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HMC HWAC MECHANICAL CONTRACTS

29/04/2023

Ref: HMC2175

Re: Light Grey Water Storage Tank – Quadrangle Chorlton 6 Albany Road

Thank you for the opportunity to quote for your proposed Water Storage Tank, we have the pleasure of suggesting the following plant for your premises. We trust that we have met with your requirements and clarifications.

We would propose to decommission basement mains water storage tank within the plantroom. We would then propose to Supply and install 1 x One Piece Tank Light grey water storage tank complete with air gap, float and discharge fittings to replace the current fractured tank. We would also propose to replace the wooden base as this is rotten, with suitable concrete base posts and rubber feet. This will allow for a suitable structure for the new water tank.

General Clarifications

- Quote is valid for 7 days only
- Associated costs may be revised subject to raw material inflation
- Any quote associated with cabling infrastructure may be assessed for copper costs once PO is received
- Currency/Exchange rates are out of our control which may lead to quotes needing a revision
- Costs are exclusive of VAT
- Acceptance of our quotation deems acceptance of our standard terms and conditions of sale
- Retention claims are not accepted within these works
- All materials and equipment supplied is owned by HMC until payment is made in full.
- We reserve the right to charge for costs incurred whilst processing amended or cancelled orders.
- Warranties are void if plant and equipment is not serviced in accordance to manufacturers instructions
- Standing time and/or obstructions will be charged at our standard rate.
- Plant fuel to be supplied by the client unless stated otherwise

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Inclusions

- All Mechanical works
- Suitable fixings
- Normal working hours
- 1 x new tank

Exclusions

- Electrical works
- BMS works
- Any Main Contractor Discounts
- Leak detection systems.
- Seeking of public authority approvals, landlord consent or planning permission.
- Cranage

Price:

Our price to supply, install and commission the aforementioned equipment would be:

Total Cost: £6,600.20 + VAT

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Effective:

This price is valid for 7 days only.
Please note:
1. The above price does not include VAT.
2. All routine maintenance work to be carried out during normal working hours.
3. Any call out work would be chargeable at the reduced rate of £45.00 per hour.
4. All materials, spare parts or plant hire charges are excluded from our price
5. There is now a statuary requirement under the new F-gas regulations, for all equipment containing refrigerant to be leak checked on a regular basis (this is Local Authority enforced).
6. Mechanical Ventilation Systems (including air conditioning systems) should be regularly and properly cleaned, tested and maintained to ensure that they are kept clean and free from anything which may contaminate the air. - Health and Safety Commission's Approve Code of Practice as incorporated by the Workplace (Health, Safety and Welfare) Regulations 1992

We trust the above meets with your approval.

Please note that your contract will not start unless we receive your signed acceptance and/or purchase order.

We now await your further instructions/order.

Yours faithfully

Chloe Jones

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HMC HWAC MECHANICAL CONTRACTS

All Quotes and Orders received are subject to HMC's Terms and Conditions.

HMC Terms and Conditions
v.1 18-01-2023

1. DEFINITIONS

1.1 In these conditions the following terms shall have the following meanings:
"HMC" means HWAC Mechanical Contracts Ltd, a company registered in England and Wales (Company Number 14338285) whose registered office is at Flynn House, Woodford Road, Bramhall, SK7 1PA
"Completion Date" means the date included in the Order Acknowledgment or where not so specified the date included in the Programme of Work as the date upon which the Works are to be completed in accordance with the Contract.
"Conditions" means these conditions and forming part of the Contract.
"Contract" means the Conditions, the Specification and Estimate, and the Order Acknowledgement;
"Contract Price" means the sum(s) set out in the Order Acknowledgment.
"Clarifications and Tender" means HMC's tender detailing the price and duration of the Works;
"Customer" means the individual or company as set out in the Order Acknowledgement;
"Customer Drawings" means any design drawings provided by the Customer;
"Customer Schematics" means schematic provided by the Customer;
"Customer Specification" means any specification provided by the Customer;
"Defects Period" means 12 months from the date of delivery of the Goods or Practical Completion of the Works whichever date is the earlier.
"Goods" means all items to be supplied by HMC under the Contract.
"Interim Valuation Date" means 14 days after the issue of the Order Acknowledgement always ending on a working day and every 14 days thereafter;
"Order Acknowledgment" means the formal acknowledgment of the Customer's Purchase Order setting out the agreed scope, price, terms and duration of the works.
"Practical Completion" means the date by which the Works are practically complete in the opinion of HMC.
"Programme of Work" means the timing and sequence of events agreed between the Customer and HMC for the performance of the Contract.
"Purchase Order" means the Customer's signed Purchase Order
"Reasons Beyond Our Control" means any matters which would not have been reasonably foreseen by us including but not limited to acts of God, war, riot, strike, lock-out, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, storm, explosion, epidemic or government action, site conditions, any impediment by the Customer, general delays to our work caused by other trades.
"Schedules of Equipment" means any schedule of equipment provided by the Customer;
"Scope of Works" means the documents appended to the Clarifications and Tender which set out the scope of the Works to be carried out;
"Site" means the place where the Goods are to be delivered and/or the Works are to be carried out as better described in the Specification and Estimate.
"Works" means the works being carried out by HMC in accordance with the Contract

2 GENERAL

2.1 The Contract with you will be subject to the following Conditions which will prevail should they conflict with any other document provided. The Contract constitutes the entire agreement between the parties and shall supersede all prior representation (unless fraudulent), agreements, statements, understandings, or tenders.
2.2 All prices quoted are strictly net and exclusive of discount of any kind unless specifically provided for in the Contract
2.3 The Contract shall not come into existence until HMC dispatches written acceptance of the Customer's Purchase Order by the issue of an official HMC Order Acknowledgment.
2.4 In the event of any subsequent conflict when the Contract comes into existence, subject to clause 30, then the following order of precedence shall apply:
The Conditions, the Order Acknowledgement, the Clarifications and Tender, the Purchase Order.

3 EXCLUSIONS

3.1 The Contract price excludes any allowances set out in the quotation.
3.2 HMC as a company excludes from any contract the following:
3.2.1 liquidated damages (LD's) or any damage whatsoever for delay as a company policy and for the avoidance of doubt time shall not be of the essence for the performance of this Contract.
3.2.3 We exclude permits and fees and other costs that can vary significantly from one to another
3.2.4 Site preparation costs and any site risk whatsoever
3.2.5 Contingencies and any unforeseen site conditions, e.g asbestos or errors in an original building that can drastically affect project costs and timeline.
3.2.6 Design Changes post Contract – any change to design or scope of work following the original Clarifications and Tender, are not included in the Contract Sum. Any variation to any agreed plans will incur additional cost.
3.2.7 Professional fees- for example the involvement of other professionals such as Architects, Surveyors, AP's or Consultants. Fees are excluded from the Contract Sum and if required will constitute a variation.
3.2.8 Hazardous material handling/removal.
3.2.9 Insurance and Bonding - Any special insurance or bonding requirements such as performance bond or increased liability insurance is excluded.
3.2.10 Any and all work not indicated on project plans excluded
3.2.11 Over time and Out of Hours unless agreed within the Clarifications and Tender
3.2.12 All plant asset registers excluded, unless agreed within the Clarifications and Tender

4 DESIGN RESPONSIBILITY

4.1 HMC shall accept no responsibility for design. Unless expressly agreed in the Clarification and Tender and only insofar as HMC has to carry out new design, this will be carried out in accordance with clause 4.3. HMC accepts no responsibility for the design contained in any document provided by any third party (including the Customer). HMC shall be entitled to a revision of the Contract Sum in the event that there is any error of discrepancy in any design or drawing commissioned by the Customer. HMC accepts no responsibility for complying with any performance specification.
4.2 All intellectual property rights in any specifications, instructions, plans, drawings, patents, patterns, models, designs or other material prepared by or for the Customer for use, or intended use, in relation to the performance of the Contract shall remain vested in HMC.
4.3 The Customer acknowledges that where the Clarifications and Tender includes design, HMC will engage a third party supplier or consultant to carry out that work on behalf of the Customer. HMC takes no responsibility for the content of any design produced.
4.4 For the avoidance of doubt, design responsibility will always be held with the consultant working on behalf of HMC or the client and not HMC. HMC require that all any design provided is at Stage 4.
4.5 Nothing in any document shall infer or require HMC to comply with any fitness for purpose obligation.

5 PROGRAMME OF WORKS

5.1 Our Contract Price is based upon work being completed between the 2 dates stated in the Clarifications and Tender and is conditional upon the mutual agreement of a comprehensive coordinated programme for the works within four weeks of the Order Acknowledgement.
5.2 The programme shall state agreed start and completion dates and progressive timescales for receipt of information, approvals, deliveries, installation, commissioning and demonstration of the works.
5.3 In the absence of any specific agreement our Clarifications and Tender is based on a 4-week mobilisation period from receipt of the Order Acknowledgement.
5.4 We shall not be liable for all and any loss or damage incurred by the Customer as a result of the late completion of the works, to the extent that such late completion resulted from the customer failing to agree a Programme of Work with HMC.

5.5 It is a requirement that the Customer approves our submitted Programme of Work within 7 days.
5.6 If the Customer has not given written notice to the Contractor that he rejects any Programme of Work submitted to him within 7 days of receipt by him of that Programme of Work then the Customer shall be deemed to have accepted it.
5.7 If the Clarifications and Tender has been accepted, but hawse have not received an official Programme of Works, HMC will charge a monthly prelim cost to be paid until Practical Completion.
5.8 If the date for the completion of the Works is delayed as a result of one of the items listed in 3.2.2 to 3.2.12, any other change of variation required by the Customer, or any Reasons Beyond Our Control then we shall be entitled to revise the Contract Sum to include any loss and expense either incurred or to be incurred as a result of such delay. 6 WORKING DRAWINGS
6.1 Unless otherwise specified in the Clarifications and Tender, HMC are to undertake as fitted drawings -one per discipline with the exception of incumbent contractors or specialist contractors whereby responsibility lies with them.
7 COMMISSIONING
7.1 We shall use reasonable endeavours to carry out commissioning within the contract period during a timescale to be agreed and written into the Programme of Works, however, time shall not be of the essence.
7.2 Should the agreed timescale cease to be accommodated within the contract period for any reason whatsoever and without any regard to responsibility, commissioning shall be completed thereafter and for the avoidance of any doubt HMC shall be exempt from any liability any loss (including, without limitation, loss of revenues and loss of profit), damages, costs, claims or expenses whether direct, indirect or consequential.
7.3 Unless otherwise defined in the Clarifications and Tender HMC shall undertake a single demonstration to Customer's named representative of the works to an agreed procedure and to provide reasonable and adequate proof of the effectiveness of system operation.
Such demonstration may take place after the original contract period and Practical Completion of the Works will not be dependent on any successful demonstration pursuant to this clause.
7.4 HMC take no responsibility for unattended demonstrations and specialist contractor cancellations. These costs incurred are to be treated as a variation to the Contract Sum.
7.5 All correspondence/liaison/approval will be with any Main Contractor and/or the Customer only. HMC hold no responsibility regarding discussions with any other parties. Any additional reporting parties will constitute a change and a revision will need to be made to the Contract Sum to reflect this increased management time.
8 TRAINING
8.1 Unless otherwise stated in the Clarifications and Tender, HMC shall provide training to nominated personnel in the basic operation of the system specified therein for a duration as set out in the Clarifications and Tender and to be undertaken at times to be mutually agreed in writing.
8.2 Any training requested which is not contained in the Clarifications and Tender shall require a variation to the Contract Sum.
9 BENEFICIAL USE
9.1 Beneficial use of any part of the Works by the Customer or their agents prior to Practical Completion other than for its own commissioning and demonstration will be at our sole discretion. For the avoidance of doubt HMC shall be exempt from any liability for damages for delay, including but not limited to liquidated and ascertained damages, from the date of commencement of any such beneficial use.
9.2 If written consent is issued by HMC for beneficial use to be granted, HMC takes no responsibility for a member of the public being injured and the Customer will maintain all required insurance in respect of the Works.
10 DEFECTS LIABILITY
10.1 HMC will use reasonable endeavours to rectify any defects in the Works or any part thereof for a period of 12months from the date of Practical Completion or commencement of beneficial use; whichever is the earlier provided always that such defects arise out of HMC's faulty materials and/or workmanship.
10.2 The warranty given pursuant to clause 10.1 is void if the Customer undertakes any alterations/repairs without HMC's written consent or if the Customer fails to notify HMC within a 14 days of becoming aware of the defect. HMC shall not be responsible for any failure of the Customer to properly maintain the Works following Practical Completion.
10.3 This warranty and any claim made by the Customer is conditional upon the Customer having first asked HMC to
(a) repair the Goods/Works or
(b) supply satisfactory replacements (free of charge and within a reasonable period), prior to taking any further action;
Where HMC does rectify the Works, repair the Goods and or supplies satisfactory substitute Goods (or any similar rectification), HMC shall not be liable for any loss or damage arising from the initial delivery of the original defective Goods/Works (before the defective Goods/Works are repaired/substituted).
10.4 HMC will determine whether the concern in question is deemed as a warranty visit, should a visit be rejected as warranty, it will constitute a change requiring a revision to the Contract Sum.
10.5 Extended warranties are available upon request but remain at our sole discretion.
10.6 specialist plant procured warranties will always lie with the manufacturer of the Goods not the installer.
10.7 If a Practical Completion certificate is not received, the 12 month Defects Period commences from the date HMC delivered commissioning witnessing.
11 RECORD DRAWINGS / OPERATING & MAINTENANCE MANUALS
11.1 We will endeavour but shall not be obligated to provide 'As Installed' Drawings and Operation & Maintenance Manuals in the quantity and within the number of weeks from the completion of commissioning of our Works as contained in the Clarifications and Tender.
12 COMPUTER SOFTWARE LICENSING
12.1 Our Clarifications and Tender may be conditional upon the identified end-user of the system of our works entering into an End User License Agreement ("EULA") for the Software associated with the Works.
12.2 Where a EULA is a condition the terms of such EULA are attached to the Clarifications and Tender .
13 INSURANCE
13.1 The terms and values of our insurances are available upon request to the extent that they are relevant to the Works.
14 LIMITATION OF LIABILITY
14.1 Nothing in this Contract excludes either party's liability for death personal injury including death or personal injury caused by negligence or fraudulent misrepresentation or any other matter to the extent that such exclusion or limitation would be unlawful, unless unauthorised beneficial use without HMC written agreement.
14.2 Subject to clause (14.1) neither HMC nor the Customer shall be liable to the other by way of indemnity or by reason of tort (including but not limited to negligence) for any loss of profit, loss of use, loss of production, loss of contracts or for any financial or economic loss or for any indirect or consequential all damage whatsoever that may be suffered by the other.
14.3 Subject to Clause (14.1) in no circumstances whatsoever shall our liability to the Customer under the Contract exceed the Contract Price.
15 PRICING
15.1 The Clarifications and Tender is based upon a fixed price for contract completion up to the date stated in this quotation and any works carried out beyond this date shall be subject to adjustment using a Price Adjustment Formulae for Construction Contracts as published by the Department for Business, Innovation and Skills and in particular the index for H&V works, with a material: labour ratio of 40 %: 60 % and a non-adjustable element of 5% with a base date of the month prior to the tender date.
15.2 The Clarifications and Tender are based upon drawings/schedules received at that date.
15.3 All prices quoted in the Clarifications and Tender are strictly net and exclusive of discount of any kind.
15.4 Once the price is agreed by the Customer, an official Purchase Order which is receipted by an official Order Acknowledgement is required before HMC commence procurement/Works.
16 V.A.T
16.1 All prices exclude V.A.T and acceptance of our Clarifications and Tender shall be deemed an agreement to pay to HMC all V.A.T properly chargeable and due. If works stated are Aftercare/Maintenance/Refit works 20% VAT applies.
16.2 Dependant on HMC's company position, VAT will be reverse charge and CIS deductions apply until Gross status is achieved.
17 CHANGES
17.1 HMC may accept variations to the Works at HMC's sole discretion, whether by way of addition, modification or omission, as may be reasonably requested in writing by the Customer to HMC ("Authorised Variations"), but not any further or other such variation. Verbal Instructions are acceptable up to the value of £5,000. For the avoidance of doubt HMC shall not be required to accept any proposed variation.
17.2 The value of any Authorised Variation shall be ascertained by reference to the rates and prices, if any, specified in the Clarifications and Tender for similar or analogous work, but if there are no such rates or prices, or if they are not applicable, then the value shall be such as is fair and reasonable in all the circumstances. Provided that where the Customer and HMC have specifically agreed in writing a rate or price for an Authorised Variation, whether by acceptance of a quotation prepared by HMC and submitted to the Customer specifically for the Authorised Variation or by negotiation of rate or price specifically for the Authorised Variation, such rate or price (less the discount percentage, if any, specified in the Contract) shall be deemed to be the full and only amount to which HMC is entitled in respect of such Authorised Variation.
17.3 Such value of Authorised Variations shall be added to or deducted from the Contract Price as the case may require.
17.4 Where the Scope of Works cannot be progressed in the same manner as the original Scope of Works, time and material records and daywork rates will be applied with the following percentage additions to the RICS/HVCA definition of prime costs of labour, materials and plant:
Labour 165 %, Material 30. %, Plant 30 %.
17.5 Variation proposals are to be accepted within a 30 day period, if no acceptance has been received within this time frame, the variation of works are to be repriced.

17.6 If a variation is over the value of £15,000, HMC requires an official purchase order recording an uplift in the Contract Sum.
17.7 All variations must be approved and paid on a monthly basis
18 PAYMENT
18.1 During the period up to the due date for the final payment fixed under clause 18.7, the monthly due dates for interim payments by the Customer shall in each case be the date 5 days after the relevant Interim Valuation Date.
18.2 In relation to any interim payment, HMC may either before or after the Interim Valuation Date (subject to a requisite extension to the Due Date for any application submitted after the relevant Interim Valuation Date) make an application for payment to the Customer ("Payment Application") stating the sum due to HMC at the relevant due date and the basis on which that sum has been calculated.
18.3 The Customer shall not later than 2 days after each due date issue a Payment Notice, stating:
18.3.1 the sum he considers to be or have been due to the Contractor at the due date
18.3.2 the basis on which the sum has been calculated in accordance with clause 18.1
18.4 The final date for payment of each interim payment shall be 7 days from the due date. If the Customer intends to pay less than the sum stated in the Payment Notice, it must issue a Pay Less Notice stating the sum due and the basis on which the sum has been calculated.
18.5 Should the Customer fail to make full payment to HMC in accordance with clause 18.1, 18.2 or 18.3 and such failure continue for 7 days after HMC have given the Customer written notice of the same, then HMC may suspend the further execution of the works until such payment has been made and such suspension shall not be deemed a failure on our part to proceed with the works.
18.6 Title in the Goods (excluding Software) will not pass to you until HMC have received in full, in cash or cleared funds, all sums due to it in respect of the Goods and all other sums which are or which become due to HMC from you on any account.
18.7 Until title in the Goods passes to the Customer, the customer shall :
(i) holds the goods on a fiduciary basis as HMC's bailee;
(ii) will not remove, deface or obscure any identifying mark on the Goods;
(iii) maintain the Goods in good condition;
(iv) shall give HMC such information about the Goods as HMC may require from time to time;
(v) shall be entitled to use the Goods in the ordinary course of its business; and
(vi) keep the Goods suitably insured.
18.8 We reserve the right to seek payment guarantees in the form of pro-forma invoice, parent company guarantee, avalised bill of exchange or such other assurance as HMC may deem appropriate.
18.9 The Notice of Amount of Payment shall include the value of any works performed during the relevant period. These works shall include work carried out on and off site (including but not limited to mobilisation costs and engineering costs). HMC shall be entitled to interim payment for off-site manufacture of control panels and where HMC are requested to deliver products to addresses off-site then the value of these items shall also be included in the payment. Where applicable the notice shall also include payment for any loss and/or expense properly incurred by us.
18.10 Unless specifically agreed in writing by HMC no retentions shall apply to any payment made or due from the Customer.
18.11 Payment shall be made by BACS transfer unless agreed otherwise.
18.12 The interim payment cycle shall continue until the first Interim Valuation Date falling two months after the Defects Period, upon which HMC shall submit a final Payment Application setting out the final balance due from the Customer at that date. The due date and final date shall be calculated in accordance with 18.1, 18.2 and 18.3.
19. TERMINATION AND SUSPENSION
19.1 Without prejudice to any rights and remedies available to it, whether under the Contract or common law, HMC shall be entitled at its absolute discretion and upon giving to the Customer written notice of its intention to do so, either to terminate wholly or in part the Contract and/or any other contract with the Customer or to withhold, vary or suspend performance of all or any of its obligations under the Contract or any other Contract at its sole discretion.
19.2 If any one or more of the following events occurs:-
(a) If any sum owing to HMC from the Customer on any account whatsoever shall be unpaid after the due date for payment;
(b) If the Customer shall refuse to take delivery or collect any of the Goods in accordance with the terms of the Contract;
(c) If an Insolvency occurs;
(d) If the Customer shall commit any breach of any Contract with HMC;
(e) If HMC in good faith shall have doubts as to the solvency of the Customer;
HMC shall be entitled to terminate by 7 day notice. Where such termination takes place, HMC shall be entitled to all costs and losses suffered as a result, including but not limited to all sums due under the terms of this Contract, but also loss and damages including loss of profit.
19.2 Where it is necessary to make alternative arrangements to deal with supply shortages, the Customer's obligation to purchase Goods hereunder shall remain binding.
19.3 If the Customer shall exceed the credit limit agreed between it and HMC from time to time on any account, HMC shall be entitled to require as a condition of resuming performance under the Contract in such circumstances, the payment of such proportion of the sums or sum outstanding on any such account by the Customer or such further sums as HMC sees fit in its absolute discretion to bring the Customer back within its agreed credit limit;
19.4 If the Customer refuses to permit or hinders performance of Services, HMC shall be entitled to exercise its rights of termination or suspension hereunder at anytime during which the event giving rise thereto shall not have ceased or been remedied, and in the circumstances of any such suspension, HMC shall be entitled to require as a condition of resuming performance under the Contract, pre-payment of or such security as it may stipulate for the payment of any sum or sums due or to become due to it. Upon any such event happening HMC shall also have a general lien over all monies and property of the Customer in its possession for any sums due to HMC.
20 SET-OFF
20.1 The Customer shall have no right of set-off in law or equity.
21 VALIDITY
21.1 Our initial Clarifications and Tender is not an offer capable of acceptance until the Order Acknowledgment has been issued. The price in any Clarifications and Tender will be held open from the date of tender for the period set out in Section VIII of the Schedule of Particulars.
22 ADJUDICATION
22.1 Any disputes shall be dealt with by adjudication in accordance with the Scheme for Construction Contracts (England & Wales) Regulations 1998
23 BONDS GUARANTEES AND WARRANTEES
23.1 Our Clarifications and Tender makes no allowances to provide any forms of performance bonds / guarantees or any other third-party warranties unless specifically agreed in writing.
24 WAIVER
24.1 The failure to insist upon strict performance of any provision of the Contract or to exercise any right or remedy shall not constitute a waiver of that right or remedy, no waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing, and a waiver of any right or remedy shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.
25 CONFIDENTIALITY
25.1 Any confidential or sensitive information belonging to HMC or provided by HMC to you, should under no circumstance be made available to the public or any other third parties unless express prior authorisation is given by us. This obligation continues after the contract ends, except in relation to specific material made public by us. Such occurrence will be considered as material breach and may lead to termination of the contract.
26 SEVERANCE
26.1 If any provision of the Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Contract shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.
27. FORCE MAJEURE
27.1 Neither party shall be liable to the other for any loss or damage which may be suffered by the other as a direct or indirect result of the performance of its obligation under the Contract being prevented, hindered or delayed by reasonable control including but not limited to acts of God, war, riot, strike, lock-out, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, storm, explosion, epidemic or government action.
28 THIRD PARTY RIGHTS
28.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999, Third Parties) Act nothing in the resulting Contract confers or purports to confer any right to enforce any of its terms on any person who is not a party to resulting order.
29 LAW
29.1 This Contract shall be subject to the laws of the England and Wales, and both parties submit to the exclusive jurisdiction of the courts of England and Wales.
30 CONTRACT PRECEDENCE
30.1 The following order of precedence of documents shall apply follows:

1) The Conditions,
2) the Order Acknowledgement,
3) Specification and Tender
4) Any Customer Specification
2) Schematics
3) Schedules of Equipment
4) Drawings

30.2 All plant is procured to the Schedules of Equipment, if there be a divergence between the Schedule of Equipment, the Schematics, and Drawings, the Schedule of Equipment takes precedence.

30.3 For the avoidance doubt, should the description of operations and BMS schematic show a contradiction to any Customer Drawing or the Schedules or Schematics, then the latter should take precedence.

30.4 In respect of any installation, a Schematic shall take precedence over any Drawing.