

# Terms & Conditions

## Definitions:

'The Company' is KN Technical Limited.

'The Client' means the party, or any person acting on their behalf with whom The Company contracts.

## 1. Inclusions:

- a. We allow for working from figured dimensions only, from Construction status drawings. We do not allow for interrogating any client models or electronic drawings.
- b. Develop 3D Model in Tekla (*Version available upon request*), including modelling of connections, under execution class 1 or 2 conditions. Note - this model remains the intellectual property of KN Technical and is not for release to any other parties.
- c. Production of BIM model (*Tekla BIMsight file*). Copy available on request throughout the project to show progress and for client discussions.
- d. Raising initial RFI's.
- e. Preliminary Material Lists for purchasing.
- f. Produce General Arrangement Drawings for approval containing:
  - i. Gridlines
  - ii. Dimensional information / levels as necessary for client to approve.
  - iii. Section Sizes, grades, and finish of materials.
- g. Connection modelling for steel-to-steel connections.
- h. Production of fabrication information including:
  - a. Fabrication drawings
  - b. Fittings & shaft drawings
  - c. NC data
  - d. Production Lists
  - e. Rolling sketches where necessary
- i. One update of GA's to include any minor comments.
- j. Production of Site Installation packs (*either addition of mark numbers to GA's or separate 3D views with marks only*).
- k. Site Bolt List Summary & Bolt Location lists as necessary.
- l. All information will be issued electronically. No hard-copy information is provided. If hard copy prints are required, these will be charged per print.

## 2. Exclusions:

Our quotes do not generally allow for *(but can be included specifically on a job by job basis)*:

- a. Anything not indicated on the drawings or specifically excluded on our quotation.
- b. Working from and interrogating clients models or AutoCAD drawings issued by the client.
- c. Any specific weld prep or notations, architectural details, or fabrication drawing notation other than standard structural welds.
- d. Any cladding requirements.
- e. Any secondary coordination, brackets / fixtures & fittings not mentioned in our scope offer letter for other trades i.e. concrete panels, cladding panels, plant, M&E equipment etc.
- f. Any paint masking notations for Intumescent Paint Masking or HSFG connections *(or any other specific finish notations or details)*.
- g. Any lifting brackets / manlock points unless specifically noted on the enquiry documents.
- h. Any edge protection or netting provision unless specifically noted on the enquiry documents.
- i. Any temporary steelwork or their connections unless indicated on the enquiry documents or in our scope offer letter.
- j. All structural design *(including connection calculations)*.
- k. Any cold rolled members & connections for cladding fixings not mentioned in our scope document.
- l. Any subsequent impact from revised drawings that may be received.
- m. Interrogation of any client models or drawings to determine information not given on drawings by figured dimensions.
- n. Working to any survey information.
- o. Coordination work over or above initial RFI's / queries on client drawings, including excessive telephony.
- p. Any additional revision to GA's other than that stated above.
- q. Any revisions to model, drawing or issued information.
- r. Any phasing or lotting other than required by KN Technical for internal purposes.
- s. Site visits or design co-ordination meetings *(including travelling time)*.
- t. As-built drawings.
- u. Hard copies of any documentation (fabrication or site packs).

### **3. Pricing, Variations & Invoicing:**

- a. Our quotation / rates are all quoted as NET, exclusive of any discount & exclusive of VAT and will be subject to VAT at the current rate.
- b. All estimated prices quoted, whether written or verbal, are for the listed and mentioned services only. Any additional services required to complete a project will be quoted for in advance and charged accordingly.
- c. Quotations will be fixed for a period of 28 days from the date on the quote letter.
- d. Quotations are based on work being carried out during our normal working hours (*Mon to Fri, 8am to 5pm*). Any acceleration in works due to late information from the client creating a requirement to work outside of these hours will be charged at hourly rate over and above quoted figure.
- e. Any additional work or variations requested by the Client (outside of the original quoted sum) shall be charged on an additional time basis as the company stated rates with submitted detailed timesheets or may be based on a separate quotation.
- f. A signed purchase order (with a PO number and project value) will need to be raised for the full quoted and agreed amount before work can commence on any job. A separate PO may need to be raised for any variations to the original scope of works.
- g. All estimates are based on expected or agreed drawing time and include one set of small drawing revisions where minor alterations are called for by the Client. Any additional time outside of this remit will be charged at the standard hourly rate.
- h. Where there is a change of brief or scope, the Company will inform the Client in advance of any additional costs likely to be incurred.
- i. Any cancellation of the PO by the client following commencement of works, will result in a claim for the works carried out at the point of cancellation, and may include additional charges to cover any losses of the company such as expenses, time and any loss of profit.

### **4. Payment Terms:**

- a. Terms of Payment will be 28 days from date of invoice (unless otherwise agreed in writing at time of order). The Company reserves the right to make a surcharge of interest to accounts that are not paid by this time. This is currently 8% above the Bank of England base rate. Client credit screenings may affect any subsequent credit agreement.
- b. The company reserves the right to invoice for any disbursements for part works carried out including third party costs incurred on a project should the project be unable to be completed for any reason or has been delayed / put on hold by the Client for a period of 4 weeks or more then stage invoicing will occur.
- c. The company will generally invoice monthly (interim invoicing based on the approximate % of work completed) or on completion of the project.
- d. The client is not entitled to apply any discount such as but not exclusively, Main Contractors Discount.
- e. Payments on the Company invoices are not subject to retention.
- f. Any disputes on invoices will be notified to the company within 7 days or the invoice will be deemed as accepted.

- g. The Company will have a lien over any product, data or materials if any payments due from you have not been paid and cleared in full within 1 month from the date of the invoice.

#### **5. Programme & Planning:**

- a. All projects are planned to an agreed schedule of information flow. Non-adherence to this schedule by the Client may result in compromising final delivery deadlines. If this is likely to occur, the Company will advise the Client as soon as this becomes evident and suggest an alternative solution where feasible. This may incur additional costs.
- b. Whilst every effort will be made to achieve agreed delivery, the Company cannot accept liability or be held financially responsible for any targets or deadlines being missed for delivery of any work which is outside of the Company's control. The Company will not be held responsible for any delays to scheduled completion dates arising out of the following:
  - i. Failure to receive response to requests for information (*RFI's*) in a timely manner.
  - ii. Delays to scheduled issue dates (*to the Company*) of release of information in respect of design, revisions or contract additions / deletions.
  - iii. Approval of drawings.
  - iv. Extensions of time arising out of the introduction of additional works which impact upon the original scope and which are the subject of Variations.
- c. Once final approvals have been signed off, the Company cannot be held responsible financially or otherwise for any errors relating to programming or any end product.
- d. It is the responsibility of the client to provide the company with accurate information in a timely manner to meet project deadlines. The company accept no responsibility for delays through late information release from the client.
- e. Any delays in information flow from the client, which holds up the progress of detailing work, may result in delay charges should the Company not be in a position to carry out other works in the interim.
- f. The Company will use its best endeavours to ensure programme targets are met. If the programme is impacted in any form by the client, the company reserve the right to extend their programme in line with the delays created.

#### **6. Liability & Transfer of Ownership:**

- a. The Client is to formally approve drawings in writing by way of email before release. If the client requests drawings are issued without formal approval the company accepts no responsibilities for any delays or additional costs incurred by the client through errors.
- b. In the unlikely event of any errors or omissions as a result of the Company performance, the Company agrees to consider back charges against it for costs based on the following basis only:
  - i. The Company maximum liability is 20% of the final detailing contract value (including change orders). These costs are to include direct labour, materials & transportation costs that may be needed to correct the deficiency.
  - ii. Consequential damages of any kind are specifically excluded.

- iii. The Company is to be notified within 48 hours of identification of any potential back charge. Documentation shall be provided to the Company within 30 calendar days of initial knowledge of the back charge.
- c. The Company is unable to accept any '*back to back*' agreements relating to '*flow down*' conditions of the main contract.
- d. All creative work produced during a project and related correspondence remains the property (physically, intellectually and in copyright), of the Company until full payment has been made on the Client's account, and all project costs have been cleared.
- e. In good faith, the Company will hold any supplied files, originals and materials for a period of up to 12 months. Resumption of works on the project would be completed according to the original schedule of costs so long as the project specification remained unaltered.
- f. It is the responsibility of the Client that all information supplied to the company by the client will have the relevant copyrights, licenses and permissions for use in the commissioned project. The company will not accept responsibility / liability for infringements caused by any wrongly supplied information.
- g. The Company reserves the right to commission freelance support or outsource any job if it is felt it is in the best interests of the Client. Any outsourced job remains the property/responsibility of the company and such services are deemed to be carried out '*indirectly*' by the Company.
- h. As part of larger projects which involve 3rd parties commissioned directly by the client, the Company will not be held responsible in any way for services not carried out / managed directly or indirectly by the Company.
- i. In the event of any bona fide dispute or difference arising between the parties in connection with the Contract (excluding any dispute relating to non payment of the Charges, for whatever reason), the parties shall attempt to resolve such dispute or difference in good faith or by mediation. It is the responsibility of the Client to inform the Company immediately of any issue that may lead to a dispute (including but not limited to quality, service, cost, deadline), without such information, no disputes will be entered into.
- j. Whilst taking every care to protect all media and correspondence supplied, the Company cannot accept liability or be held responsible financially or otherwise for any loss. Disputes will not be entered into.
- k. The Company cannot guarantee the Client exclusivity of any marketing concept, strategy, design or other intellectual property provided. Therefore, the Company will not accept liability for any alleged claim from the Client or any Third Party as the result of unintentional similarity in part or whole of a Third Party's copyright protected or registered trademark or brand, identity, strapline, colour usage and content, product or otherwise.
- l. It remains the Client's responsibility to seek copyright protection if desired for any creative/intellectual property provided to the Client by the Company.
- m. The Company reserves the right to the addition of our Company credit on projects unless instructed otherwise by the Client and, to the use for self-promotion any work carried out for the Client.

- n. The Company reserves the right to use final approved detailing work for the purposes of the Company's marketing activities (both online and offline) unless otherwise requested/agreed with the Client.
- o. Terms and Conditions may be changed at any time without prior notice to its clients. Notification will be sent to all clients at the time of the Terms and Conditions alterations.
- p. The company shall be under no liability if it should be unable to carry out any provision of the contract for any reason beyond its control including (without limiting the foregoing), Act of God, Legislation, War, Act of terrorism, Fire, Flood, Drought, Failure of power supply, Lock out, Strike by employee's in contemplation of furtherance of dispute or inability to procure materials required for the performance of the contract. During the continuance of such a contingency the Client may, by written notice, elect to terminate the contract and pay for work done and materials used, but subject thereto, shall otherwise accept delivery when available.
- q. Either party may at any time refer any dispute arising out this contract to adjudication in accordance with The Scheme for Construction Contracts (England and Wales) Regulations 1998.
- r. The Adjudicator Nominating Body under the scheme shall be the Royal Institute of Chartered Surveyors.
- s. We reserve the right to withhold supply of goods.
- t. The Client is agreeing fully to the Company's trading Terms and Conditions by commissioning our services.