

TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

In these terms and conditions the following words shall have the following meanings:

- a) "The Company" means Design and Visual Concepts Ltd (DVC) and its employees.
- b) "The Contract Work" means the products and/or services supplied by the Company.
- c) "The Buyer" means the company or person to which the contract work is supplied.
- d) "The Proposal" together with these conditions, the buyer's signed Order Form and the Company's acceptance (DVC) by invoice and covering letter form the basis for the whole agreement between the parties.

2. MAKING THE CONTRACT

- a) The Company's quotation, which comprises an invitation to treat (an invitation to make an offer), is open for a period of 30 days beginning with the date thereof, provided the Company has not previously withdrawn it. Any order issued by the Buyer is subject to acceptance by the Company. A contract is formed when the Company accepts the Buyer's offer.
- b) All orders are placed under these terms and conditions.
- c) These terms and conditions override other Terms and Conditions which a buyer might seek to impose even though such other terms and conditions may be submitted in a later document.
- d) No variation of these Terms and Conditions is permitted unless expressly accepted by a Director of the Company in writing.

3. FEES

- a) The Company's fees shall be as stated in the Proposal or any written variation of it issued by the Company prior to acceptance of the Buyer's signed Order Form.
- b) All fees and other costs stated in the Proposal are exclusive of VAT.
- c) The Company shall be entitled to deliver invoices for its fees and VAT in accordance with the Proposal.

4. DUE DATE OF PAYMENT

The due date of payment of any invoice shall be as follows:

- a) Within thirty days after the date of the invoice (unless otherwise stated in the Proposal).
- b) The Company has the right to charge interest at 5% above the Royal Bank of Scotland PLC base rate on all overdue accounts. Interest is deemed to accrue on a day to day basis from the due date for payment.
- c) The Buyer shall not be entitled to withhold or set off any sum in respect of any loss or damage which it alleges to have been sustained as a result of any default of the Company.

5. POSTPONEMENT

If the Buyer at any time after returning a signed Order Form shall request postponement of the Contract Work:

- a) The Company shall be entitled to charge the Buyer the cost to the Company attributable to the postponement. These costs are likely to include not only costs incurred by the Company on behalf of the Buyer but also costs for additional time incurred by the Company, its Directors and staff at their prevailing hourly rates.
- b) A Postponement of one calendar month or more shall, at the option of the Company be deemed to be a cancellation of the Buyer

6. CANCELLATION

If the Buyer at any time after returning a signed Order Form shall cancel or be deemed to have cancelled then the Company shall be entitled to receive/ retain all or such part of its fees which fairly represent:

- a) The time which the Company and its servants or agents have spent on the order. This time is chargeable at the usual hourly rates applied by the Company during that calendar year and
- b) Any costs which are readily attributable to the order.

7. AGENTS

The term 'agents' is applied to those persons or companies either in the United Kingdom or elsewhere with whom the Company has made arrangements for the sale of its goods or services is a nominal one, and indicates only that they are local representatives appointed for the convenience of customers and through whom enquiries or orders may be received and dealt with by the Company. They are not authorised by the Company to incur any liability, give any guarantee or warranty, make any representations or transact any business on behalf of the Company other than offering for the sale of the Company's goods and services upon these Terms and Conditions.

8. RISK AND THE PASSING OF PROPERTY

- a) Risk in the Contract Work shall pass to the Buyer when the Contract Work is delivered to, or collected by, the Buyer or its agent
- b) Title to the Contract Work shall not pass until such time as the balance of fees, VAT and any interest thereon (if applicable) has been paid
- c) Until title to the Contract Work passes:
 - (i) All copyright and other intellectual and industrial property rights remains with the Company.
 - (ii) The information contained in the Contract work shall be held in confidence by the Buyer and shall not be copied or communicated to third parties.

9. WARRANTY AND OTHER TERMS

- a) No representation whether express or implied, statutory or otherwise is made as to any of the following matters:
 - (i) The accuracy of any data from published sources that the Company may use.
 - (ii) The levels of reliability within statistical limits for data obtained from probability sampling or non-probability sampling.
- b) The Company gives no warranty and makes no representation whether express or implied, statutory or otherwise as to the success of any research campaign.

10. FORCE MAJEURE

- a) The Company shall not be liable for any failure to deliver the Contract Work arising from circumstances outside the Company's control such as act of God, war, riot, Government action etc
- b) If the circumstances preventing delivery still continue three months after the said circumstances have arisen, then either party may give written notice to the other cancelling the contract.

Neither party shall be under any further liability to the other except that the Buyer shall be liable to pay for the Contract Work less a reasonable allowance for what has not been performed by the Company.

11. DISPUTES

The Contract shall be governed by English law and any disputes shall be subject to the jurisdiction of the English Courts.

12. LEGAL BASIS FOR PROCESSING

We will contact you through your chosen method of communication in-line with our privacy policy <https://www.designandvisual.com/privacy-policy/>

Specification schedule

1. Local Flatness¹

This shall be checked with a studded rule 200 mm long Length (L) comprising three studs, shown on the Figure 01 below (the isolated stud is positioned in the middle of the rule).

The stud height (h) being:

- 1 mm for common flatness;
- 0,6 mm for superior flatness.

The stud width (l) being 5 mm.

It should be possible for the two end studs of the rule to come into contact with the surface of the work at the same time and it should be possible to see the rule rocking when the central stud is in contact with the work.

For lack of studded rule, use of metal rule with feeler gauges should be allowed.

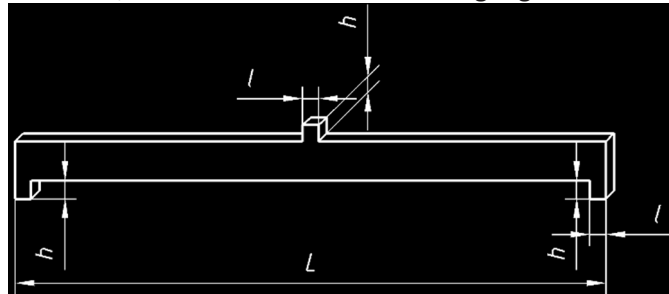


Fig 01

2. General Flatness² Same procedure as Local Flatness above but using a rule 2 m long (L). The stud height (h) being:

- 5 mm for common flatness;
- 3 mm for superior flatness.

The stud width (l) being 25 mm.

For lack of studded rule, use of metal rule with feeler gauges should be allowed.

The level of flatness should be specified.

3. Local Radius (Not covered in BS EN 15319:2007)

This shall be checked using the similar principles of 1. Local Flatness but using the gauge in Fig 02 below. To be CNC cut.

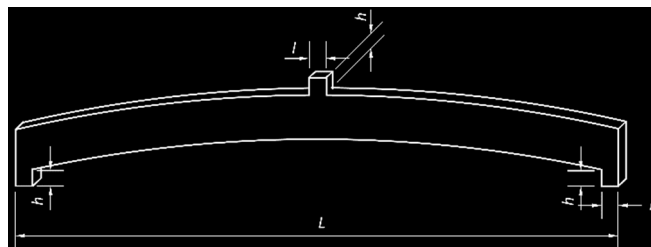


Fig 02

¹ Extracted principles from BS EN 15319:2007 General principles of design of fibrous (gypsum) plaster works 6.2.1

² Extracted principles from BS EN 15319:2007 General principles of design of fibrous (gypsum) plaster works 6.2.2

4. **General Radius (Not covered in BS EN 15319:2007)**

Similar procedure as Local Flatness above but using a rule 2 m long (L) and using the gauge profile in Fig 02 below. To be CNC cut.

5. **Verticality of flat work surfaces³**

A tolerance of 1 mm in the verticality shall be acceptable for each section or part section of 0,5 m height (e.g. for a height of 3,60 m, the tolerance shall be 8 mm).

6. **Surface appearance⁴**

The condition of the exposed face of the work shall be such that it allows the application of the usual finishes without any other preparatory work than that which is normal for the type of finish being considered

See Annex C of BS EN 15319:2007 which describes the preparation and painting of the works to achieve a Level of finish A, B or C.

The Architects should specify the Level of Finish (painting) and it should be noted that the painting should only take place after the final permanent lighting is in place

7. **Lighting⁵**

The general level of lighting can have a critical effect on the appearance of a finished surface. The temporary lighting conditions on site for the fibrous plastering should simulate the same or higher lighting conditions as those produced by the final permanent, installation.

The appearance of a surface can also be affected by the angle of illumination, which can accentuate minor deviation from line. Hence the direction of the temporary lighting should be adjustable.

Examples of critical lighting are:

- natural light from window(s) coming from one single side;
- artificial light from close wall / ceiling fittings, cornice lighting.

8. **Glancing Light⁶**

The designer should specify in the contract documentation if the final permanent lighting of any surface is to fall at glancing angles.

In these conditions installing fibrous plaster under glancing light would constitute working under special conditions.

Under critical lighting conditions minor imperfections in the surface may become visible even though the work has been carried out in accordance with the European Standard BS EN 15319:2007.

³ Extracted principles from BS EN 15319:2007 General principles of design of fibrous (gypsum) plaster works 6.3

⁴ Extracted principles from BS EN 15319:2007 General principles of design of fibrous (gypsum) plaster works 6.1

⁵ Extracted principles from BS EN 15319:2007 General principles of design of fibrous (gypsum) plaster works 5.1.4

⁶ Extracted principles from BS EN 15319:2007 General principles of design of fibrous (gypsum) plaster works 5.1.4.3

9. Viewing conditions for inspection⁷

When assessing their appearance for acceptance, surfaces should be viewed from positions relevant to the intended use of the adjacent area.

For example (viewing with the naked eye, while standing):

- viewing from the entrance doorway and from the centre of the room in small or average areas (e.g. normal domestic room, administrative office);
- viewing from about 2 m away from the wall surface in larger areas; for ceilings, this would be from the floor under or on the floor close to, the area involved (e.g. theatre, lecture room).

10. Site Conditions⁸

The progress of construction work on the building shall be such that the area where the fibrous plaster is to be installed is sheltered from the risk of becoming wet because of rain or the accidental spillage of water.

The areas on site for the installation shall be free of all furniture, plant, materials, packaging or rubbish and shall be swept clean.

It is accepted that fibrous plaster installation work may be carried out when the site temperature is equal to or greater than 4 °C.

⁷ Extracted principles from BS EN 15319:2007 General principles of design of fibrous (gypsum) plaster works 5.1.4.4

⁸ Extracted principles from BS EN 15319:2007 General principles of design of fibrous (gypsum) plaster works 5.1 General site conditions