

Terms and Conditions for TRU SCREED LIMITED

1. Definitions

1.1 In these Terms and Conditions, the following expressions shall have the following meanings: "Company" refers to TRU SCREED LIMITED, its employees, agents, and subcontractors. 1.2 "Client" refers to the person or entity engaging the Company for screeding services. 1.3 "Contract" refers to the order by Client and supply by Company of Services; 1.4 "Material" means the screed materials or concrete as referred to in the Contract. 1.5 "Services" means all screeding-related activities carried out by the Company pursuant to a Contract, which includes the supply and application of the Material and any finishing. 1.6 "Specifications" means the specification of the Material as set out in the Contract.

2. Quotations and Estimates

2.1 Unless otherwise stated in writing all quotations and estimates by the Company may be withdrawn at any time before receipt of payment. 2.2 All quotations are valid for 30 days from the date of issue unless otherwise stated and will be withdrawn thereafter. 2.3 Quotations are based on the information provided exclusively by the Client. Any changes to the scope of work under the Contract may result in additional charges. 2.4 Estimates are non-binding and subject to change upon further inspection or additional requirements identified during the course of undertaking the Contract.

3. Booking, Confirmation and Services

3.1 An indication to Company that you wish to proceed with an order based on any quotation or estimate (a **Booking**) shall be an offer by Client to purchase the Services specified in the quotation subject to these terms and conditions (**Terms**). 3.2 A Booking shall only be secured upon receipt in full by Company of a prepayment of the estimated charges set out in the quotation or estimate (**Prepayment**). All Prepayments must be made within 24 hours of the delivery date and time agreed (**Start Date**) otherwise the Booking slot may be lost. 3.3 Subject to Prepayment having been received in full, Company's acceptance of a Booking shall form a contract between Company and Client subject to, and incorporating by reference, the Terms. 3.4 The Company reserves the right to decline or cancel a Booking if the Client fails to comply with the Terms. 3.5 Company reserves the right to amend or alter the specification of the Services and/or the applicable charges if required by (i) applicable law, (ii) as a result of any matter discovered or identified during the performance of the Services that was not known to Company as at the Start Date, (iii) as a result of any additional work required beyond the estimated amount set out in the quotation; or (iv) as otherwise agreed between us. Except where any such change (i) will not materially affect the nature and quality of the Services, (ii) is identified as a material pre-requisite of performing the Services (**Essential Change**), and/or (iii) increase the charges (in each case, where no such right shall arise), Client may either (1) accept the proposed change in scope and/or charges, (2) exclude the additional scope from the Services unless such scope is an Essential Change, or (3) (only where the additional scope is an Essential Change), terminate the contract by giving written notice to Company. Any termination under this clause may incur charges, which shall be deducted from any Prepayment.

4. Payment Terms

4.1 Payment of the Prepayment amount is due without deduction or set off within 24 hours of the Start Date, unless otherwise agreed in writing. Payment of any additional charges that are due or agreed after the Start Date shall be due without deduction or set off within 24 hours of Company's invoice or demand. 4.2 All payment is exclusive of Value Added Tax (**VAT**). Where VAT is payable in respect of some or all of the Services, you must pay such additional amounts in respect of VAT (at the applicable rate) at the same time as the charges are paid. 4.3 All payments must be made in GBP. 4.4 The Client will be liable for all costs and charges in full if the Contract cannot be carried out on the Start Date through no fault of the Company.

5. Client Responsibilities

5.1 The Client is responsible for all preparation to enable the Services to be carried out, ensuring that the measurements are accurate. Company shall have no liability where there is insufficient Client supplied material to complete the Services and/or if it is unable to access or attend the site of the Services as a result of the Client's act, omission or negligence. 5.2 The Client must ensure that under floor heating pipes have been filled and pressure

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tested prior to installation and left under pressure during installation. 5.3 The Client must provide clear and safe access to the worksite and ensure it is free from hazards. 5.4 The Client shall be liable for and shall indemnify the Company against any accident or damage occurring due to unsuitable access. 5.5 The Client is responsible for obtaining any necessary permissions, permits, or consents required for the Contract to be carried out. 5.6 The Client must notify the Company of any relevant structural or environmental issues that may affect delivery of the Contract. 5.7 The Company requires a minimum of 48 hours' notice of any changes to the Start Date. 5.8 If any delay occurs due to inadequate preparation of the base then a cancellation fee of £300 plus VAT will apply in addition to the charges. Any rearrangement of the Start Date shall be agreed at the company's discretion. 5.9 If the Client delays the delivery time, a further charge of £45 plus VAT will apply for each 15 minute period of delay.

6. Company Responsibilities

6.1 The Company will perform the Contract with reasonable skill and care. 6.2 The Company will take all necessary precautions to minimise disruption and maintain a safe working environment. 6.3 The Company is not liable for delays caused by circumstances beyond its control, including but not limited to natural disasters, strikes, government actions, adverse weather, supply chain disruptions, or third-party actions. The Company will inform the Client should any such occasion arise but shall be under no liability to the Client for failure to deliver in such circumstances

7. Health and Safety

7.1 The Company adheres to all applicable UK health and safety regulations. 7.2 The Client must ensure the worksite complies with safety standards before the Contract commences.

8. Warranty and Defective Material

8.1 No warranty is given by the Company that the Materials used are fit for a particular purpose or their intended use. The Company shall have no liability for any recommendation, statement or representation made by or on behalf of the Company relating to the Materials including as to their use and strength. 8.2 The Company shall only be liable for a claim by the Client that the Materials do not meet the manufacturer's specification ("Defective Material") if the Client notifies the Company in writing within 48 hours of becoming aware of the alleged defect and the Company is given a reasonable opportunity after receiving such notice, being not less than three Business Days to inspect the Material. 8.3 If the Company, acting reasonably, is satisfied that the Material used does not meet the specification and is Defective Material then the Company shall either (a) replace the Defective Material or (b) refund the price paid for the Defective Material.

9. Cancellation and Termination

9.1 The Client may cancel the Contract by providing written notice at least 48 hours before the scheduled Start Date. Cancellations after this period may incur charges. 9.2 The Company may terminate the Contract if the Client fails to comply with the terms and conditions, including non-payment.

10. Liability

10.1 Nothing in these Terms shall limit or exclude either party's liability for (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) any matter that cannot be limited or excluded by applicable law. 10.2 Subject to Clause 10.1, Company shall have no liability for any loss of profits, loss of business or opportunity, loss of anticipated savings, or any indirect, incidental, or consequential loss or damage. 10.3 Subject to Clauses 10.1 and 10.2, the Company's total aggregate liability (whether in contract, tort (including negligence), breach of statutory duty or otherwise, and howsoever arising) arising out of or in connection with the contract shall be limited to 100% of the charges paid by Client under the contract.

11. Confidentiality

Both parties agree to keep confidential any information disclosed during the negotiation and performance of the Contract that is not in the public domain.

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12. Data Protection

12.1 The Company complies with the UK General Data Protection Regulation (**UK GDPR**) and Data Protection Act 2018. 12.2 The Client's personal data will be used solely for execution of the Contract and will not be shared with third parties without consent.

13. Dispute Resolution

13.1 Any disputes will be resolved amicably through negotiation. 13.2 If unresolved, disputes will be referred to mediation before pursuing legal action.

14. Governing Law

14.1 These Terms and Conditions and all aspects of the Contract shall be governed by the laws of England and Wales. 14.2 Any legal proceedings must be conducted within the exclusive jurisdiction of the English courts.

15. General

15.1 The Company reserves the right to amend these Terms with prior notice to the Client. 15.2 the quotation, estimate, these Terms and any document referred to within them set out the entire agreement and understanding between the parties in respect of the subject matter of the Contract and Services, and supersedes and extinguishes all prior arrangements, negotiations, representations or understandings, whether oral or written, between the parties relating to thereto. 15.3 To the extent that any court or competent authority finds any provision of these Terms to be invalid, unlawful or unenforceable, that provision is deemed severed and does not form part of the Terms nor affects the enforceability of the remainder of the Terms. 15.4 No single or partial exercise, or failure or delay in exercising, any right, power or remedy by Company against Client constitutes a waiver by Company of, or impairs or precludes any future exercise of, that or any other right, power or remedy available to it arising under the contract, the Terms or otherwise. 15.5 The Contract is between the Client and Company. No other person has any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

16. Acknowledgement & Acceptance

16.1 In engaging TRU SCREED LIMITED the Client acknowledges and agrees to these Terms, which shall be incorporated into the contract by reference.