



Quotation

Raphael Contracting Ltd
Hi-Tec House
Roebuck Road
Chessington
KT9 1EU

ALUMASC INTERIOR BUILDING PRODUCTS LTD

HALESFIELD 19, TELFORD,
SHROPSHIRE, TF7 4QT
UNITED KINGDOM
TELEPHONE: +44 (0) 1952 580590
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A MEMBER OF THE ALUMASC GROUP PLC

For the attention of: Ian Andrew

Quotation reference: 542940Rev1
Date: 10/12/2009
Direct No. 01952 580590
Project ID: 34537

Your Contact for this Project is:
Helen Gough
e-mail: hgough@alumascinteriors.com
Fax: 01952 587 805

Dear Sir,

RE: Maidstone Leisure Centre , Maidstone

SUPPLY ONLY QUOTATION

With reference to your recent enquiry, we have pleasure in providing a revised quotation for the supply of Pendock Plywood Circular Column Enclosures in connection to the above project. **FSC Columns have been quoted in accordance with your company's environmental policy.**

Material Specification

CL Circular Enclosures in 10mm thickness pre-formed plywood FSC certified under the certificate number TT-COC-002842 FSC – mixed minimum 70%. Supplied as semi circles complete with J2 male and female joints to assist site assembly finished in Ledorex suitable for on site decoration.

Inner Collars have been quoted for at head, skirting level and for jointing purpose in diamond black laminate. Please note site trimming will be required.

Pendock can offer a selection of bump rails and wall protections, if you require these on this project please contact our sales office on 01952 580590.

Reference	Description	Qty
A1-C400NAT3	FSC 400mm dia semi circle, 3m high, 10mm thick, natural finish	21.00
B3-CL400ICL	CL400 Inner Collar Laminated	27.00
A1-J2BJOINT	J2 Black PVC S/Gap included with profile (10mm)	21.00

A1-SCRBL100 Pack M3.5x25 Csk Black Screws - 100

2.00

	Total Nett Value	£5,960.24
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Prices quoted are subject to VAT @ 15.0%.

Payment Terms are strictly 30 days nett (subject to status). If you do not currently have an account with Alumasc Interior Building Products, an application form can be provided upon request, prior to an order being placed.

Alternative methods of payment are accepted in the form of credit/debit cards and proforma invoice.

Prices quoted are valid for 30 days only.

Carriage: £19.50.

Delivery: 10 working days from receipt of order based on available account facilities and agreeing final product specification (lead times are accurate at time of quotation).

If you require any further information or clarification on any of the points detailed within this quotation please do not hesitate to contact me on my direct line.

Yours Sincerely

Helen Gough

THE ABOVE ARE SUBJECT TO TERMS & CONDITIONS SHOWN OVERLEAF

REGISTERED OFFICE: BURTON LATIMER, KETTERING, NORTHAMPTONSHIRE NN15 5JP

Please check out our website at www.pendock.co.uk for the latest downloadable product and technical information, standard product pricing, contact information and news.

ALUMASC INTERIOR BUILDING PRODUCTS LTD TERMS AND CONDITIONS OF BUSINESS

1. Definitions

In these conditions "the Company" shall mean Alumasc Interior Building Products Ltd, "the Goods" shall mean the product supplied by the Company, and "the Customer" shall mean the company, firm or person buying the goods from the Company.

2. Application of conditions

All goods and services supplied by the Company are supplied on the following terms and conditions and no variation of these terms and conditions shall have effect unless expressly accepted by a director of the Company in writing. The Company's conditions exclude any other terms and conditions which the Customer may seek to impose whether or not the Customer's conditions are contained in any offer, specification or quotation made by the Customer.

3. Quotations

All quotations given by the Company are subject to written acceptance by the Company on receipt of the Customer's order and a contract will only be formed when the Company has accepted the Customer's order or (if issued) the Company's quotation for the Contract or construction manufacture of the Goods ("the Contract"), whichever is the earlier. All quotations are valid for 30 days.

4. Accuracy of Description of Goods

All descriptions, specifications, drawings and particulars of weights and dimensions submitted by the Company or otherwise contained in the Company's price lists or other published matter are approximate.

Only and none of these shall form part of any contract or give rise to any independent or collateral liability upon the Company being intended merely to present a general idea of the Goods as described therein.

5. Price

All prices quoted are the Company's current prices at the time of quotation and are net ex-works and exclusive of Value Added Tax which, if applicable shall be added to the price at the rate prevailing at the date of Tax Point. The price payable for the goods shall be the price ruling at the date of despatch and the Company shall be entitled to adjust the price of the goods at any time between the date of confirmation of order and the date of delivery of the goods, to take account of any increase in costs incurred by the Company. Where the delivery agrees to deliver the Goods, the Customer shall be liable for the Company's charges for transport, packing and insurance, and export duty and charges.

6. Delivery

6.1 Delivery shall be deemed to have been effected when the goods leave the Company's premises.

6.2 Time for delivery is not at the instance and the Company shall not be liable for any loss or damage caused by late delivery or by non-delivery.

6.3 The Company shall be entitled to make delivery by instalments and to invoice separately for each instalment.

Where delivery is made by instalments, each instalment shall be deemed to be the subject of a separate agreement to which the provisions of these conditions shall apply with any necessary alterations.

6.4 Where the Company has agreed to deliver deliverables, such deliverables shall be accepted by the Customer within six months from the date of order. If the Customer fails to take delivery within such period, the risk shall pass to the Customer and the balance remaining undelivered together with storage costs shall be invoiced to the Customer and payment shall become immediately due.

6.5 Goods which the Customer agrees to collect or which must be collected within seven days of the Company notifying the Customer that the Goods are ready, if the Goods are not collected within this period the Company shall be entitled to invoice the Customer for the Goods and to charge for storage of the Goods, the Goods being held at the Customer's risk.

6.6 Deliveries in quantity of the Goods delivered from these stock in the warehouse shall not give the Customer the right to repudiate the Contract, to reject the Goods (save insofar as they substantially exceed the amount ordered) or to claim damages for breach of contract and the Customer shall be obliged to accept and pay for the quantity delivered (except insofar as the Customer or has the right to reject the Goods under this Contract).

6.7 Unless otherwise expressly agreed, the Customer is responsible for unloading the delivery vehicle and for loss or damage to the Goods during the course of unloading, regardless of whether the Products are delivered by the Company or by carrier.

6.8 Any additional charge made by the carrier due to delay at the Customer's premises or refusal to accept Products ordered by the Customer from the Company shall be borne by the Customer.

7. Payment

7.1 Subject to the provisions of clause 7.4 the total price of the Goods shall be due and payable on the date of the month following month of delivery.

7.2 Time for payment shall be of the essence and the Company shall be entitled to charge interest at 8% above the base lending rate of Barclays Bank PLC from the date when payment falls due until actual payment on all overdue accounts.

7.3 The Company reserves the right at any time to demand payment in advance before continuing with or delivering any order.

7.4 If the Customer fails to comply with its payment obligations the Company may withhold despatch of any part of the goods remaining to be supplied and the Company may suspend the Goods remaining to be manufactured, assembled, packaged or otherwise in the Contract or any Contract with the Customer and is entitled to immediate payment for all Goods delivered regardless of the length of time that has elapsed since the date of delivery.

7.5 The Customer shall not be entitled to set-off sums due to the Company any amount claimed from the Company, whether under the Contract to which the claim relates or any other contract or claim at common law or for breach of statutory duty.

8. Termination

8.1 At the Company's option, by notice to terminate all or any of its contracts with the Customer forthwith and recover all expenses and losses resulting to the Company including (but without limitation) loss of profit on other contracts entered into.

8.1.1 (a) the Customer has a bankruptcy petition presented against him or a bankruptcy order is made;

(b) the Customer makes or seeks to make any composition or arrangement with its creditors;

(c) the Customer makes or seeks to make a voluntary arrangement or applies for any interim order (within the meaning of Section 256 Insolvency Act 1986);

(d) an appointment is made for the liquidation of any of the Customer's assets, or any of the Customer's property is taken in execution or process of law;

(e) a petition is presented or an order is made at a resolution is passed for the winding-up of the Customer;

(f) a petition is presented or an order is made for an administration order to be made in relation to the Customer;

(g) the Customer's directors make a proposal for a voluntary arrangement with the Company's creditors;

(h) the Customer is unable to pay its debts (within the meaning of Section 123 Insolvency Act 1986);

(i) a receiver or administrative receiver is appointed over any of the Customer's assets; or

8.1.2 the Customer fails to make any payment due to the Company on the due date and for this purpose "the Company" shall be deemed to include any other company which is a subsidiary of the Alumasc Group plc, and "the Customer" shall be deemed to include, where it is a member of a group of companies, any other company in that group;

8.1.3 the Customer fails to make payment in advance when requested in accordance with Condition 7.3 above, within 7 days of being requested to do so; or

8.1.4 the Customer fails to take delivery or to collect the Goods within 14 days of being notified by the Company that they are to be delivered or are ready to be collected;

8.1.5 the Customer is in breach of the terms and conditions of any contract with the Company (including breach of these conditions) and for this purpose "the Company" shall be deemed to include any other company which is a subsidiary of Alumasc Group plc, and "the Customer" shall be deemed to include, where it is a member of a group of companies, any other company in that group.

9. Risk and Property

9.1 Risk in the Goods shall pass to the Customer when the Goods are delivered or collected by the Customer or its agent.

9.2 Notwithstanding that risk in the Goods shall have passed to the Customer, title in the Goods shall not pass to the Customer until the Customer has paid the Company for the Goods and until full payment has been received by the Company under any other contract outstanding with the Customer.

9.3 Until title to the Goods passes to the Customer the Customer shall keep the Goods in good and substantial repair and condition and the Goods shall be stored in such a way as to be clearly identifiable as belonging to the Company.

9.4 The Company shall at any time be entitled to appropriate any payment made by the Customer in respect of any goods in fulfilment of such contract as the Company may in its absolute discretion think fit notwithstanding any purported appropriation by the Customer.

9.5 Failure to pay the full amount when due shall give the Company, or its employees or agents, the right to repossess the goods (and enter the Customer's premises for that purpose if necessary) with or without notice and without liability and, at its option, to avail itself of any other legal remedy.

9.6 A cheque given by the Customer shall not be treated as payment until it has been cleared.

10. Inspection/Rejection

10.1 The Customer shall inspect the Goods on delivery or on collection as the case may be.

10.2 In all cases where the Customer complains of defects or shortages, the Company shall without prejudice to the question of liability generally be under no liability in any event if it has not been given an opportunity to inspect the goods before they have been used by the Customer.

10.3 In respect of damage to all or part of the Goods or loss of part of the Goods contemplated in the Contract notification must be made to the Company within 8 days of delivery of the Goods and separately to the Carrier within the period stipulated by the Carrier's terms of carriage for claims against the Carrier. It is agreed that these time limits constitute a reasonable opportunity to examine the goods, and a reasonable

time to inform rejection.

11. Guarantee

The following sets out the Customer's rights in respect of any loss or damage of the Goods (or Services) or for any defect in the Goods (or Services) made by only the Company. Please read carefully. The Customer should obtain insurance against any losses it may sustain.

11.1 The Company warrants that it has title to and the right to sell the goods.

11.2 If the Customer establishes to the Company's reasonable satisfaction that:

(a) there is a defect in the materials or workmanship of the Goods (or Services); or

(b) where the Company has supplied designs, drawings, specifications and other data relating to the Goods (or Services), there is a defect in the design of the Goods (or Services); or

(c) where the Customer has supplied designs, drawings, specifications and other data relating to the Goods, there has been a failure by the Company in relation to the conformity of the Goods with the Contract; then the Company shall at its option either:

(d) where the Goods are sold by way of production sample, the Goods shall conform to the sample;

or

(e) there is some other failure by the Company in relation to the conformity of the Goods with the Contract then the Company shall at its option either:

(i) repair or make good such defect or failure in the Goods free of charge (including all costs of transportation of the goods to and from the place for the purpose) to the Customer; or

(ii) in relation to such defective Goods or failure to supply goods which are in all respects in accordance with the Contract; or

(iii) issue a credit note to the Customer in respect of any defective Goods for such amount as is reasonable subject to any claim to the remaining provisions of the Contract.

11.3 Paragraph 11.2 of this Condition ("the Guarantee") shall not apply notwithstanding any other statutory obligation.

(a) unless the Customer notifies the Company in writing of the alleged defect or failure immediately upon first becoming aware of it and in any event within 12 months of the delivery of the Goods to the Customer in accordance with the provisions of Condition 6; and

(b) unless the Customer returns to the Company as soon as reasonably practicable after first becoming aware of the alleged defect or failure (and before the Customer has used the Goods) a sample of the Goods where practicable, savings paid by the Customer, for inspection, examination and testing and otherwise permit the Company to have access to the Goods at the Customer's premises or other location where they may be for such purpose.

11.4 If the Company elects to replace the Goods it shall deliver the replacement Goods to the Customer at the Company's own expense at the address at which the defective or failed goods were loaded and the title to the replaced Goods shall (if it has vested in the Customer).

11.5 The Guarantee is in substitution for any other of the Customer's legal remedies in respect of the alleged defect or failure and the Customer's liability shall in all such cases and for all such purposes be limited to the obligations imposed by the Guarantee, except in and to the extent of any obligation the Company may have separately assumed in writing, provided that such assumption has been given by a director of the Company.

11.6 Nothing contained in this Condition 11 shall operate so as:

(a) to exclude the Company's liability for death or personal injury resulting from its negligence; or

(b) to exclude the conditions and warranties implied by Section 12 of the Sale of Goods Act 1979.

12. Limitation of Liability

12.1 Except to the extent provided in the Guarantee any term, condition, warranty, representation or understanding on the Company's part as to the quality of the Goods or their fitness or suitability for any purpose or the standard of workmanship however and whenever expressed or which may be implied by statute custom of the trade or otherwise is hereby excluded and the provisions of Section 18 to 16 inclusive of the Sale of Goods Act 1979 (as amended) shall not apply to the Contract except where the Customer deals as consumer within the meaning of Section 12 of the Unfair Contract Terms Act 1977.

12.2 Except to the extent provided by the Guarantee (and as set out in 11.6) the Company shall not be liable to the Customer in Contract, tort or for breach of statutory duty for any direct loss or damage in excess of the value of the goods or £500,000 whichever is the greater which the Customer may suffer by reason of any act, omission, neglect or default (including negligence) in relation to the Goods and/or the performance of the Contract by the Company or the Company's employees or agents.

For the purpose of this sub-clause, the expression "direct loss" means the cost of procuring additional Goods and Services to ensure accordance with the agreed specification or sample, or additional labour, material or other charges associated with such additional Goods and Services; and damage to the Customer's property caused by defects in either the Goods (or Services).

12.3 Except to the extent provided by the Guarantee the Company shall not be liable to the Customer in Contract, tort or for breach of statutory duty for any indirect or consequential loss (including economic loss) of any kind whatsoever, which the Customer may suffer by reason of any act, omission, neglect or default (including negligence) in relation to the Goods and/or the performance of the Contract by the Company or its employees or agents. For the purpose of this sub-clause, the expression "consequential loss" includes (but is not limited to): loss of profits, loss of the Customer's business, the Customer's contracts, loss of anticipated savings in costs or expenses, losses arising from failure of the Goods or Services such as loss of profit on work lost or wasted management time, and any losses due to the Customer's failure to comply with the Goods or Services and any specific designs.

12.4 Nothing in these Conditions shall impose on the Company any liability in respect of any representation, suggestion or comment with regard to the Goods made by the Company or its employees or agents in the course of any negotiations between the Company and the Customer leading to the making of a Contract unless the Company has expressly agreed in writing that such representation shall be a term of the Contract.

13. Indemnity

The Customer shall keep the Company indemnified against all costs, claims, demands, expenses and liabilities of whatsoever nature made by third parties caused in whole or in part or arising out of any act or omission of the customer in connection with the use or storage or sale of the Goods.

14. Design etc.

14.1 Where the goods are made to a specification, instruction, or design supplied by or on behalf of the Customer:

14.1.1 the Customer is responsible for the suitability and accuracy of the specification, instruction, design or drawing (even where finally produced by the Company);

14.1.2 the Customer shall indemnify the Company against infringement of any third party's intellectual property rights in the specification, instruction, design or drawing;

14.2 Copyright, design right and any other intellectual property rights in all drawings, designs and the like prepared by or for the Company remain in the Company.

15. Assignment

The Customer shall not assign nor transfer nor purport to assign or transfer any contract to which these conditions apply or the benefit thereof to any other company or person whatsoever.

16. Force Majeure

The Company shall not be liable for any failure to deliver the Goods arising from circumstances outside the Company's control including, for example, acts of God, war, fire, explosion, abnormal weather, fire, flood, strike, lock out, government action or regulations (UK or otherwise), delays by suppliers, accidents and shortages of materials, labour or manufacturing facilities.

17. Cancellation

No cancellation by the Customer is permitted unless expressly agreed by a director of the Company in writing. In the event of cancellation the Customer shall indemnify the Company fully against all expenses incurred by the Company together with liquidated damages of 15% of the contract price.

18. Waiver

Waiver by the Company of any breach of these conditions, or any grant of time or indulgence by the Company to the Customer, shall in no way discharge the Company's obligations hereunder.

19. Severability

If at any time, any part of these Conditions (including any one or more of the clauses of these Conditions or any sub-clause or paragraph or any part of one or more of these clauses) is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed limited to those Conditions and the validity and enforceability of the remaining provisions of these Conditions shall not in any way be affected or prejudiced as a result of the omission.

20. Notices

20.1 Any notice, consent, notification, acknowledgment, authority or agreement required or referred to in the contract shall be:

20.1.1 in writing and given to the party for whom it is intended at their registered or main office or last known address; and

20.1.2 given by registered or recorded delivery post or telex and shall be deemed to have been received 5 days after posting or 1 day after transmission as the case may be.

21. Jurisdiction

All disputes between the Company and the Customer shall be governed and be construed in accordance with English Law and all disputes arising in relation to such contracts shall be submitted to the jurisdiction of the English courts.

22. Miscellaneous

22.1 Any notice, consent, notification, acknowledgment, authority or agreement required or referred to in the contract shall be:

22.1.1 in writing and given to the party for whom it is intended at their registered or main office or last known address; and

22.1.2 given by registered or recorded delivery post or telex and shall be deemed to have been received 5 days after posting or 1 day after transmission as the case may be.

23. Jurisdiction

All disputes between the Company and the Customer shall be governed and be construed in accordance with English Law and all disputes arising in relation to such contracts shall be submitted to the jurisdiction of the English courts.

24. Notices

24.1 Any notice, consent, notification, acknowledgment, authority or agreement required or referred to in the contract shall be:

24.1.1 in writing and given to the party for whom it is intended at their registered or main office or last known address; and

24.1.2 given by registered or recorded delivery post or telex and shall be deemed to have been received 5 days after posting or 1 day after transmission as the case may be.

25. Jurisdiction

All disputes between the Company and the Customer shall be governed and be construed in accordance with English Law and all disputes arising in relation to such contracts shall be submitted to the jurisdiction of the English courts.

26. Notices

26.1 Any notice, consent, notification, acknowledgment, authority or agreement required or referred to in the contract shall be:

26.1.1 in writing and given to the party for whom it is intended at their registered or main office or last known address; and

26.1.2 given by registered or recorded delivery post or telex and shall be deemed to have been received 5 days after posting or 1 day after transmission as the case may be.

27. Jurisdiction

All disputes between the Company and the Customer shall be governed and be construed in accordance with English Law and all disputes arising in relation to such contracts shall be submitted to the jurisdiction of the English courts.

28. Notices

28.1 Any notice, consent, notification, acknowledgment, authority or agreement required or referred to in the contract shall be:

28.1.1 in writing and given to the party for whom it is intended at their registered or main office or last known address; and

28.1.2 given by registered or recorded delivery post or telex and shall be deemed to have been received 5 days after posting or 1 day after transmission as the case may be.

29. Jurisdiction

All disputes between the Company and the Customer shall be governed and be construed in accordance with English Law and all disputes arising in relation to such contracts shall be submitted to the jurisdiction of the English courts.