3.3 To the extent that the Goods relate to erection of buildings, the following shall apply:

(a) The prices agreed are subject to the Foundations complying with the terms named at clause 3.4;
(b) The Customer is obliged to provide reasonable access to the site, together with satisfactory hard standing, to allow for the erection of plant and equipment required to undertake the erection of the Building. The Company shall not be liable for damage to access roads, site ground or services whatever so and soever arising as a result.
(c) Ordinary access will be in the form of a Mobile Access Platform, save for when express consent is provided by the Customer in writing (including photographs where appropriate) within 7 days of delivery of the Goods. The Company shall not be liable for any damage to the site ground or Engineering Cables caused by a Force Majeure Event or the Company’s failure to provide the Company with adequate delivery instructions; delivery location and/or relevant instruction related to the Building.
(d) If any Goods are rejected by the Customer due to a Force Majeure Event or the Building is provided by the Company to be faulty, the Company will be entitled to make claims against the Supplier for payment to the extent that it is reasonably anticipated that the works carried out will endure beyond a period of 45 days.

3.7 To the extent that the Goods relate to extensions of existing buildings, the following shall apply:

(a) The Company shall not be held liable for any dispute in relation to the tolerances or dimensions of existing buildings.
(b) The Company shall incur extra charges for any additional works or materials required to be in an existing building.

3.8 The Customer shall, at all times, be solely responsible for further provision of all diesel for plant.

4. Delivery of Goods

4.1 The Company shall ensure that: all delivered of the Goods are accompanied by a delivery note, identifying the date of the Order, all relevant Customer and Company reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions if any.

4.2 The Goods shall be delivered to such location as may be advised by the Customer before delivery (‘the Delivery Location’) provided always that such address is provided within five Business Days of the Company notifying the Customer that the Goods are ready.

4.3 Delivery of the Goods shall be completed on delivery to the Delivery Location. The Customer warrants that the Delivery Address is accessible for vehicles up to and including a 4-wheeled articulated lorry. For the avoidance of doubt it shall be the Customer’s responsibility to offload the Goods. The same is subject to clause 3.5.

4.4 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery shall not be of the essence and the Company shall not be liable for any delay in delivery of the Goods and shall have the right to add or reduce the quantity of the Goods at any time and to vary the price of the Goods or the price of any other goods that the Company has supplied to the Customer at any time prior to delivery. The Company reserves the right to charge the Customer for all related costs and expenses (including insurance).

4.5 If the Customer fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Company for storing replacement goods of similar description and quality in the cheapest market available, less the price refunded to the Customer if upon delivery the Goods are found to be faulty.

4.6 The Customer shall not be entitled to reject the Goods if the Company delivers up to any date and within 7 days of delivery of the Goods, the Customer has not notified the Company of any defect in the Goods.

4.7 The Customer may deliver the Goods to the recipient of the Goods and/or carry out the delivery of the Goods at the risk of the Customer, who shall be obliged to notify the Company of any defect in the Goods.

5. Quality of Goods

5.1 The Company warrants that the Goods shall be:

(a) in all material respects with the Goods Specification; and
(b) free from material defects in design, material and workmanship;

5.2 Subject to clause 3.3, 3.4, 3.5, 5.

(a) the Customer gives notice in writing (including photographs where appropriate) within 7 days of delivery of any defect or non-compliance with the warranty set out in clause 5.1; and
(b) the Customer has not delivered or permitted the Goods to be used or employed to which the Customer may or may not be entitled.

5.3 The Customer shall not be liable for the Goods’ failure to comply with the warranty in clause 5.1 if:

(a) the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.3.
(b) the defect arises because the Customer failed to follow the Company’s instructions as to the storage, installation, commissioning, use or maintenance of the Goods (or if there were none) good trade practice;
(c) the defect arises as a result of the Customer’s failure to follow the Company’s instructions as to the storage, installation, commissioning, use or maintenance of the Goods; and
(d) the Goods differ from the description of the Goods to the extent that the difference materially affects the relevant specification of the Goods.

5.4 Except as provided in this clause 5, the Company shall have no liability to the Customer in respect of the failure of the Goods to comply with the warranty set out in clause 5.1, including but not limited to the following:

(a) to any defects that are not of a kind which could not reasonably be expected to affect the relevant specification of the Goods;
(b) to any use or misuse by the Customer of the Goods;
(c) to any defect or non-compliance with the warranty set out in clause 5.1 if:
(d) the Goods differ from the description of the Goods to the extent that the difference materially affects the relevant specification of the Goods; and
(e) the Customer has not delivered or permitted the Goods to be used or employed to which the Customer may or may not be entitled.

5.5 The terms of these Conditions shall apply to any replacement or replacement Goods supplied by the Company under clause 5.4.

6. Title and risk

6.1 The risk in the Goods shall pass to the Customer on delivery.

6.2 Title to the Goods shall not pass to the Customer until the Company has received payment in full (in cash or cleared funds) for:

(a) the Goods; and
(b) any other goods that the Company has supplied to the Customer.

6.3 Until title to the Goods has passed to the Customer, the Customer shall:

(a) hold the Goods and any proceeds of sale of the Goods on a fiduciary basis as the Company’s Trustees;
(b) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Company’s property;
(c) not remove, deface or destroy any identifying mark or packaging or on relating to the Goods;
(d) maintain the Goods in a satisfactory condition and keep them insured against all risks for their full price on the Company’s behalf from the date of delivery;
(a) notify the Company immediately if it becomes subject to any of the events listed in clause 12, and give the Company such information relating to the Goods as the Company may require from time to time, but the Customer may cease or use the Goods in the ordinary course of its business.

6.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 12, or the Company reasonably believes that the Customer is about to become subject to any of those events, then, provided the Goods have not been resold, or irreversibly incorporated into another product, and without limiting any other right or remedy the Company may have or shall have under this Contract, the Company may terminate the Contract or suspend delivery of the Goods or any balance of the Goods ordered under the Contract, by giving written notice to the Customer.}

7. Customer’s obligations

7.1 The Customer shall:

(a) ensure that the terms of the Order and if submitted by the Customer the Goods Specification are complete and accurate, so that the Company is entitled to rely upon them for the purposes contemplated and shall place reliance on any advice offered by the Company.

8. Charges and payment

8.1 The price for Goods shall be the price set out in the Order Acknowledgement as at the date of delivery. Unless otherwise stated the price of the Goods is exclusive of all costs and charges of packaging, and of transport. of the Goods.

8.2 The Company reserves the right to:

(a) increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost to the Company of the Goods to the extent that such increase is recoverable by the Company from its suppliers or other factors;

(b) require the Customer to make to the Company, or another person nominated by the Company, such pre-payment or deposit as the Company asks before delivery of the Goods or any part of them;

(c) require any steps by the Customer to be taken to change the delivery date(s), quantities or types of Goods ordered;

(d) give written notice to the Customer if the Company fails to pay any amount due under this Contract on the due date for payment.

8.3 Without limiting any other rights or remedies, the Company may terminate the Contract:

(a) by giving the Customer 21 days written notice;

(b) if the Customer commits a material breach of its obligations under this Contract and if such breach is remediable fails to remedy that breach within 14 days after receipt of notice in writing of the breach;

(c) if the Customer fails to pay the price of the Goods or any other amount due under this Contract;

(d) if the Customer suspends, suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;

(e) if the other party suspends, threatens, suspends, ceases or threatens to cause to carry on, all or substantially the whole of its business;

(f) on the date of death of a director or managing executive officer (whether elected or appointed by shareholders, directors, or the other party's board of directors or any other body holding any executive, management, or similar function in the company), or on the date of bankruptcy of the company, of the company, of the company, or any person in receipt of money for or on behalf of the company.

8.4 The Company may, at its sole discretion, choose to accept as an offer by the Customer to terminate the Contract at any point after commencement of manufacture of the Goods on the basis that the Customer pays 60% of the invoice value of the Order, being agreed that this represents a fair proportion of the Company's costs.