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Steel Building Quotation  
Oxfordshire - Countryside Location  
6m x 12m x 3m to eaves

Date 16 April 2011

Quotation Reference 0704-0577-Oxfordshire C 6x12

Customer Ref Oxfordshire C 6x12

Dear Sirs

We thank you for your valued enquiry, based on the information provided Omega Steel Building Solutions are pleased to offer our quotation which we trust is in line with your requirements. Please feel free to contact our sales team to discuss any additional requirement or changes in any of the detail listed in our quotation below.

Omega Steel Building Solutions utilise latest advancements in material and profiles available, sections are manufactured from Z45 high tensile pre-galvanised high yield cold rolled steel, resulting in high strength, economical frames. Most component manufacturing processes are fully automated utilising CAM file input. The portal frames secondary cladding support systems are a bolt together construction, section are connected by a load bearing laser cut bracket, all holes in the component parts are produced from the CAM files to ensure accuracy and alignment.

On receipt of order Omega Steel Building Solutions will supply as part of the package a detailed general arrangement drawing, slab specification, elevation drawings and a standard building calculation sheets to issue to your local authority building control department. We have found our standard set of documentation acceptable to most local authorities in obtaining planning permission, however If further calculations are required, it may incur additional charges depending on building control requirements.

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Based on the information entered

Overall sizes the Pre galvanised Omega Steel Building Solutions building kit will produce:

Wind Speed	20 m/s
Site Altitude	71 m
Distance from Coast	104 km
Building Location	country
Height to eaves	3.000 m
Gable Width	6.000 m
Length	12.000 m
Roof Pitch	12 degrees
Building Style	Ridge
Column Centres	3.847 m
Number of Bays	3
Cladding type	Single Skin Polyester 0.7mm Roof panels 0.5mm Wall Panels

Roller Doors	1 x Industrial Roller Door 3m wide by 2.5m high;
Steel Security door, powder coated	1
Rain water system	none

Colours Chosen

Flashings/Trim	Ocean Blue / Ocean Blue
Roofing Cladding	Goosewing Grey
Wall Cladding	Goosewing Grey

Components covered:

Flashings/ Trims  
(Corner, Drip, Eaves, Ridge and Barge)  
Fixings for frame, cladding and base cleats  
Clear Roof Lights (min 10% of Roof area)  
Bracing  
Fillers

The building kit design conforms to BS5950 Part 5, and wind Calculations BS6399 part 2

Building Kit price based on the above:

Building Kit	£ 6639.504 + VAT Ex works
Lead Time	3 – 4 Working weeks from receipt of final building size approval and account clearance.
Valid	30 days
Terms	25% deposit with order, remaining 75% prior to shipping. Inspection of building at our Kidderminster collation point prior to final payment is an option if required.

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All Prices are subject to availability, Omega Steel Building Solutions terms and conditions of sales apply at all times. Our quotation is based on our interpretation of your requirements, any deviations will be costed on a pro rata bases.

Our quotation is for the supply only of materials to produce a building to the above criteria.

For guidance, assuming site access and boundaries aren't an issue we would anticipate a labour cost budget of £3420 would be applicable for erection of a building based on the above sizes on a pre-prepared base. This budget cost does not include the hire of plant or equipment specific to your site this can be discussed and quoted as an additional cost by our experienced sub contract installers.

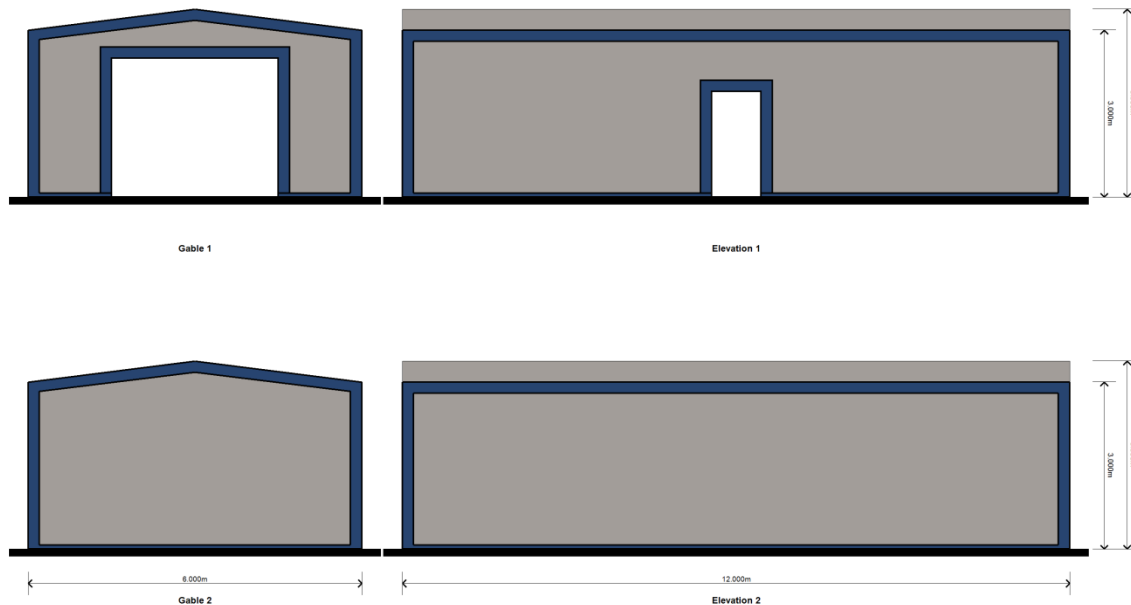
Whilst many of our end user customers choose to project manage and even erect their building Omega Steel Building Solutions have trade partners throughout the UK who are familiar with our products, our trade partners are able to handle any element of the processes required to deliver your project to the highest standard. Health and safety is a top priority to our partners and Omega Steel Building Solutions, the experienced teams will be able to guide you through the processes and work to applicable regulations. This aspect should be of high priority to you if the building is to be installed on an existing commercial site. You are responsible to ensure everybody on your site is safe, even sub contractors. Contact a member of the Omega Steel Buildings Team and we advise you of trade partners in your area, or trade partners who have expertise in your building type usage.

Once again we thank you for your interest in our product and hope you can see its advantages, both in price and availability. The team at Omega Steel Building Solutions hope we can be of assistance in the future.

Kind Regards

Omega Steel Buildings Team

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## Terms and Conditions - 2011

### 1. INTERPRETATION

1.1 The definitions in this clause apply in the terms and conditions set out in this document:

**Goods:** the products (including both steel framed structure specific products and other more general products) that we are selling to you as set out in the Order. **Order:** your order for the Goods as set out overleaf. **Terms:** the terms and conditions set out in this document. **We/Us:** Omega Steel Building Solutions Limited incorporated and registered in England and Wales (CRN 07191670) and at 1 Franchise Street, Kidderminster, Worcestershire, DY11 6RE.

1.2 Writing or written does not include faxes or e-mail.

1.3 Headings do not affect the interpretation of these terms.

### 2. OUR SERVICE

2.1 In conjunction with you, and based on the information you provide to us, we will generate a bill of the materials that are required in relation to the steel framed structure that you wish to construct (**Quotation Service**). This will set out what Goods you require and what the related costs will be. At this point we will also quote for any other general products which you wish us to supply to you. Following your approval of our quotation, the settlement of a final bill of materials, our formal acceptance of your Order and your payment of the Deposit in accordance with clause 8.5 (a) we will then source and deliver the Goods to you.

2.2 For the avoidance of any doubt, we do not provide any labour to assist you with the construction of the relevant structure.

2.3 We do not charge you for the Quotation Service and, accordingly, can accept no liability whatsoever in relation to it, save that in the event that it becomes abundantly clear that significantly more or less Goods are required to construct a structure than we have advised (solely due to our error), we will use our reasonable endeavours to supply the necessary additional Goods to you on a prompt basis and at a price commensurate with the other Goods supplied to you or, as applicable, accept the return of and issue a credit in respect of, surplus Goods supplied to you.

### 3. BASIS OF SALE

3.1 We consider that these Terms, the Order and our price list set out the whole agreement between you and us for our free Quotation Service and the sale of the Goods. Please check that the details in the Terms or on the Order are complete and accurate before you commit yourself to the contract. If you think there is a mistake or omission in these documents, please contact us immediately. Any changes to the specification of the Goods or other variation to the Terms or Order that you agree with our authorised employees and agents will be only be binding if recorded in writing. Please ensure that you read and understand these Terms before you sign the Order, because you will be bound by them once a contract comes into existence between us in accordance with clause 3.5.

3.2 Any web shots, samples, drawings, or advertising we issue, and any illustrations contained in our catalogues or brochures or on our website, are produced solely to provide you with an approximate idea of the Goods they describe.

3.3 If any of these Terms are inconsistent with any term of the Order, the Order shall prevail.

- 3.4 The Order is an offer by you to enter into a binding contract, which we are free to accept or decline at our absolute discretion.
- 3.5 These Terms shall become binding on you and us when:
- (a) we issue you with written acceptance of an Order (Order Confirmation); or
  - (b) we notify you that the Goods are ready for delivery,
- whichever is the earlier, at which point a contract shall come into existence between us.
- 3.6 Any quotation for the Goods is given on the basis that a binding contract shall only come into existence in accordance with clause 3.5. A quotation shall be valid for a period of 30 calendar days from its date of issue, unless we notify you in writing that we have withdrawn it during this period.
- 3.7 We shall assign an order number to the Order and inform you of it. Please quote the order number in all subsequent correspondence with us relating to the Order.
- 3.8 You may within seven calendar days of placing an Order amend or cancel an Order by providing us with written notice. If you amend or cancel an Order, your liability to us shall be limited to payment to us of all costs we reasonably incur in fulfilling the Order until we receive your amendment or cancellation, except that where the amendment or cancellation results from our failure to comply with these Terms you shall have no liability to us for it.
- 3.9 We have the right to revise and amend these Terms from time to time. You will be subject to the policies and terms in force at the time that you order the Goods from us, unless any change to those policies or these Terms is required by law or government or regulatory authority (in which case, it will apply to orders you have previously placed that we have not yet fulfilled).

#### **4. THE GOODS**

- 4.1 We warrant that on delivery the Goods shall:
- (a) conform in all material respects with their description;
  - (b) be of satisfactory quality;
  - (c) be fit for any purpose we say the Goods are fit for or for any reasonable purpose for which you use the Goods;
  - (d) be free from material defects in design, material and workmanship; and
  - (e) comply with all applicable statutory and regulatory requirements for selling the Goods in the United Kingdom.
- 4.2 This warranty does not apply to any defect in the Goods arising from fair wear and tear, wilful damage, accident, negligence by you or any third party, if you use the Goods in a way that we do not recommend, your failure to follow our instructions, or any alteration or repair you carry out without our prior written approval.
- 4.3 We will take reasonable steps to pack the Goods properly and to ensure that you receive your order in good condition.
- 4.4 These Terms apply to any additional, repaired or replacement Goods we supply to you in the unlikely event that the original Goods are not of a satisfactory standard or do not otherwise conform to these Terms.

#### **5. SHORTAGES, DEFECTIVE GOODS AND RETURNS**

- 5.1 On delivery, you are obliged to immediately inspect the Goods to ascertain that they conform to these Terms as regards quantity and quality.
- 5.2 In the unlikely event that the Goods do not conform with these Terms, please let us know as soon as possible after delivery, and, in any case, within 48 hours. If possible, you should forward photographic identification to us and inform the relevant haulier at the time of delivery. We will (at our sole discretion):
- (a) make up any shortages;
  - (b) provide you with a full or partial refund;
  - (c) replace the Goods; or
  - (d) repair the Goods.
- 5.3 If we do not hear from you in relation to the Goods within a period of 48 hours from delivery we will presume that the quantity and quality of the Goods is acceptable to you and we shall accept no liability to you for any shortages or defects whatsoever, save that we shall accept liability for defective Goods where the fact that they are defective would not be apparent from a thorough initial inspection.
- 5.4 These Terms will apply to any, additional, repaired or replacement Goods we supply to you.

#### **6. DELIVERY**

- 6.1 We will deliver the Goods to you within 7 calendar days of the date on which we notify you that they are ready.
- 6.2 Delivery of the Order shall be completed when we deliver the Goods to you.
- 6.3 We will take reasonable steps to meet the delivery date set out on the Order or as otherwise agreed between us. However, occasionally delivery may be affected by factors beyond our control and so cannot be guaranteed. We will let you know if we become aware of an unexpected delay and will arrange a new delivery date with you.

- 6.4 If you fail to take delivery of an Order within the period of four weeks from the date on which we notify you that the Goods are ready, then, except where this failure is caused by our failure to comply with these Terms or by an event beyond your control:
- (a) we will store the Goods until delivery takes place and may charge you a reasonable sum to cover expenses and insurance.
  - (b) we shall have no liability to you for late delivery.

6.5 If you have not taken delivery of the Goods within 8 weeks of our notifying you that they are ready, we may, after giving you reasonable prior notice in writing, resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, pay you for any excess over the price of the Goods or charge you for any shortfall below their price.

6.6 If we are not able to deliver the whole of the Order at one time due to operational reasons or shortage of stock, we will deliver the order in instalments. We will not charge you extra delivery costs for this. If you ask us to deliver the Order in instalments, we may charge you extra delivery costs. Each instalment shall constitute a separate contract. If we are late delivering an instalment or one instalment is faulty, that will not entitle you to cancel any other instalment.

## 7. TITLE AND RISK

7.1 The Goods will be your responsibility from the time of delivery.

7.2 Ownership of the Goods will only pass to you when we receive payment in full of all sums due for the Goods, including delivery charges.

## 8. PRICE AND PAYMENT

8.1 The price of the Goods will be as set out in the quotation we provided to you and subsequently confirmed in writing by us. Prices are liable to change at any time, but price changes will not affect Orders that we have confirmed in writing. In the event that your instructions change and further or different Goods are required, we reserve the right to increase the price accordingly.

8.2 These prices are exclusive of VAT, which may be chargeable thereon.

8.3 Unless otherwise agreed, these prices exclude delivery costs, which will be added to the total amount due.

8.4 It is always possible that, despite our best efforts, some of the Goods we sell may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that, where the Goods' correct price is less than our stated price, we will charge the lower amount when dispatching the Goods to you. If the Goods' correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the Goods, or reject the Order and tell you. If the pricing error is obvious and unmistakable and could have reasonably been recognised by you as an error, we do not have to provide the Goods to you at the incorrect (lower) price.

8.5 Unless otherwise agreed by us payment for the Goods will be made on the following basis:

- (a) you will pay a deposit (**Deposit Payment**) representing 25% of the total costs of your Order at the outset of our agreement; and
- (b) you will pay the remaining balance (**Balancing Payment**) prior to our dispatch of the Goods to you.

We shall invoice you for the Deposit Payment and the Balancing Payment at our discretion as and when appropriate. You must pay each relevant invoice in cleared monies within 7 calendar days of the date of the invoice. We are not obliged to source the Goods for you until we receive the Deposit Payment, or deliver the Goods to you until we receive the Balancing Payment.

8.6 If you do not make any payment due to us by the due date for payment (as set out in clause 8.5, we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclays Bank Plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with the overdue amount.

8.7 Without limiting any other remedies or rights that we may have, if you do not pay us on time, we may cancel or suspend your Order (and any other outstanding Orders of yours) until you have paid the outstanding amounts.

8.8 Clause 8.6 and clause 8.7 shall not apply for the period of the dispute if you dispute the payment owing in good faith and let us know promptly after you have received the invoice that you dispute it.

## 9. LIMITATION OF LIABILITY

9.1 Subject to clause 9.3 and clause 9.2, if either of us fails to comply with these Terms, neither of us shall be responsible for any losses that the other suffers as a result, except for those losses which are a foreseeable consequence of the failure to comply with these Terms.

9.2 Subject to clause 9.3, neither of us shall be responsible for losses that result from our failure to comply with these Terms which fall into the following categories:

- (a) loss of income or revenue;
- (b) loss of profit;
- (c) loss of business;
- (d) loss of anticipated savings;
- (e) loss of data; or
- (f) any waste of time.

However, this clause 9.2 shall not prevent claims for foreseeable loss of, or damage to, your physical property.

- 9.3 Nothing in this agreement excludes or limits in any way our liability for:
- (a) death or personal injury caused by our negligence;
  - (b) fraud or fraudulent misrepresentation;
  - (c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
  - (d) defective products under the Consumer Protection Act 1987; or
  - (e) any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

**10. EVENTS OUTSIDE OUR CONTROL**

10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control (**Force Majeure Event**).

10.2 A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following:

- (a) strikes, lock-outs or other industrial action;
- (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- (e) impossibility of the use of public or private telecommunications networks; or
- (f) pandemic or epidemic.

10.3 Our obligations under these Terms are suspended for the period that the Force Majeure Event continues, and we will have an extension of time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.

**11. ASSIGNMENT**

You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under these Terms to another organisation, but this will not affect your rights under these Terms.

**12. NOTICES**

All notices sent by you to us must be sent to Omega Steel Building Solutions Limited at Unit 1 Oldington Lane, Stourport Road, Kidderminster, DY11 7QN. We may give notice to you at either the e-mail or postal address you provide to us in the Order. Notice will be deemed received and properly served 24 hours after an e-mail is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that the e-mail was sent to the specified e-mail address of the addressee.

**13. GENERAL**

13.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

13.2 If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

13.3 A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

These Terms shall be governed by English law and we both agree to the non-exclusive jurisdiction of the English courts