

Supply of Goods & Services:-

1. CFL's T & C's will be issued with every quotation to a new customer and with every trading account application form. CFL's T & C's will apply to all works unless agreed otherwise in writing by a CFL Director.
2. Acceptance of CFL's quotation includes the acceptance of the following T & C's.
3. Where any condition or contract clause in the customer's T & C's, be unspecific regarding any item mentioned in CFL's T & C's, then CFL's T & C's shall apply.
4. CFL's quotations are open for acceptance for 30 days and are subject to CFL's confirmation upon receipt of Order.
5. CFL will issue a quotation for all works prior to commencement on site and unless agreed in writing by a CFL employee, this shall be the fixed price value of the Order, contract or sub-contract (herein after referred to as the Order).
6. Any variations to the Order will be quoted, in writing, and a separate Variation Order (VO) will be issued by the customer for each variation. If no VO is issued, then after 30 days, CFL's quotation will be deemed to be accepted in full and CFL will invoice the work as it is completed, under the original Order. No disputes over quoted sums for variations will be entertained after the 30 day period. It shall be the customer's responsibility to get any third party authorisation for CFL's work, or for the value of CFL's work.
7. Drawings or Specifications produced by CFL must not be reproduced or divulged to any third party without CFL's prior written permission.
8. Whilst every effort will be made by CFL to comply with any agreed delivery and completion dates, no responsibility can be accepted by CFL for delays caused by strikes, fires, break-downs, force majeure, or any other causes beyond CFL's control.
9. If the customer is unable to accept delivery on the agreed date, CFL reserve the right to make a claim for payment for any carriage charges, equipment, or materials due to be delivered. Furthermore, if manufacture, supply and installation is delayed or cancelled, by act or default on the customer's behalf, CFL reserve the right to make a claim for loss and expense arising from the delay.
10. Goods delivered to site remain CFL's property, until payment is made in full. The customer shall ensure proper supervision and the protection control of the site, for protection and security of such goods at all times.
11. The customer is to provide, free of cost to CFL, convenient access to, on and about the site, and all reasonable facilities for continuously carrying out the work during normal working hours (8:00am to 16:30pm). The customer will also provide, without cost to CFL, an electric current for tools, motors and welding plant.
12. Practical completion of CFL's works will be deemed to be achieved when CFL's quoted works are complete.
13. At practical completion stage, customers will be offered a chance to witness any commissioning, and to a free demonstration of the working system. Should the system be unable to work due to reasons out of CFL's control, then 95% of the contract sum will be invoiced at that time. However a maximum of three months grace will be given until the job is invoiced by CFL in full.

Warrantees and Guarantees:-

1. In lieu of any warranty implied by law, CFL expressly guarantee to repair or replace any part of the work which develops defects in material or workmanship within a period of twelve months from the date of supply or installation by CFL (the practical completion date). This guarantee does not extend to cover any claim arising from fair wear and tear, willful damage, negligence or unskilled attendance in operation of the installation. CFL do not accept responsibility for consequential losses, damage, or expenses which may result from such defects, but in the case of goods not of CFL's manufacture, CFL's customer is entitled only to such benefits as CFL may receive under any guarantee given to CFL in respect thereof.
2. Some equipment supplied by CFL may have longer guarantee periods than the standard 12 months mentioned above. CFL will pass these extended terms on to the customer but only to cover the cost of spare parts obtained from the manufacturer concerned. All labour and material costs, expended by CFL after the initial 12 month guarantee period, will be charged to the customer in full.
3. All equipment supplied by CFL shall be commissioned and a commissioning certificate shall be issued by CFL. Without a commissioning certificate the warrantees, guarantees or defects liability for goods or services shall not be valid or apply. The commissioning certificate shall not be issued until full payment has been received.
4. All equipment supplied by CFL will require servicing on a minimum bi-annual basis. Should the customer choose not to have the equipment serviced by CFL, then any warrantees and guarantees will not be valid and will cease to apply after six months from the practical completion date.

Payment Terms:-

1. Apart from as described above, invoices will be due for payment 30 days after the invoice date month end. Any deviation from these terms must be agreed in writing by a CFL Director.
2. Value Added Tax or other Tax payable (if any), is not included in the prices shown in this proposal unless expressly so stated but will be chargeable at the rate applicable at the time the tax invoice is raised.
3. Should a CFL invoice be unpaid after 15 days over agreed payment terms, then all works and supply of goods for the customer shall cease. In this event, all costs associated with the cessation of works, shall be borne by the customer and added to the Order value. Notification of CFL's intention to withdraw goods and services in this event will be given by written communication at least 7 days prior to the cessation of works date.
4. Should invoices remain unpaid after 15 days in excess of the agreed payment terms, interest on the outstanding amount will be charged. This will be calculated on a daily basis, at 5% above the Bank of England base rate, and back dated to the invoice due date. Legal action for debt recovery will be automatic if the invoice remains a further 30 days over the agreed terms. If legal action is commenced, then the customer will be responsible for all additional costs incurred.
5. If CFL's works should run over a month end (or over multiple months), then any works completed by CFL, will be invoiced in monthly stage payments. CFL will invoice for materials on site (fixed and unfixed) plus any time for labour charges. If CFL are charging for labour on an hour or daily rate basis, then our rates are fixed annually and published on our web site www.chillflame.com. Materials will be charged at cost price plus 15%. CFL will value the amount of the monthly claims and the customer may contest, or certify, the valuation within a period of 15 days from the date of invoice. Any discrepancy or difference between CFL's valuation and the customers valuation of CFL's works, after the 15 day period, will not be considered.
6. Should retentions apply to the Order, monthly stage payments will have retentions deducted by CFL, prior to invoicing. When practical completion is achieved, half of the retentions will be due for release and will be invoiced by CFL immediately. A further 12 months from CFL's practical completion date, the balance of the retentions will be invoiced. Should the overall project suffer delays to its practical completion, due to any other party apart from CFL, then this shall not delay prompt payment to CFL. Retention release invoices will be treated to the same payment terms and conditions as for stage payments.

Customer Accounts:-

1. New companies wishing to open a trading account with CFL must complete an application form, which will require the customer to agree to CFL's T & C's. When the account is open, the customer will be notified in writing. The account will have a financial trading limit appropriate to the level of business to be conducted and the credit rating of the customer.
2. New Customers not wishing to open a trading account with CFL must pay 50% of the quoted sum with order, with the balance due at practical completion stage. First time customers will not be given an account with CFL until their credit worthiness has been established to the satisfaction of CFL.
3. Should legal action be instigated by CFL for any reason whatsoever, then the status of the customer's trading account will be suspended, until re-instated in writing by a CFL Director.

Determination:-

1. CFL shall be entitled to determine the Order in the event of the customer committing an act of bankruptcy, making composition with creditors, having a receiver appointed, presenting or having presented petition for your winding up of resolving that it shall be wound up voluntarily. This clause shall be without prejudice to any right CFL shall have to retain or recover due damages.

Errors and Omissions:-

1. CFL reserve the right to amend any error or omission in our quotations.