the Contract

A contract between the parties shall only be formed when Ruskin Air Management Limited ('Ruskin') accepts any order, instruction or letter of intent from the Buyer in writing. A written acceptance by Ruskin shall constitute an unequivocal agreement by both parties to be bound by these terms and conditions.

## 2. Definitions

The following words and phrases shall have the meaning set out below unless the context or specific clauses in this contract provide otherwise :-

Word or phrase	Meaning
'Adjudicator'	the person appointed by the Confederation of Construction Specialists in accordance with clause 18 of these terms and conditions.
'Buyer'	the company, firm or person whose order, instruction or letter of intent has been accepted by Ruskin in writing.
'contract'	the contract between Ruskin and the Buyer for the sale and purchase of goods or the supply and installation of goods.
'Due Date for Payment'	the date on which Ruskin's entitlement to payment becomes due under the contract.
'Final Date for Payment'	the date on which payment must be made by the Buyer to Ruskin.
'goods'	the goods to be supplied by Ruskin to the Buyer.
'specification'	the specification of the goods provided by the Buyer to Ruskin or agreed between the parties.
'the Works'	the sale and purchase of goods or the supply and installation of goods by Ruskin together with any variations made in accordance with the contract.

## 3. General Obligations of Ruskin

- i. Ruskin shall carry out and complete the Works in accordance with the contract documents and in a proper and workmanlike manner.
- ii. Ruskin shall supply goods of a satisfactory quality.

## 4. General Obligations of the Buyer

- i. The Buyer shall provide Ruskin with an accurate specification of the goods or the Works. In the event that the Buyer's specification is inaccurate and such inaccuracy causes a delay to the completion of the Works, then Ruskin shall be entitled to an extension of time under clause 12 and loss and expense and/or damages under clause 11.
  - ii. The Buyer shall provide free of charge to Ruskin all reasonable and necessary attendances and facilities to enable Ruskin to unload, store and carry out and complete the Works on site in addition to providing those attendances and facilities set out in the contract documents.
- ## 5. Price
- i. The price of the goods or the price of the Works is set out overleaf or on the attached quotation or order acknowledgement and is exclusive of VAT which shall be due at the rate ruling on the date of the order.
  - ii. The price for the goods or the price for the Works shall be adjusted to take into account any variations in any direct or indirect cost to Ruskin since the date of the formation of the contract and may be added to the price payable by the Buyer to Ruskin.
  - iii. The price of the goods or the price for the Works shall be due in full without the Buyer being entitled to exercise any set-off, lien abatement or any other similar right or claim.
  - iv. The Buyer is not entitled to deduct any discount unless the same appears within the contract documents.

## 6. Payment

- i. The Due Date for Payment and the Final Date for Payment for the goods or for the Works shall be no later than 30 days from the date of any invoice issued by Ruskin to the Buyer.
- ii. VAT, where applicable, will be added to the price.
- iii. The Buyer shall comply in all respects with Sections 110 & 111 of the Housing Grants, Construction and Regeneration Act 1996.
- iv. Ruskin will charge the Buyer interest and claim compensation on any late payment in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

## 7. Suspension of the Works

If any payment has not been received in full by Ruskin by the Final Date for Payment then :-

- i. Ruskin may serve on the Buyer a written notice of intention to suspend all further work and performance of the contract and shall be entitled 7 days after service of the notice to suspend work and the further performance of the contract until payment in full has been received.
- ii. The Buyer shall allow Ruskin a reasonable period of time in which to re-commence the Works following payment and shall pay Ruskin's reasonable costs and expenses of re-mobilisation in such event.
- iii. The period of suspension shall not count as a period of delay for which Ruskin is liable.

## 8. Defects Liability Period

The Defects Liability Period shall be 12 months from the date the goods are supplied or the Works are practically complete. Any claim for defective goods or workmanship, other than glass which shall be notified forthwith in writing, shall be notified to Ruskin in writing within 14 days of the date of discovery and Ruskin may, at its own option, either repair or replace the defective goods or perform again the workmanship complained of.

## 9. Retention of Title

All goods supplied and all goods delivered to site for incorporation into the works shall remain the property of Ruskin until payment in full has been received by Ruskin.

## 10. Variations

- i. The Buyer acknowledges that any variation to the Works may have a time and cost implication.
- ii. The value of all variations required by the Buyer shall be set out by Ruskin in a lump sum quotation which, if agreed, shall be added to the price. If not agreed, Ruskin will value the variation on a fair and reasonable basis which value will be added to the price.

## 11. Loss and/or Expense

If the regular progress of the Works is either prolonged and/or disrupted and/or otherwise materially affected by any act, omission or default on the part of the Buyer (including those for whom the Buyer is responsible) then Ruskin shall notify the Buyer in writing within a reasonable period of time of such matters and provide details of the direct loss and/or expense incurred by Ruskin. The direct loss and/or expense incurred by Ruskin shall be added to the price and shall be paid by the Buyer to Ruskin in the payment due to Ruskin immediately following the notification referred to herein.

## 12. Extension of Time

- i. If the preparation, performance or completion of the Works is delayed, disrupted or hindered by any event, circumstance or cause beyond Ruskin's control then the period for the completion of the Works shall be extended by the same period of time as the period of delay, disruption or hindrance. In addition, if requested to re-mobilise its workforce, Ruskin shall be granted a further 10 days extension of time.
- ii. Ruskin shall constantly use its best endeavours to prevent delay to the progress of the Works.

## 13. Cancellation

The Buyer shall be liable for all damages, losses, expenses, including loss of profit from the date the Buyer determines this contract or Ruskin's employment under this contract.

## 14. Liquidated and Ascertained Damages

Liquidated damages for any delay caused by Ruskin shall be limited to 1% of the contract price per week for a maximum of 10 weeks.

## 15. Consequential Loss

Under no circumstances shall Ruskin be liable for consequential loss of any nature.

## 16. Delivery

- i. Delivery shall be ex works Ruskin's premises, unless otherwise agreed in writing.
- ii. Time of delivery of the goods is not of the essence of the contract.
- iii. From the time of delivery the goods shall be at the Buyer's risk.

## 17. Notices

- i. Any notice or document may be served on the other party by any effective means.
- ii. The effective means are a properly addressed, pre-paid notice served by first class post at the last known business address of the other party.

## 18. Adjudication

- i. Either party may at any time refer any dispute arising out of this contract to adjudication in accordance with The Scheme for Construction Contracts (England and Wales) Regulations 1998.
- ii. The Adjudicator Nominating Body under the Scheme shall be the Confederation of Construction Specialists.

## 19. Third Party Rights

Nothing in this contract shall confer or purport to confer upon any third party any benefit or right against Ruskin or the Buyer.

## 20. Law

The laws of England and Wales shall apply to this contract.

## 21. Exporting Goods

- i. The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the goods into the country of destination, and into any country through which the goods are transported, and for the payment of any duties on or in respect of the importation or transportation of the goods.
- ii. The Buyer shall be responsible for arranging for testing and inspection of the goods at Ruskin's premises before shipment. Ruskin shall have no liability for any claim in respect of any defect in the goods which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit.
- iii. Payment shall be made by the Buyer in accordance with Ruskin's offer/quotation/proforma invoice.