

Mike Bailey
manchester

20 June 2017

Our Ref: P14214/Q32452

For the Attention of Mr MIKE BAILEY

Dear Sirs,

Re : easi joists, Manchester

Further to your recent enquiry inviting us to submit our tender for the supply of trussed rafters to the above development. Our price is based on the following design criteria and subject to your acceptance of our terms and conditions and the important notes listed at the end of our material schedule attached, hence, we would quote as follows:

Quotation Summary

(SEE IMPORTANT NOTES AT THE END OF OUR SCHEDULE)

	Untreated Unit Price	Untreated
easi joist	£125.80	£125.80
Total (Excl. VAT)		£125.80
Plus VAT at 20%		£25.16
Total Price		£150.96

We hope the above meets with your approval and look forward to hearing from you in due course.

Yours Sincerely

Kurt Mullarkey

kurt.mullarkey@heywoodrooftruss.com

For and on behalf of Heywood Rooftruss Co Ltd



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easi joist

EASI-JOISTS

1 No. J001  8000mm WS400 Joist 1x1 ply
400mm spacing

IMPORTANT NOTES

- 1) Supply only of the materials named and listed above
- 2) All timbers untreated, Unless otherwise noted. Please add 10% if treatment is required.
- 3) Generally we are working on a 2 working week delivery period from approval of our drawings/confirmation of all site dimensions (not necessarily from receipt of your order) - Sometimes this delivery period alters please enquire at time of order.
- 4) All deliveries will be made on a NON-HIAB equipped 24ft flatbed or 40 ton Articulated vehicle, if a hiab off load is required, please inform us, upon order and we will check availability and confirm any price alterations before manufacture.
- 5) Unless otherwise noted on our schedule above, We do not quote for OSB/Plywood rafter bracing to Raised Tie/Attic trusses, if required please request and we will amend our schedule and quote accordingly
- 6) Our timber meets the European Standard EN14250:2010(E) and the following clause in that Standard:
 - a) Structural timber shall be strength graded using grading standards and methods complying with EN14081-1.
 - b) In addition to the specified grade requirements, structural timber shall also meet the following criteria for geometrical defects, i.e. Spring, Bow, Twist and Cup, as defined in EN844-3 and measured in accordance with EN1310:
 - 1) Spring: 4mm maximum per 2m length
 - 2) Bow: 6mm maximum per 2m length
 - 3) Twist: 2mm maximum per 25mm width per 2m length
 - 4) Cup: 2mm maximum per 100mm of face.
- 7) Low Level Porches and Bays formed in loose timbers, designed and supplied by others, Unless specifically requested and scheduled above.
- 8) This design/quote allows for tile battens to be spaced at a maximum of 360mm centres
- 9) While we endeavour to meet our clients delivery requirements (by agreement), we do not offer timed deliveries, hence we can not be held responsible for crane hire charges, should our wagons not arrive at a particular time of day.
- 10) Access to site and off loading is the sole responsibility of you or your clients, they must ensure there is adequate access and off loading facilities available on the day of delivery.
- 11) Due to our wagons being required to visit other sites on the same day as your delivery, it is imperative that your site does not delay the unloading process. We allow 1 hour for unloading from arrival on site, should unloading take longer than this, then additional standing time charges may apply. (Failed deliveries through no fault of Heywood Roof trusses will also be chargeable)

12) This quotation does not allow for the Roof Trusses or Standard Stability bracing, to support or restrain any internal or external, Timber Frame Panels/Brickwork/Blockwork or Steelwork Walls against Wind Load, if Wind Girders or Wind Beams are required, please confirm the loadings to be applied to the walls/roof trusses and we will amend our quotation accordingly (This may constitute employing separate structural engineer to carry out/detail and warranty the designs, subject to the wind loading requirement provided to us by the building designers, usually the scheme Structural Engineers or Architects).

13) Heywood Timber Engineering's role within this contract, would be Roof Truss Supplier Only, with the Builders Designers being responsible for the stability of the structure as a whole (including all permanent wind bracing and any wall bracing, unless a request/order has been made for us to provide a detail for Wind Beams/Wind Girders, as mentioned in point 12 above), The reason we don't include Wind Girder/Beam design, unless requested, is that it may be quite costly (subject to the wind loadings provided by the building designers). especially, If we need to employ a separate structural engineer and provide his warranty as well as provide the materials resulting in any such Wind Girder/Beam design. It is our clients responsibility to ensure this is/is not required before placing any official orders with ourselves.

14) Unless noted otherwise in the general information above the price, All trusses are designed and spaced at 600mm centres, In order for us to be competitive, If differing centres are specifically required you must inform us before placing any orders, As the design and cost may alter significantly in some cases.

15) If Gable Ladders are not listed above, then they have not been quoted for, If they are definitely required, Please inform us before ordering and confirm the width your require, and we will amend the design and amend the quote accordingly.

16) Heywood Timber Engineering will use reasonable endeavours to deliver ordered goods on the agreed delivery date. 48 hours notice is required if you wish to change this date. If no such notice is provided or goods turned away from site, a missed delivery charge of £400 will be levied. Furthermore, 5 days notice is required to re-schedule a cancelled delivery.

17) This truss and stability bracing design/quotation, does not allow for the trusses and stability bracing to restrain any wall heads or restrain any masonry against wind forces, This quotation assumes the scheme engineers have taken into account any wall restraint issues prior to our quotation being accepted (by means of wind posts or plywood diaphragms, all designed and detailed by the scheme engineers with materials provided by others).

HEYWOOD ROOFTRUSS COMPANY LIMITED - Conditions of Sale

THIS IS AN IMPORTANT LEGAL DOCUMENT WHICH YOU SHOULD READ BEFORE ENTERING INTO ANY CONTRACT WITH US FOR THE SUPPLY OF GOODS BY US TO YOU. YOUR ATTENTION, IN PARTICULAR IS DRAWN TO CONDITION 7 WHICH CONTAINS LIMITS AND EXCLUSIONS OF OUR POTENTIAL LIABILITY TO YOU.

INTERPRETATION

1.1 In these Conditions:-

“Calculations”	means such technical calculations relating to the structural integrity of the Goods as we agree to provide to your customers (or such other person or persons as we may from time to time decide) following the delivery of the Goods
“Conditions”	means the conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between you and us
“Confidential Information”	means information relating to our business services and affairs which may from time to time be, or be treated by us, as confidential. This will include all trade secrets including without limitation formulae, processes, methods, inventions, technical data and know-how relating to our business
“consumer”	as defined in the Unfair Contract Terms Act 1977
“Contract”	means the Contract between you and us for the purchase and sale of the Goods incorporating these Conditions
“Goods”	means the engineered timber products and ancillary products which we are to supply in accordance with these Conditions
“Specification”	means the written specification for the Goods which is produced prior to the Contract being entered into and for which you are solely responsible
“Standards”	means BS:EN14250:2010 and within structural tolerances complying with BS:EN14081-1, EN844-3 and EN1310 (in each case where applicable) or such other standards as we may from time to time decide

1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

1.3 These are the Conditions upon which we, Heywood Rooftruss Company Limited (company number 5227378) (trading as “Heywood Timber Engineering”) deal with you, our customer. They govern all our dealings with you to the exclusion of any other terms and conditions subject to which any order for the Goods and/or the Services is purported to be made by you.

1.4 No variation of these Conditions shall bind us unless we agree it in writing.

1.5 Neither our employees nor our agents are authorised to make any representations concerning the Goods unless confirmed by us, acting by an authorised signatory, in writing. You acknowledge that you do not rely on any representations which are not so confirmed. Brochures advertising and other promotional material issued by us or on our behalf do not form part of the Contract nor is any statement contained therein a representation or warranty on which you have relied in entering into the Contract.

1.6 If we waive any breach of the Contract, it should not be considered by you to be a waiver of any further breach.

1.7 If any provision of these Conditions is held to be invalid or unenforceable in whole or in part the remainder of these Conditions shall continue to apply.

1.8 The Contract shall be governed by the laws of England.

ORDER AND SPECIFICATION

2.1 No order submitted by you shall be deemed to be accepted by us unless and until confirmed by us in writing.

2.2 You shall be responsible to us for ensuring the accuracy of the terms of any order (including without limitation the Specification) which you submit and for giving us any necessary information relating to the Goods within a sufficient time to enable us to perform the Contract in accordance with its terms.

2.3 The quantity, quality and description of the Goods shall be those set out in the Specification and you will be responsible for ensuring such description is accurate.

2.4 You may not cancel or vary any order for Goods which we have accepted unless we agree to such cancellation or variation in writing and in such circumstances you shall indemnify us in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses which we have incurred as a result of the cancellation.

2.5 We reserve the right to make any changes in the specification or packaging of the Goods which are required to conform with any applicable safety or other statutory requirements or which do not materially affect their quality or performance.

2.6 We reserve the right to sub-contract out the supply of the Goods (in whole or in part) at our sole discretion.

2.7 Where we deliver and/or install Goods in instalments or at different times over a period of time, whether under separate purchase orders or not, such deliveries or installations shall be separate contracts and shall be invoiced separately. You shall pay such invoices without deduction or set off in accordance with these Conditions without reference to and notwithstanding any defect or default or other claim which you have or may have in relation to any other delivery or installation or any other Contract between us

CONTRACT PRICE

3.1 The price of the Goods shall be our quoted price together with the cost of delivery, freight, insurance and similar items. All prices quoted are valid for thirty days only. After this time we may alter the price at any time before we accept your order without giving you any notice.

3.2 We reserve the right where you are not acting as a consumer, by giving you notice at any time before delivery of the Goods to increase the price of the Goods to reflect any increase in the costs of processing the Goods due to any factor beyond our control, for example any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture, any change in delivery date or quantities requested by you or any delay caused by any of your instructions or your failure to give us adequate information or instructions.

3.3 All prices quoted by us will be exclusive of value added tax, which you will also be liable to pay to us.

TERMS OF PAYMENT

4.1 Unless other payment terms are agreed at any time prior to our acceptance of your order (for instance, if you pay by credit card on your order) we shall be entitled to invoice you for the price of the Goods at any time after we notify you that the Goods are ready for collection, or we have attempted to effect delivery of the Goods in accordance with the Contract.

4.2 You must pay the price for the Goods within 30 days of the date of the invoice notwithstanding that delivery of the Goods may not have taken place and that property in the Goods has not passed to you. The time of payment of the price shall be of the essence of the Contract.

4.3 If you fail to pay us on the due date then, without prejudice to any other right or remedy available to us, we shall be entitled to:-

4.3.1 Cancel the Contract or suspend any further deliveries of Goods to you;

4.3.2 Withhold the preparation and/or delivery of any Calculations (or any of them);

4.3.3 charge you interest (both before and after judgment) on the amount unpaid at the rate of 4% per annum above the base rate of HSBC Bank plc from time to time until payment is made in full.

DELIVERY OF GOODS

5.1 Unless Condition 5.2 applies, you will take delivery of the Goods by collecting them at our premises when we notify you that the Goods are ready for collection or, if some other place for delivery is agreed between us, by us delivering the Goods to that place.

5.2 We may, at our discretion, agree to deliver Goods to an address in mainland Great Britain nominated by you. We reserve the right to charge reasonable delivery charges in addition to the price quoted for doing so. You must give not less than 48 hours' written notice to change any date agreed. If you do not give us proper notice and/or we are unable to effect delivery on the agreed time and date through no fault of our own (for instance because we are turned away from the address in question), you will pay us a charge of £400 to reimburse us for the fair and reasonable costs of delivery which we shall invoice and you shall pay on the terms of Condition 4. You must then give us not less than 5 days' notice of any rescheduled date.

5.3 Any dates quoted for delivery of the Goods are approximate only and where you are not acting as a consumer, we shall not be liable for any loss or damage due to our failure to deliver the Goods promptly, or at all, howsoever caused. In particular (but without limiting the generality of the foregoing) we shall not be liable for any delay caused by matters outside our control or by your fault. Time for delivery shall not be of the essence of the Contract unless previously agreed by us in writing. We are entitled to deliver the Goods in advance of the quoted delivery date upon giving you reasonable notice.

5.4 If we fail to deliver the Goods (or any instalment of them) for any reason other than any cause beyond our reasonable control or your fault, and we are accordingly found to be liable to you, our liability shall be limited to the excess (if any) of the cost to you (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.

5.5 In addition to the provisions of Condition 5.2, if you fail to take delivery of the Goods or fail to give adequate delivery instructions (for reasons other than our fault) then, without prejudice to any right or remedy available to us, we may store the Goods until actual delivery and charge you for the reasonable costs (including insurance) of storage and/or redelivery. You will be liable to pay for the Goods in full regardless of any such failure to take delivery.

5.6 Where we are to deliver the Goods in instalments, each delivery shall constitute a separate contract and failure by us to deliver any one or more of the instalments in accordance with these Conditions or any claim by you in respect of any one or more instalments shall not entitle you to treat the Contract as a whole as repudiated.

5.7 For the avoidance of doubt, we shall be under no obligation to prepare and/or deliver the Calculations unless and until we have received the price in full for the Goods in cash or cleared funds.

RISK AND PROPERTY

6.1 Risk of damage to or loss of the Goods shall pass to you:-

6.1.1 In the case of Goods to be delivered at our premises, at the time when we notify you that they are available for collection; or

6.1.2 In the case of Goods to be delivered elsewhere at the time of delivery or (if you fail to take delivery of the Goods) the time when we have attempted to make delivery of the Goods.

6.2 Notwithstanding delivery and the passing of risk in the Goods or any other provision of these Conditions the property in the Goods shall not pass to you until we have received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by us to you for which payment is then due.

6.3 Until such time as the property in the Goods passes to you, you shall hold the Goods as our fiduciary agent and bailee and shall keep the Goods separate from your own and those of third parties and properly stored, protected and insured and identified as our property. Until that time you shall be entitled to resell or use the Goods in the ordinary course of your business but shall account to us for the proceeds of sale or otherwise of the Goods, whether tangible or intangible including insurance proceeds and shall keep all such proceeds separate from any of your money or property or those of third parties and, in the case of tangible proceeds, properly stored, protected and insured.

6.3 Condition 6.2 shall not apply where you are a consumer.

WARRANTIES AND LIABILITIES

7.1 Subject to the Conditions set out below we warrant that the Goods will be of satisfactory quality at the time of delivery and shall be manufactured in accordance with the Specification and with the Standards (but no others). Except where the Goods are sold to a person dealing as a consumer, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

7.2 We shall be under no liability under the above warranty (or any other warranty condition or guarantee) if the total price for the Goods is not paid by the due date for payment.

7.3 We shall be under no liability to you for any defect in or unsuitability of the Goods arising from the Specification.

7.4 We shall be under no liability to you in respect of any defect in the Goods arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow our instructions or directions in respect of the use of the Goods (whether oral or in writing) misuse or alteration or repair of the Goods.

7.5 You must notify us within seven days from the date of delivery of any claim which you make based on any defect in the quality quantity or condition of the Goods or their failure to correspond with Specification (whether or not delivery is refused by you). If you do not notify us accordingly, you shall not be entitled to reject the Goods you shall be bound to pay the price as if the Goods had been supplied in accordance with the Contract.

7.6 Where any valid claim in respect of any of the Goods arises in accordance with these Conditions which is based on any defect in the quality or condition of the Goods or their failure to meet Specification we shall be entitled to replace the Goods (or the part thereof in question) free of charge or, at our sole discretion, to refund to you the price for the Goods (or a proportionate part of the price), but we shall have no further liability to you.

7.7 We shall not be liable to you by reason of any representation or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract for any consequential loss or damage (whether for loss of profit or otherwise) costs expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of us, our employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by you.

7.8 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) your statutory rights are not affected by these Conditions.

7.9 Nothing in these Conditions shall limit or exclude our liability for death or personal injury caused by our negligence or by the negligence of our employees.

INSOLVENCY

8.1 This Condition applies if:-

8.1.1 You make any voluntary arrangement with your creditors (whether formal or informal) or become bankrupt or go into liquidation; or

8.1.2 A Receiver or administrator is appointed over any of your property or assets; or

8.1.3 You cease to carry on business; or

8.1.4 We reasonably apprehend that any of the events mentioned above is about to occur and notify you accordingly.

8.2 If this Condition applies then we shall be entitled to cancel the Contract or to suspend any further deliveries of the Goods under the Contract without any liability to you and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

ASSIGNMENT

9. You shall not assign the Contract or any rights accruing under it without our prior written consent.

NOTICES

10.1 Any notice to be given under these Conditions shall be delivered by hand or sent by first class post to the usual address or registered office of the addressee or to such other address in Great Britain as the intended recipient may from time to time have notified the other party for the purpose of this clause, or sent by facsimile transmission.

10.2 Notice shall be deemed to have been received:-

10.2.1 if sent by first class post 24 hours after posting;

10.2.2 if delivered by hand on the day of delivery;

10.2.3 if sent by facsimile at the time of transmission.