



Midland Fabrication Ltd  
6 Grendon Road  
Polesworth  
Tamworth  
Staffordshire  
B78 1HB  
VAT Number - 441326032  
Company Registration - 14779739

### Midland Fabrication Ltd: General Terms of Business

These Terms of Business apply to all quotations and contracts for design, manufacturing, and installation services provided by **Midland Fabrication Ltd** ("the Company").

#### 1. Standards and Compliance

1.1 **EN 1090 Standards:** Unless otherwise stated in writing, all structural steelwork is manufactured to **EN 1090 Execution Class 2**. 1.2 The Company shall not be liable for any failure to meet requirements if the client's specifications fall outside of this execution class and were not disclosed at the time of the quotation.

#### 2. Lead Times and Scheduling

2.1 **Indicative Timing:** Any lead times provided at the quotation stage are estimates based on current production capacity and are indicative only. 2.2 **Confirmation of Lead Times:** Firm lead times will only be confirmed once the works have been formally confirmed and the **required deposit payment** has been received in cleared funds. 2.3 **Capacity:** All scheduling is subject to the Company's capacity at the actual time of booking/payment. The Company accepts no liability for delays resulting from late deposit payments.

#### 3. Design, Consultancy, and Drawings

3.1 **Payment:** All design consultancy and drafting services are provided on a **Pro Forma** basis. 100% of the design fee must be settled in full before any works commence. 3.2 **Site Data & Accuracy:** Quotations for drawings include a single version based on data provided by the Client; site verification is excluded. 3.3 **Client Warranty:** The Client

warrants the accuracy of all measurements and assumes responsibility for coordinating reviews by third parties (e.g., architects, main contractors). 3.4 **Sign-off:** Approval of drawings is final. The Company accepts no liability for errors or design conflicts that were not identified and rectified during the approval stage.

#### 4. Terms of Supply (Manufacturing)

4.1 **Deposit:** Manufacturing is subject to a **60% deposit** of the total manufacturing value, payable upon placement of the order. 4.2 **Completion Balance:** The final **40% balance** is payable immediately upon notification that the works have reached **Practical Completion** at our facility. 4.3 **Retention of Title:** Legal and beneficial ownership of goods shall not pass to the Client until Midland Fabrication Ltd has received payment in full. 4.4 **Withholding of Goods:** Goods will be withheld at our facility and will not be released or dispatched until the account for manufacturing is settled in full.

#### 5. Installation Services

5.1 **Pre-Installation Payment:** Where installation is included, **50% of the installation fee** must be paid prior to the commencement of installation. This must be settled before goods are released from our production facility. 5.2 **Final Payment:** The remaining **50% of the installation fee** is payable within **7 days** of Practical Completion of the on-site works.

#### 6. General Payment Terms

6.1 **No Retentions:** Midland Fabrication Ltd **does not accept** the withholding of retention percentages. All invoices must be paid in full according to the milestones set out above. 6.2 **Service Scope:** These terms apply to the specific services (Design, Manufacture, or Installation) as detailed in the Company's quotation.

#### Acceptance of Terms

By issuing a purchase order, instructing **Midland Fabrication Ltd** to proceed with the works, or making a deposit payment against a provided quotation, the Client agrees to be bound by these Terms of Business in their entirety. Any variations to these terms must be agreed upon in writing by a Director of Midland Fabrication Ltd.

### Definitions and Interpretation

In these Terms of Business, the following definitions apply:

- **The Company:** Refers to **Midland Fabrication Ltd**, the provider of the services/goods.
- **The Client:** The person, firm, or company who purchases Goods or Services from the Company.
- **EN 1090 Execution Class 2 (EXC2):** The technical European/UK standard for the fabrication of structural steelwork. This covers most residential and commercial buildings and ensures a specific level of quality control and traceability.
- **Pro Forma:** A payment requirement where the invoice must be settled in full (100%) before any drafting, consultancy, or physical work commences.
- **Practical Completion (Manufacturing):** The point at which the goods have been fully fabricated in our facility, quality-checked, and are ready for dispatch or installation. This triggers the final manufacturing balance.
- **Practical Completion (Installation):** The stage where the on-site installation is functionally complete and fit for its intended use, notwithstanding any minor "snagging" items. This triggers the final installation payment.
- **Retention of Title:** A legal provision ensuring that Midland Fabrication Ltd remains the legal owner of all goods and materials until the Client has paid all outstanding invoices in full.
- **Retention (Percentage):** A portion of the contract price that a client may wish to withhold until a later date. **Midland Fabrication Ltd does not recognise or accept these deductions.**
- **Site Data:** Any measurements, CAD files, architectural drawings, or ground condition reports provided by the Client for the Company to base its designs and quotes upon.
- **Lead Time:** The estimated period between the receipt of a cleared deposit (and signed drawings) and the completion of the works.
- **Variation:** Any change to the original scope of work, dimensions, or materials requested by the Client after the drawings have been signed off.