

## Off Site Solutions (R T) Limited ("OSS")

### TERMS AND CONDITIONS OF SALE

#### A. BASIS OF QUOTATION AND PAYMENT

1. Our quotation is strictly nett and does not include for any retention, bonds, warranties or Main Contractors Discount.
2. Our payment terms are 30 days from the date of invoice or application.
3. If the Contractor fails to pay a sum due to OSS by the final date for payment (as referred to above), OSS reserves the right to add interest to the unpaid sum from the final date for payment until the actual date of payment. This shall be calculated on a daily basis at the annual rate of five per cent (5%) above the Bank of England Base Rate.
4. Our quotation is exclusive of VAT (or any other tax that may apply to the sale of goods) which will be added at the prevailing rate.
5. OSS will raise an invoice or application (as appropriate) once the pods have been manufactured and are ready to be delivered.
6. Submission of applications via Contractor-mandated portals or platforms is excluded from the Contract Sum. Any associated costs or time shall be borne by the Contractor or valued as a Variation in accordance with the Contract.
7. Our quotation is open to acceptance for 60 days.
8. Our quotation is based on current information and is subject to variations on receipt of full and final information.
9. Our quotation forms the basis of our order and scope of works and we cannot accept any responsibility for the sufficiency of quantities, design, specification or any other provisions associated with a main contract or other agreement.
10. Any agreement resulting from this offer shall be on the basis of a material supply order, subject to the terms of this offer letter and any other terms agreed between us in writing.
11. OSS shall not be liable for any delay or failure to perform any of its obligations under any contract with Contractor if the delay or failure results from events or circumstances beyond its control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, flood, pandemic (recognized as the same by the World Health Organisation) or industrial disputes; and OSS shall be entitled to a reasonable extension of its obligations with regards to performance and deliveries.
12. Title to the property for any goods supplied by us shall only pass to the Contractor once full payment of all monies owed to us by the Contractor has been received.
13. All orders will be subject to credit approval, if our insurer will not approve the limit required, revised payment terms will need agreement prior to pods being delivered to ensure outstanding payments remain within insured limits. The clause will also apply in circumstances where a credit limit is withdrawn after an order has been placed with OSS.
14. If insured credit limits are withdrawn or exceeded during the project we reserve the right to delay or withhold deliveries or manufacture until such time as the credit limit position is resolved.
15. If the contractor fails to make a payment after 60 days of the date payment was due, OSS shall have the right to terminate the contract with the Contractor with immediate effect by notifying the Contractor in writing.
16. In the event of the Contractor being subject to any form of insolvency action and/or proceedings (or if circumstances arise likely to give rise to the same), OSS shall be entitled to terminate the contract with the Contractor with immediate effect by notifying the Contractor in writing.
17. Our liability shall be limited to the value of our quotation.
18. The Contractor agrees to the terms of the Responsibility matrix set out in clause F below.
19. The Contractor agrees that any reduction to the pod quantities once an order has been placed may result in additional costs being incurred by the Contractor. In such circumstances, OSS will advise the Contractor of any cancellation costs payable for a reduction in pod quantities.
20. OSS operates as a manufacturer and supplier of goods (with no on-site installation of pods), and is therefore not within the remit of the Construction Industry Scheme (CIS). Any CIS deductions from payments erroneously made by the Contractor will need to be made good when requested by OSS. For the avoidance of doubt, OSS will not consider any payments incorrectly made to HMRC to be settlement of any debt with OSS and will not be obligated to attempt to recover these amounts from HMRC itself.

#### B. PROGRAMME AND DESIGN

1. The Contractor agrees that payment will be made for pods manufactured (in accordance with the programme prepared by OSS and sent to the Contractor ("the Agreed Programme")), completed and stored either at OSS's premises or off site (all manufactured pods not yet delivered will be vested with Contractor, subject to receipt of payment for such pods).
2. Any delays to the delivery dates (by the Contractor beyond 4 weeks when compared to the delivery dates set out in the Agreed Programme), will attract storage costs of £50 per pod per month. OSS shall notify the Contractor of these costs, which shall be paid for by the Contractor in the event that the pods are not delivered.
3. If deliveries are delayed (by the Contractor by more than 12 weeks when compared to the delivery dates set out in the Agreed Programme), it may be necessary to store pods in an alternative location which may incur costs in excess of those mentioned in clause 2 above. OSS shall notify the Contractor of these additional costs.
4. If deliveries are delayed by the Contractor (by more than 12 weeks when compared to the delivery dates set out in the Agreed Programme), the first half of retention shall become due on a date being 12 weeks following the date the last pod should have been delivered under the Agreed Programme. In such circumstances the second half of retention shall become due 12 months following the date the first half of the retention becomes due under this clause.
5. Delivery of pods shall be in accordance with the Agreed Programme, unless agreed otherwise between the parties
6. If delays occur to the design freeze date indicated in the Agreed Programme, OSS reserves the right to change the production and delivery dates.
7. If no comments are received within 10 business days following submission of detailed pod drawings prepared by OSS and sent to the Contractor, OSS pod drawings shall be deemed to be approved and considered Status A. In such circumstances, OSS shall be permitted to commence manufacture and any changes following this date which incur any costs shall be borne by the Contractor.

8. If during the design process additional pod types are required which have not been quoted for under this offer letter, then additional design costs will be incurred and charged at the rate of £5000 per additional design type.
9. OSS will produce a pod schedule showing pod handings, location within the building, critical specifications and delivery dates from information supplied by the Contractor ("the Pod Schedule"). It is the Contractor's responsibility to check and approve the Pod Schedule prior to production commencing. Any changes to the Pod Schedule must be highlighted and issued to OSS immediately in writing. It should be noted that any changes to the Pod Schedule may incur additional costs if they relate to a change in pod quantities, pod types (including M&E variations) and pod specification. In such circumstance, OSS shall immediately inform the Contractor of any additional costs that may arise.
10. The design responsibility, with regard to the various elements of the pod, shall be as set out in the design responsibility matrix contained in part F of this offer letter.

**C. FIRST OFF**

1. Inspection and sign-off of the Quality Control First Off pod (or of each type if more than one) will be carried out at OSS's factory by authorised signatories of the Contractor. If the first off inspection date does not occur on the date set out in the Agreed Programme and the Contractor does not attend OSS's factory within 2 weeks of this date, the first off pod is deemed to be accepted in its entirety and OSS shall be permitted to commence procurement and manufacture.
2. At the first off meeting at OSS's factory a first off certificate shall be prepared by OSS incorporating all the changes agreed by both the Contractor and OSS to be made to the first off pod. The first off pod is deemed to be approved 5 days after the first off visit if the certificate has not been signed off by the Contractor and no reasonable explanation (in the opinion of OSS) has been provided by the Contractor as to why the first off certificate cannot be signed.
3. The signed-off pod(s) will be the agreed quality standard for the remaining pods. If any changes to the specification are raised at the First Off meeting, OSS shall inform the Contractor of the consequence of such a change (in terms of cost and programme implications) or whether such change can be incorporated.

**D. DELIVERY & OFFLOADING OF PODS**

1. Deliveries will be made, using vehicles using a 45' articulated trailer, in full loads throughout the duration of the project. If part loads are required they will be charged to the Contractor at full load rates. Additional loads above the No. of loads allowed for shall be charged at the cost per load rate.
2. It is the Contractor's responsibility to ensure that adequate access and hard standing are made available on site for our vehicles using a 45' articulated trailer.
3. Large quantities of pods required on the same day or week will only be accommodated if this has been discussed and agreed in advance between OSS and the Contractor.
4. It is the Contractor's responsibility to provide suitable storage for the pods if the pods are not craned into position directly from the delivery vehicle.
5. Any damaged packaging or breakages at the time of delivery must be notified to us in writing immediately.
6. A maximum of two hours unloading time, from the agreed delivery time, has been allowed for, any time in excess of this will be charged to the Contractor at £50 per hour or part thereof.
7. Deliveries cancelled by the Contractor within 48 hours of the agreed delivery time will be charged to the Contractor in full at the cost per load rate.
8. If adverse weather conditions, or any other unexpected event, prevent safe offloading, the abortive costs of the delivery will be charged to the Contractor at the cost per load rate and an additional load will be required (and charged to the Contractor at the load rate).
9. OSS shall deliver Monday to Friday and during normal working hours only (unless otherwise agreed in writing between OSS and the Contractor). Deliveries after 5pm Monday to Friday, Saturday, Sunday or any bank holidays will incur additional costs, which have not been included.
10. OSS has included deliveries on FORS Silver vehicles only. And any alternative vehicles (such as FORS Gold) will incur additional costs.
11. Our haulage quotation has been based on the Agreed programme. If deliveries are delayed by the Contractor by more than 12 weeks to the delivery dates set out in the Agreed Programme, this will trigger a review and any haulier cost increase will be passed on to the Contractor.

**E. HANDOVER AND SITE**

1. A project specific handover form shall be agreed between us. An authorised representative from both the Contractor and OSS shall be present at the opening of the bathroom pod and the handover form completed, noting any snagging or remedial work required, if necessary. Joint inspection and handover shall be carried out within 2 weeks of delivery otherwise pods will be deemed to have been accepted and handed over by default.
2. All risk and responsibility in connection with the pods passes to the Contractor on delivery. OSS cannot accept any responsibility for damage or theft to the pods after delivery.
3. Following delivery, it is the Contractor's responsibility to ensure that the pods are kept secure and locked and any loss resulting from damage and/or theft of the pod or items within the pods shall be borne by the Contractor only.

**F. RESPONSIBILITY MATRIX**

| No | General & Delivery Items:  | Responsibility                           |
|----|--|--|
| 1  | A sample pod for each type is to be made for approval prior to manufacture/delivery to site, which needs to be signed off by the relevant parties. This pod will set the benchmark standard of all pods.   | OSS<br>Main Contractor                   |
| 2  | Each pod is to have a unique serial number which will be marked on the pod in the service riser side for future ref.   | OSS                                      |
| 3  | OSS will produce a pod schedule showing pod handing's, location within the building, critical specifications and delivery dates from information supplied by the Main Contractor ("the Pod Schedule"). It is the Main Contractor's responsibility to check and approve the Pod Schedule prior to production commencing. Any subsequent changes to this Pod Schedule must be highlighted and issued to OSS immediately in writing. OSS will not be responsible for any costs resulting from a change to the Pod Schedule. | OSS<br>Main Contractor                   |
| 4  | Manufacture pods and deliver to site in full loads by 54ft (16.5m) articulated lorry – with 2 hours allowed for waiting and unloading.<br><br>Minimum of 48 hours' notice required for delivery cancellation.  | OSS<br>Main Contractor                   |
| 5  | Pods to be delivered to site with transport protection only c/w temporary OSB padlocked door for security, netting to floor area. It is essential that the Main Contractor ensures the pod is protected from water/moisture ingress (during the construction programme), which has the potential to cause damage to ceiling board and finishes.  | OSS<br>Main Contractor                   |
| 6  | Offloading of pod from lorry, either by crane (using lifting frame) or forklift to a hoist, platform or direct into the building.<br><br>Banksman to attach lifting frame to pod on lorry & lift by crane into temporary position in building. Installer to remove lifting frame from pod.   | Main Contractor<br>Installing Contractor |
| 7  | If required temporary bearers should be placed under the pod prior to final positioning, these can either be: 2no. 100x100mm full length to suit pod, or 4no.100x100x600mm diagonally across all corners. The pod should not sit in water on the floor plate.  | Main Contractor<br>Installing Contractor |
| 8  | Lifting frames can lift both left and right-handed units. The frame is supplied with relevant test certificate and method statement. The number and cost of lifting frames required will depend upon the final design of each type of pod and the number of cranes lifting pods.   | OSS                                      |
| No | Install Line and Level:  | By                                       |
| 1  | Removal and disposal of all packaging and temporary doors, bracing and floor netting by others (not OSS).  | Main Contractor or Installing Contractor |
| 2  | Setting out of grid lines, datum points and levels for pod location by others (not OSS).   | Main Contractor or Installing Contractor |
| 3  | Positioning line and level of pod by others (not OSS).   | Main Contractor or Installing Contractor |
| 4  | <b>GRP pods</b> must be installed on a on a flat and level surface. Self-Levelling compounds achieving +/-2mm Level and 1+/- flatness.<br><br><b>GRP Pods</b> must not be shimmed, they may be packed locally to take up discrepancies in levelling compound low points.   | Main Contractor or Installing Contractor |
| 5  | <b>Floored and Floorless Steel frame tiled pods</b> may be shimmed in locations indicated on the Pod drawings to achieve the required level and floor. Each location can be shimmed to a maximum of 50mm which should be achieved with no more than 3 individual shims (i.e. 2x20mm & 1x10mm shims) Any structural slab tolerance issues are to be dealt with by others on site not OSS.   | Main Contractor or Installing Contractor |
| 6  | <b>Floorless GRP and Floorless Steel frame tiled Pods.</b><br><br>Following final positioning of "Floorless" pods the Installing Contractor should ensure the pod is mechanically secured to the slab either side of the door opening, and any other locations indicated on the pod drawings. Once secured all temporary transportation braces can be removed. The approved OSS drawing will show the full detail and should be followed.  | Main Contractor or Installing Contractor |
| No | Plumbing Items – OSS Factory:  | By                                       |
| 1  | All pods delivered to site have been flushed and factory tested. H & C water supplies (MLCP) are water tested at 1.5 times working pressure (if instructed in writing) or 7 bar as default.<br><br>Soil and waste pipes are tested up to 50 millibar on a water gauge. Test certificates and sign off sheets are provided for every pod.   | OSS                                      |

| No | Plumbing Items - Site:  | By                                       |
|----|---|--|
| 1  | The flushing of the supply pipework must be done prior to connection to the pods.   | MEP Contractor                           |
| 2  | Connection of the pods MEP services to building services.<br>Re-seating of WC pan connector if required following connection to soil pipe.  | MEP Contractor                           |
| 3  | Chlorination of the pipework after connection to the pods.  | MEP Contractor                           |
| 4  | Setting of the shower valve/TMV3 temperature/PRV if applicable.   | MEP Contractor                           |
| 5  | Check WC flush and set the WC cistern filling level following mains water connection.   | MEP Contractor                           |
| 6  | All other necessary commissioning to plumbing installation.   | MEP Contractor                           |
| 7  | Final test on full and complete plumbing installation.  | MEP Contractor                           |
| No | Finishes - Factory:   | By                                       |
| 1  | 8mm silicone seal to all pods, tiled pods will have 3mm grout for the floor and walls (unless agreed otherwise).  | OSS                                      |
| No | Finishes - Site:  | By                                       |
| 1  | When provided, vanity tops over WC cisterns are supplied loose and will require levelling and silicone seal applied after commissioning others (not OSS).   | Main Contractor                          |
| 2  | OSS cannot be held responsible for any cracks, shrinkages, mould, or other defects that may occur to the painted walls or ceilings, arising from, but not limited to, movement, transportation, install and/or environmental changes, local conditions, and factors such as weather etc.  | Main Contractor                          |
| 3  | Where external plasterboard or fermacell is to be installed by OSS, the board will finish 10mm above the floor/base frame to reduce the risk of damage and water ingress. Any finishing required to this gap is to be carried out by others on site not OSS.  | Main Contractor                          |
| 4  | <b>Floorless GRP pods</b> , floor finishes supplied, cut, and laid by others. Silicone seal to be applied between floor and GRP walls others (not OSS).   | Main Contractor or Installing Contractor |
| 5  | <b>Floorless Steel frame pods</b> will require the bottom row of wall tiling and floor tiles to be completed on site by others (to include cut to size from full tiles). Remove temporary timber tile support battens, clean of excess adhesive and cut/scribe tiles to finished floor. Silicone seals to be applied between wall to wall and floor to walls by others (not OSS). | Main Contractor or Installing Contractor |
| 6  | <b>Floorless pods laying of finishes.</b><br><br><b>GRP Pods:</b> Levelling compound/floor finishes, silicone seals where applicable, as directed by the Main Contractor<br><br><b>Steel frame Pods:</b> Levelling compound/floor finishes, bottom row of wall tiles, silicone seals, as directed by the Main Contractor.   | Main Contractor or Installing Contractor |
| 7  | Any access to components made through vanity tops, tiles, mirrors etc. will be supplied either loose or left in place with temporary fixings. These items left loose or in place are to be fully fitted/grouted/siliconed by others (not OSS) after full commissioning by MEP contractor  | Main Contractor or Installing Contractor |
| 8  | Where required, pod door thresholds are supplied and fitted on site by others (not OSS).  | Main Contractor or Installing Contractor |
| 9  | It is the Main Contractor's responsibility to ensure the pods are kept clean on site and OSS shall not be liable to carry out any cleaning (final, builders or otherwise) to the pod.   | Main Contractor                          |

| No | Electrical Items – Factory:  | By                               |
|----|--|----------------------------------|
| 1  | All pods delivered to site have been factory tested by NiCEIC approved electrical testers. Continuity and functionality tests will have been carried out and a test certificate and sign off sheet is provided for every pod.<br><br>Electrical System - Installation in accordance with the 18th Edition of the IEE Regulations. Terminated with coiled cables. Factory tested to BS7671.<br><br>Pod supply must be protected with a 30mA RCD by others.                                | OSS<br><br>MEP Contractor        |
| 2  | Lights (as applicable):<br>a) Lamp holders are dropped from the ceiling to allow for safe transit to site. Lamps and bezels are packed and delivered with the final delivery unless instructed in writing.<br>b) Bulkhead lights have the diffuser removed and placed in the pod.<br>c) When instructed in writing, lamps and bezels or complete lighting units may be fitted at the factory, the responsibility for damage or loss/theft from site sits with the Main Contractor.       | OSS<br><br>Main Contractor       |
| No | Electrical Items – Site:   | By                               |
| 1  | Ventilation - balance and lock off (as applicable). When the extract vent is to be fitted in the ceiling it is supplied loose for fitting by others (the housing will be fitted by OSS in the factory). Wall mounted vents are supplied complete.  | MEP Contractor                   |
| 2  | Electrical connections to mains services and testing/ certification of installation to BS7671.<br><br>Pod supply must be protected with a 30mA RCD by others.  | MEP Contractor                   |
| 3  | Lights (as applicable):<br>a) Fit lamps and bezels into lamp holder and push up into ceiling.<br>b) Fit diffuser to bulkhead light.<br>c) When instructed in writing, lamps and bezels or complete lighting units may be fitted at the factory, the responsibility for damage and loss/theft from site sits with the Main Contractor, not OSS.<br>d) The pod transport protection wrapping must be removed and no insulation placed over the lights, prior to fitting on site by others. | Main Contractor & MEP Contractor |
| 4  | PIR – setting and adjustment (as applicable).  | M&E Contractor                   |
| 5  | Any nurse call systems, pull cords, reset button, fire alarm beacons, sprinklers, light switches, fan isolation switches and/or associated back boxes are to be supplied and fitted by others (not OSS).   | Main Contractor & MEP Contractor |
| No | Site Inspections and Handover:   | By                               |
| 1  | A project specific handover form shall be agreed between us. An authorised representative from both the Main Contractor and OSS shall be present at the opening of the bathroom pod and the handover form completed, noting any snagging or remedial work required, if necessary. Joint inspection and handover shall be carried out within 2 weeks of delivery otherwise pods will be deemed to have been accepted and handed over by default.  | Main Contractor & OSS            |
| 2  | Following delivery, it is the Main Contractor's responsibility to ensure that the pods are kept secure and locked and any loss resulting from damage and/or theft of the pod or items within the pods shall be borne by the Main Contractor only. Risk passes on delivery.   | Main Contractor                  |
| No | Design:  | By                               |
| 1  | Bathroom layout, dimensions and location of fixtures and fittings (tolerances to +/-5mm).  | Others not OSS                   |
| 2  | Fire and acoustics requirements to the pod (if any)  | Others not OSS                   |
| 3  | Pod Carcass build  | OSS                              |
| 4  | Structural integrity of the pod. Unless indicated by OSS in writing, our ceilings are not designed to be load bearing and therefore no individual should climb onto the ceiling of the pod. OSS cannot accept any responsibility for damage occurring to the ceiling as a result of the same.  | OSS                              |
| 5  | Specification of fittings comply with Building Regulations and statutory requirements.   | Others not OSS                   |
| 6  | Correct installation of fixtures and fittings inside the pod.  | OSS                              |
| 7  | Integration of pod into the building, including M&E  | Others not OSS                   |
| 8  | Only access panels identified on the pod drawings have been included. Any additional panels requested through the Design process (or otherwise) will be a variation.   | Main Contractor, MEP & OSS       |
| 9  | No allowance has been made for any building work or making good the same.  | Others not OSS                   |
| 10 | Please note that OSS's GRP panel make up for GRP pods and GRP ceilings (in steel frame pods) has been tested pursuant to BS 476: Part7: 1997 and has been classified as Class 3. It is for the Main Contractor and others to determine whether this classification is acceptable with regards to any fire resistance, flame spread or other rating or classifications, that may be required under  | Others not OSS                   |

|           |  |                          |
|-----------|--|--------------------------|
|           | Building Regulations, standards and statutory (or any other applicable) requirements. As such, it is the Main Contractor's responsibility to ensure Building Control's approval.   |                          |
| 11        | The pod carcass, specification, footprint size and all other relevant factors have been prepared in accordance within the laws, regulations and standards applicable to England and Wales  | Others not OSS           |
| 12        | To the extent that pods are being delivered outside of the UK, it is for the Main Contractor (or for any other party which OSS subsequently contracts with) to satisfy themselves that our offering is compliant with any local, national, European, Federal, or State law that may apply (including any regulations, standards, codes of practice and/or any other applicable matter).  | Others not OSS           |
| 13        | Provide operation and maintenance data for all pods.   | OSS                      |
| <b>No</b> | <b>First Off Pod(s):</b>   | <b>By</b>                |
| 1         | Inspection and sign-off of the Quality Control First Off Pod (or of each type if more than one) and the First Off Certificate will be carried out at OSS's factory by.   | Main Contractor          |
| 2         | The signed-off pod(s) will be the agreed quality standard for the remaining pods. If any changes to the specification are raised at the First Off meeting, OSS shall inform the Main Contractor of the consequence of such a change (in terms of cost and programme implications) or whether such change can be incorporated.  | OSS &<br>Main Contractor |
| <b>No</b> | <b>Clarifications:</b>   | <b>By</b>                |
| 1         | Where applicable our extra over price for the supply and fitting of the Gypliner Bracket is to the exterior of the pod wall only. It is the Main Contractor's responsibility to design, supply, set-out and install the corresponding U-track including all necessary head, floor, and corner tracks/angles.   | Main Contractor          |
| <b>No</b> | <b>Vesting:</b>  | <b>By</b>                |
| 1         | OSS shall provide a photograph of each wrapped pod (with identity labels), which will be the subject a monthly vesting invoice or application (as appropriate). This photograph shall be sufficient for the purpose of establishing that the pod has been manufactured, wrapped and is ready for delivery. Any request by the Client/Main Contractor (or their representatives) to visit OSS to inspect pods (subject to the vesting invoice or application) can be accommodated but must be arranged in advance of the payment date for the invoice or application. | OSS                      |