

Smith Bros & Webb Ltd Standard Terms & Conditions

Payment terms

Pro-Forma

Unless a pre-agreed credit account is established, full payment is required in advance of any service provided or supply is delivered. Account credit application forms can be obtained by contacting head office on 01789 400096
 Credit accounts Payable 30 days from date of invoice. (With the exclusion of new machine sales which are due at point of order).
 All credit orders will be processed on receipt of customers purchase order number confirmation.
 Payments received over the agreed 30-day period will be subject to review and may result in administration charges being applied. Defaulted accounts will automatically be put on hold until account is up to date.

Export order

All export orders are exempt from credit accounts and will require 50% payment with order and 50% payment prior to despatch.

New Machine Sales

New Machine Sales- supply and install

40% paid on order
 40% paid on completion of manufacture
 15% paid prior to installation
 5% paid on commissioning

New Machine Sales- supply only

40% paid on order
 60% paid on completion - prior to collection / shipping

Terms of trade

All goods remain the property of Smith Bros & Webb Ltd, until paid in full.

Unless otherwise agreed in writing by the company, these conditions shall override any terms and conditions stipulated or referred to by the customer in any relevant order, contract or pre-contract negotiations.

The Company reserves the right to correct any clerical or typographical errors made by its employees at any time.

If the Customer shall fail to make any payment when it becomes due or shall enter into any composition or any arrangement with his creditors or if being an incorporated company shall have a receiver appointed or shall pass a resolution for winding up or a Court shall make an order to that effect or if there shall be any breach by the Customer of any of the terms and conditions hereof the Company may defer or cancel any further deliveries or services and treat the Contract of which these conditions form part as determined but without prejudice to its right to the full purchase price for goods delivered and services performed and damages for any loss suffered in consequence of such determination.

Cancellation by the Customer will only be accepted at the discretion of the Company and in any case on condition that any costs or expenses incurred by the Company up to the date of cancellation and all loss or damage resulting to the Company by reason of such cancellation will be paid by the Customer to the Company forthwith. Acceptance of such cancellation will only be binding on the Company if in writing.

A charge will be made for any costs incurred by the Company due to suspension or deferment of any order by the Customer or in the event that the Customer defaults in collecting any goods or giving instructions for the delivery of any goods or the performance of any services.

Pre-contract sales

For new machine sales, Smith Bros & Webb Ltd will provide the customer with a standard pad layout in line with the recommended machine design. Any alterations requested by the customer to amend the issued drawing are chargeable at a rate of £650.00 p/day. Timeframes may alter dependent on the complexity of the amendments requested.

Quotations

Quotations issued for the supply of service or products are valid for a period of 30 days from date of quotation unless highlighted within the quotation. Quotations related to labour times will be subject to a 33% variable due to unforeseen delays related to on site tasks. **Any variation outside of the 33% will be communicated for approval prior to work continuing**

Service Contracts

All Inclusive - The service shall include inspection, lubrication, adjustment, and testing at the specified intervals. Responding and attending to all breakdown calls. All travel time, mileage, labour and parts.

All -inclusive contract charges do not include failure due to any of the following:-

- Insufficient power or voltage to the equipment
- Lack of mains water
- Lack of detergent
- Vandalism
- Misuse
- No fault found
- Frost damage
- Carelessness or accident
- Excludes roof blankets, brush mats & Interceptors
- Chemicals & Carbon (unless negotiated within the individual contract price)
- Control panel failures
- Corrosion & Civil ground works
- Machine Modifications

Standard – the service shall include inspection, lubrication, adjustment and testing at the specified intervals. These charges cover routine maintenance only. The supply and fitting of parts, outside the scope of our warranty terms, will be charged separately. An appropriate charge will always be made for work required through misuse, accident, and storm or frost damage.

Service Contract conditions

- The Owner shall punctually pay the amount payable on receipt of invoice.
- Any invoice queries the Owner may have, must be communicated within 14 days of invoice date.
- The Company is hereby granted for its officers and agents from time to time to inspect the machine(s) during normal business hours.
- The Owner will not permit any person unauthorised by the Company to attempt to adjust or repair the machine(s).
- The Company reserves the right to alter after 12 months and therefore annually the amount payable, by reason of and in proportion to any national increase of wages and/or costs of materials, and to suspend this Contract should it not be possible to give the service required by reason of war conditions or any other cause(s) beyond its controls.
- The Contract prices are based upon current wage levels and other costs at the time of drawing up this Contract. Should these increase for reasons beyond the control of the Company, the Company reserves the right to negotiate an increase in its charges.
- The Company will consider the continuance of its services without complaint, to imply the Owners satisfaction with the execution of the Contract. Any such complaints should be in writing to the Managing Director of the Company within two working days of the occurrence. Upon receipt of such notice, the Company will take all necessary action, without cost to the Owner, to investigate and rectify the complaint.
- This Contract shall continue in all its terms and conditions from year to year, until terminated by either party giving three months written notice prior to its anniversary. The Owner should address such notice to the Secretary of the Company. In the event of the Contract being terminated by the Owner without proper notice, the Owner shall be liable to pay to the Company, in lieu of such notice, an amount equal to the payment that would have been due to the Company had the Owner given the required notice and the Company continued to perform its obligations under the Contract throughout the required period of the notice.
- In the event of the Owner terminating the Contract without proper notice the Company shall require the client to meet any such redundancy payments that it may be liable for under the current employees' protection Act.
- The Owner may terminate the Contract with three months' notice during the first twelve weeks of contracted service. Thereafter the Contract shall run from year to year in accordance with clause nine.
- Should the Owner transfer the machine(s) to another location he will immediately inform the Company of the new address.

Warranty

Products and services provided by Smith Bros & Webb Limited are fully warranted against defective materials and workmanship for a period of twelve months from the date of satisfactory completion of equipment commissioning.

The warranty provided is subject to the enrolment of the equipment in an SBW maintenance contract, details of which are available on request.

All components replaced under the provision of the warranty are replaced using new components.

The warranty provision does not cover operator error; misuse; abuse; accidental damage; wear and tear, corrosion of machine pad; acts of God.

Customer Responsibilities

Where goods are supplied for replacement parts of existing equipment or machines, it is the customers responsibility to dispose of old obsolete parts and equipment unless previously agreed in writing by Smith Bros & Webb Ltd.

Where goods are made to the Customer's specifications, instruction or design, the Customer undertakes full responsibility for the suitability and accuracy of the specification, instructions or design and undertakes to indemnify the Company against any infringement of any patent, registered design, trade mark, trade name or copyright and any loss, damage or expense which it may incur by reason of such infringement in any country.

Customer shall be responsible for providing a fully prepared and accessible wash pad in accordance with the drawings issued by Smith Bros & Webb Limited, except in cases where Smith Bros & Webb Limited have contracted to provide the wash pad as part of the contract.

The wash pad requires 10 days to fully set from pouring concrete. Smith Bros & Webb Ltd liability's lie within the wash pad itself and it is the customers responsibility to ensure that designs issued support all aspects of site supply, drainage and operations.

Customer shall ensure drainage facilities and water supply complies with local government or water authority regulations. Where required, customer shall be responsible for obtaining the appropriate planning permission or building warrants to install the wash system and allied equipment.

Customer shall provide, install and connect the electrical supply, suitably routed and terminated, in accordance with the latest edition of appropriate regulations, and in accordance with the requirements of the schedule of utility requirements detailed below. Unless specifically supplied by Smith Bros & Webb Limited, this will include a distribution board and internal plant room electrics in accordance with the requirements of the schedule of utility requirements detailed below.

Where a plant room or weatherproof enclosure is not included, customer shall provide an area set aside or a dedicated enclosure to contain the plant and equipment required for the wash system. The "plant room" shall be of adequate size to contain all equipment, with services routed in accordance with Smith Bros & Webb Limited drawings.

The installation charges are based on unhindered access to site for Smith Bros & Webb Ltd Engineers, for a period of -- working days from the agreed start installation date. In the event of any delays out of Smith Bros & Webb Ltd control the client will incur an additional day rate of £1,600 per day plus expenses in total.

Vehicle Wash & Water Reclaim Systems

Smith Bros & Webb Limited warrant that the equipment described above shall be free from defective materials and workmanship at time of delivery for a period of twelve months from the date of commissioning.

Liability under this warranty is limited at the option of the company to replace or repair free of charge such parts that in our sole opinion are judged to be defective under the terms of this warranty. Terms of the warranty provision will include all travelling time and labour costs on site. Where specified as part of the scope of supply, water reclamation systems will include.

The warranty shall remain in force provided that;

- Defects are notified to us immediately
- Servicing and maintenance has been carried out in accordance with the operation and maintenance manual
- Only genuine parts supplied by the company have been used to repair and maintain the systems
- Identity plates, warning labels or operating instructions have not been removed

Exclusions

Liability excluded under the terms of this warranty shall include repairs or charges arising from:

Standard brush replacement, brush shafts, parts required as a result of the events specified below including associated labour charges and travelling costs, fair wear and tear, and consumable items:

- Vandalism, Misuse, Abuse, Accident Damage, Operator Error, Acts of God.
- Faults due to poor housekeeping by operator
- Failure as a result of loss of power or water to the wash system
- Faults arising from the lack of supply or the incorrect supply of detergents
- Any work undertaken by a third party which has not been approved by Smith Bros & Webb Limited

Utility Requirements for new Machine Sales

The following utility supplies are to be provided by the customer and connected to the plant room, enclosure or other nominated plant area by the customer or their appointed contractor 1 week before the installation commences.

POWER SUPPLY

General 3 phase, 415 volt, (63 amp TPN) five wire supply, terminated in a distribution board, complete with main incoming isolator and individual, motor rated miniature circuit breakers, type 'D', for the following outgoing supplies:

Wash Machine 32 Amp Breaker
Compressor 10 Amp Breaker
Reclamation Unit 20 Amp, Breaker
Internal Electrics Single phase 240V for lighting, 3KW heater and 13 Amp Socket protected by RCD

WATER SUPPLY

Fresh water Only 250 litres / minute @ 3 bar. terminate in 1 1/2 "BSP hand valve. Partial & Full Reclaim 70 litres / minute @ 3 bar. terminate in 1"BSP hand valve.

AIR SUPPLY

Required if compressor is not supplied by Smith Bros & Webb
Compressor 9 bar. supply pressure, 0.5 cubic metres / minute, terminate in 1/2 "hand valve.

DRAINAGE

Drainage Requirement 4 litres / second from wash machine