



Manufacturer of Bridge Components

General Terms and Conditions for Bridge Components & Building Materials.

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1. Contract / The order

All orders accepted by AssaFlexUK may not be altered under any circumstances except than with the written agreement of a company signatory.

- 1.1 The contents of this contract apply to both Products & Services supplied by this Company.
- 1.2 Verbal orders will only be accepted at the absolute discretion of the company.
- 1.3 Quotations are invitations for the supply of Products or services.
- 1.4 Every offer made by AssaFlex is subject to change.
- 1.5 The client accepts the details of" Terms & Condition" once contract is signed or when first parts of the payment is paid to AssaFlex.

2. Acceptance of the order;

The order can only be accepted by AssaFlex, when all issues arising from the tender is resolved and when AssaFlex confirms that in writing.

3. Price

- 3.1 In general price quoted are Ex-Work unless mentioned differently by AssaFlex.
- 3.2 Cost of packaging, transport and insurance will be an addition.

4. Payments for Products

- 4.1 We offer the customer to pay the cost of the order in 2 or 3 phases. AssaFlex has the right to withdraw this method of payment at any time at their own discretion. Terms of payments can be changed as AssaFlex see it fit.
- 4.2 All payments are made within agreed dates. Any delay can affect the delivery which controls by production order/ queue, as a result of which if transport, delivery, installation, prevented due to reasons for which AssaFlex is not responsible
- 4.3 Customer will not withhold payments due to dispute or change of mind without prior agreement of AssaFlex head office.
- 4.4 If the customer is in default with respect to the agreed terms of payment he shall be liable, without reminder, to pay the default interest, from the agreed date. The rate for the interest is at 4.5% per annum. Payment of default interest shall not, release the customer from his contractual obligations to pay.
- 4.5 If the customer is in default payment AssaFlex has the right to withdraw delivery, until such time all payments are made.
- 4.6 In cases of delayed payments or justified concerns about the customer's ability to pay, AssaFlex is entitled to demand immediate payment of all claims arising from the business arrangement including already due for payment, and make the delivery of goods which have still not been fully paid dependent on corresponding advance payments.
- 4.7 The customer is liable for any possible currency depreciation at home or abroad. Also the customer is liable for increases in import or export charges if the period of contract exceeds the agreed period, ie: from the time order is signed to agreed delivery date.

5. Payments for Services

All the terms of payments for products applies with difference in the sequence and NO of phases, which separately depends on type of the contract.



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6. Technical

- 6.1 The customer shall be responsible for ensuring the accuracy of all information within the order including where applicable design drawings, plans and any other information relating to the supply of products & service(s) by the customer.
- 6.2 The customer is responsible to reply with in time frame agreed, once he is in the possession of drawings and calculation supplied by AssaFlex for approval.
- 6.3 The agreed time frame for the supply of information and approval of details received from AssaFlex will be confirmed prior to start of work by AssaFlex.
- 6.4 All technical documents supplied by AssaFlex remain the intellectual property of AssaFlex and may not be copied or duplicated, or made available to third parties in any way, or used for the manufacture of products or components. They may only be used for inspection and maintenance of works while at the possession of the customer

7. Standards

- 7.1 The customer is responsible to inform AssaFlex in writing the standards or the regulations in clear and concise.
- 7.2 If standards and regulations are not provided AssaFlex is entitled to manufacture to the standards used in the company production system as long as they are compliant with BS, USA, or other internationally recognised standards.
- 7.3 In the case on item 6.2 if customer wishes a change to the standard, AssaFlex will be demanding for full cost of production of new sets of components similar to a new order.

8. Delivery

8.1 Period of delivery

- 8.1.1- Once the order is placed or acceptance of Pro-Forma invoice the delivery becomes contractual
- 8.1.2-Delivery date is the date that is agreed after tender process is completed.
- 8.1.3-Delivery dates can consists of more than one date depending on the agreed dates.
- 8.1.4-Period of delivery can be extended due to issues with the transportation companies. This period can be as much as 20% of the agreed time. AssaFlex will not accept any responsibilities for this action
- 8.1.5-If the agreed period of delivery is by No of weeks, then it refers to 5 working days and NOT 7 days.
- 8.1.6-If for any reason there are shortage of raw materials in the market, this can delay the production and subsequently delivery. AssaFlex will accept no responsibility under such a circumstances.

8.2 Place of delivery

- 8.2.1-Place of delivery is where the customer agreed in writing either to the customer address or a third party.
- 8.2.2-Any changes to the delivery address once the order left the factory is at customers own cost.
- 8.2.3-Once the order reaches the delivery address, if customer decides to send the order elsewhere, all the responsibilities including the costs is with the customer.

9. Packaging

AssaFlex shall charge the customer separately for expenses relating to packing and will not accept returned packing materials.



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10. Transport and Insurance

10.1 In the case where transport is part of the cost, AssaFlex will take responsibility of delivering the goods to customer delivery address. All associated costs in this case will be borne, ie: custom /import duties, taxes, etc

10.2 In the case where AssaFlex arranges the delivery on behalf; the transport will be arranged exclusively in the name and with the order NO of the customer. In this case, the carrier shall be instructed by AssaFlex to charge the customer for the freight costs and all the other charges involved ie: custom /import duties, taxes, etc the customer will be responsible to pay all the costs including insurances if so they wish once they receive the goods.

11. Late Collection

If the customer does not collect the goods/order on the agreed date, the goods shall be stored uninsured at the expense and risk of the customer. AssaFlex is then, authorised and entitled to store the goods on behalf of and at the expense of the customer at a third party premises, ie storage house at the going on rates. The customer will pay for storage to the relevant company prior to collecting his goods.

12. Guarantees

AssaFlex guarantee all its products for a period of 3 years for Bridge components and 2 years for Building materials from the date goods are dispatched from the factory and under AssaFlex terms and Conditions.

In case of default from AssaFlex products, the customer must inform AssaFlex within a month in writing. We will then send our representative to view the circumstances and report to the Head office. The following will then applies:

12.1- AssaFlex shall undertake to repair or replace at its own choice, as soon as possible, at the customer's written request, all parts which prove to be defective or unfit for use on account of faulty materials, incorrect detailing or defective workmanship

12.2- In the case of item 12.1, the customer shall provide AssaFlex with unhindered access to the components free of charge for any repair work. This could include installation of scaffolding, road closures, etc.

12.3- AssaFlex only bears the costs that are incurred by repairing or replacing defective parts in its workshop. If for any reason beyond our control the defective parts are not being repaired AssaFlex will decide on the next action without accepting any exerted pressure from the customer.

12.4- If the parts become defective due to incorrect installation or if inaccurate installation becomes a cause of any incident or damage(s) to the structure or sounding area, AssaFlex will take absolutely NO responsibilities for such circumstance(s).

12.5- AssaFlex will not accept any responsibilities for components that are subject to either premature wear as a result of customer composition materials or the way they have been used.

12.6- AssaFlex is not responsible for natural wear of the components.

12.7- AssaFlex is not responsible for a wear in cases where incorrect information were supplied in particular where humidity or the environments have a direct effects on the life of components.

12.8- Once a defective components is being changed or repaired, the customer is not entitled to further claims for losses incurred. In such a circumstances the customer is not entitle to cancel the order.



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12.9– The warrantee period in the case where AssaFlex is responsible for installation, will commence from the time the work or section of the work is completed and handed over to the customer. In such a circumstance if the account is delayed, AssaFlex will not be responsible for the complete period of guarantee, the start of period will not be delayed.

12.10 – If the customer wishes to have a longer period of guarantee, it will only be valid if both parties agree in writing.

12.11 – The customer is responsible to inspect the components on a regular basis. Please refer to the relevant components data sheets.

12.12 If the customer or a third party decide to make changes or repairs any components or Building materials, without AssaFlex consent the warranty expires. In such a circumstance the customer must immediately undertake suitable measures to limit the extent of damage, and allow AssaFlex to rectify the issue.

13. Liabilities

13.1- AssaFlex undertakes to carry out its guarantee obligations and responsibilities in accordance with the terms of this contract. No other liability towards AssaFlex is acceptable or permissible.

13.2 If losses are incurred by a third party or by the customer in connection with AssaFlex delivery or in action, then AssaFlex shall compensate for this only insofar as its liability insurance provides backing. In such a circumstance the customer is not permitted to claim for further damages.

13.3- AssaFlex is only responsible for claims in connection with incorrect advice, design or engineering activity up to a maximum of the fees invoiced for the consultation, design or engineering activity. If these activities were performed free of charge, then AssaFlex shall bear no liability.

13.4 No further guarantees or liabilities shall apply, particularly claims for a discount or for damages on account of non-fulfilment or incomplete fulfilment as well as all other claims for damages and legal remedies. Under no circumstances is AssaFlex liable for consequential damages or loss of profit. Likewise is excluded any liability for losses in connection with restrictions on use of any kind (e.g. late opening of highways or streets).

13.5 In a case were a certain product has failed its designed duties, AssaFlex will only agree to the failure of the product, only when the company's engineer inspect and agree with failure, would accept to replace the product. In such circumstance AssaFlex is only responsible to replace the product. Delivery or any other cost as a result of the failure will not be compensated by AssaFlex.

14. Data processing

AssaFlex is entitled to process and to store data obtained within the framework of its business relations with the customer in accordance with UK data protection law.

15. Place of performance, jurisdiction and applicable law

15.1. Unless otherwise agreed, the place of performance for all services covered by this contract is AssaFlex registered office in the United Kingdom.

15.2 The legal relations of the parties are exclusively governed by English substantive law under exclusion of the rules of private international law and the United Nations Convention on Contracts for the International Sale of Goods of 1980 (Vienna Convention).

15.3. The exclusive jurisdiction for all disputes is IGLOO CPM registered office in England. AssaFlex is further entitled to take legal action against the customer in the legally intended jurisdictions.



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16 . Installation

If AssaFlex is also responsible for the installation or supervision of installation of the supplied products, AssaFlex installation procedure shall apply and become an integrated part of these T&C.

17 . Returned goods

AssaFlex will not accept return of any goods under any circumstances

18 Health and Safety

18.1-AssaFlex does not take any responsibilities for any issues resulting from unsafe practices by the customer.

18.2- If AssaFlex is undertaking installation of works, the customer shall ensure safe access and egress, safe working platform, segregation of the area etc, is provided free of charge. If any incidents occurs due to lack of proper H&S system of work, the customer will be responsible for the costs arising from the incident.

18.3- If AssaFlex accept responsibilities for providing the H&S system, then the liabilities will rest with AssaFlex.