



# UES Seating

## Installation Terms & Conditions

### The Work Space

1. This agreement does not include any work, material or labour in connection with any excavation, site work, plumbing, electrical, floor covering, painting or decorating work, unless specifically provided herein or agreed separately with the Client.
2. The Work Space must be clean and tidy.
3. Please ensure any gas, electric, water, waste points, extractor holes and any other services are correctly and accurately positioned prior to our arrival and any electrical cables labelled.
4. Ceiling lights must be working or other suitable lighting provided in the Work Space.
5. Adequate power, 110 volt and 220 if welding is needed must be provided in the Work Space.
6. Please make available any parking permits / vouchers required for your street in advance, otherwise parking shall be charged extra.
7. Please ensure that a clear and safe passage is made available from the street to the Work Space.
8. We require access to a clean working toilet.
9. **We require that all flooring be complete as per client GA drawings as provided to us at time of agreement. If unable to meet this condition we will coordinate with floor installation team for appropriate action.**
10. All other trades and/or persons, except those working directly with us, must be out of the working space for the duration of the installation unless otherwise specified.
11. We accept no responsibility, cost or liability for any damage or breakage caused by us to any item(s) including but not limited to:
  - a. Any attempt by us to rectify, alter, modify or adjust work previously fitted by the Client and / or other trades and / or other persons
  - b. **The Work Space not being completed to an acceptable standard by the Client and/or other trades and/or other persons ready for us to work in. Responsibility of deck material as stated in figure B.**
  - c. Other trades and/or other persons not working directly with us in the Work Space
  - d. The Work Space being compromised by access route or thoroughfare
  - e. Lack of storage and/or Work Space requiring items to be stacked and/or constantly moved by us or others
12. We will not be liable for any changes to construction that modifications, alterations or adjustments to installed items different to originally supplied drawings used for quotation. In particular, but not limited to, new floors, flooring materials and joists that are deemed to have shrunk or moved, uneven floors or levels, or walls or bulkheads out of square or plumb, or for variations of utility and or by any other situations not covered by this agreement. In the case of a dispute it will be the responsibility of the contractor, Client or other appointed third party and at their cost to prove.

#### UES USA INC d.b.a. UES Seating

1344 E.Valencia Dr. | Fullerton CA 92831 | USA

T. 1-714-686-3364

W. [www.uesseating.com](http://www.uesseating.com) E. [info@uesseating.com](mailto:info@uesseating.com)



13. We will not be liable for damages incurred while transporting and / or lifting seats and / or components to and from storage containers and onto the vessel via forklift and crane operated by shipyard for operators / employees.

## The Installation

1. Where information is given to you by us, either verbally or written, it is done in a timely fashion and with as much accuracy as possible. We will not be held responsible for any omissions, errors or false information supplied to you. It is your responsibility to confirm the information provided to you by third parties is true and accurate.
2. We aim to be on site at 7.30am on each day of the installation. If there are any restricted working hours and/or quiet times to be observed, you must inform us before we schedule installation dates.
3. We do not work on public holidays or bank holidays as appropriate to locale.
4. Any starting points and/or datum marks must be clearly marked and shown to us on arrival and prior to us starting installation.
5. UES Seating will deliver semi-assembled product to site within 10 days before the commencement of work, as advised 10 weeks or prior commencement of install.
6. Appliances will be installed on a 'dry fit' basis only.
7. A 'dry fit' will consist of the installation of UES Seating product with no other work undertaken by us.
8. All measurements, dimensions and sizes supplied on drawings will be worked to as closely as reasonably practicable. We accept no liability for deviation from measurements, dimensions or sizes created by floors, walls, ceiling and ceiling components, door and window openings reveals or apertures which are not plumb, level, flat and that are not as set out in the drawings provided.
9. Should there be any 'on site' delay in the installation caused by you or third parties a charge will be levied to you for our time as per table A.
10. Should the installation require to be rescheduled for any reason we shall endeavour to do so at our earliest opportunity, however, this may be anything from four (4) weeks from the initial date.
11. Critical items not delivered by you or third parties which impede the proposed method of installation or jeopardise the accuracy of the installation may incur additional charges. We will not be liable for any inaccuracies caused by items not being supplied and/or delivered and us having to work out of sequence to complete the remainder of the installation.
- 12. Cancellation or postponement of the installation within a 10 day period from the scheduled installation date will incur penalty charges for the duration of the cancellation period or the duration of the booked installation, whichever the lesser. Please refer to the following table A.**
13. Should our employees feel at any point endangered or at risk by unsafe working practices or procedures on site they will stop work until the situation is rectified, and may leave the site until they feel it is safe to return. We will not be financially penalised for any down time as a result.
- 14. On site storage should be made available for the appropriate amount of containers of UES Seating product within a reasonable 15 minute walk from boarding the vessel for the proposed duration of the installation, plus 2 days either side of installation. We accept no fees or penalty for on-site storage fees unless otherwise discussed and agreed in writing. Removal and redelivery of UES Seating containers will be carried out at the cost of the client / shipyard. Shipyard must provide crane lift operations and / or forklift support / operators to carry out any lifting needed onto the**

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vessel and to and from storage containers in a timely manner. Shipyard must provide garbage disposal of an shipping debris accumulated.

15. Installation must be carried out over the course of a single visit to the vessel, unless otherwise agreed upon in writing. Quotes represent consecutive days of installation, not including holidays or weekends in accordance with the locale the installation is taking place in.
16. Should we be responsible for damage caused we must be given fair opportunity and arranged access to rectify the situation prior to new items being ordered.
17. In any event time of installation shall not be of the essence and we shall not be liable for any losses, costs, damages or expenses incurred by the Client or any third party arising directly or indirectly out of any failure to meet any estimated installation date.
18. Should site delays and/or conditions outside our control including but not limited to acts of God, severe and/or freak weather conditions, public transport or other strikes, walk outs, lock outs, accidents, war, fire, breakdown of plant or machinery or riots occur we will not be held responsible or be liable for any delay, failure or deliver our services or failure to complete our services under this agreement or for the extra time required to complete the installation. We shall schedule a return visit at our earliest available opportunity but shall not be held liable for any delays in completion this may cause.

## Other Terms

1. Any invoice query or dispute, either partial or full, shall only be entertained if we receive in writing within 3 working days from invoice date a valid and fair reason for non or part payment with accurate evidence. If we are not informed within 3 working days of any query or disagreement regarding the invoice amount then it will be understood that you agree to pay the installation invoice in full by the required date.
2. Should, for any reason whatsoever, payment for installation not be forthcoming by the due date as per clause above, UES Seating reserves the right to stop work and if deemed necessary remove their tools and equipment from any site related to your company without financial penalty or counter-charge for non-installation and will invoice for works completed up until the date we leave site. UES Seating will not be held liable for any costs incurred to complete the works or for any counter charges for delays of any sort whatsoever or for claims for defamation of brand by not completing works under this clause.
3. We will not be held liable for not attending site due to lack of notice. Please inform us at least 1 week prior to your requirements in writing.
4. We will not entertain any claim for incorrect installation if accurate and fully dimensioned drawings have not been issued by you or third parties.
5. Should, for any reason whatsoever, we be stopped from working or removed from site by you, the Client or any other third party without being allowed immediate and reasonable access to remove our full working tool kit and any personal items belonging to our employees and/or sub-contractors, we shall charge you our full day rate costs multiplied by the number of our operatives on site, for every day plus all expenses and cost involved with removing the items belonging to us, and with 50% increase on Saturdays and 100% increase on Sunday to the full day rate, until the items are recovered.
6. We shall not be financially penalised for any time taken to travel from the working space to amenities that are not within easy and reasonable reach of the Work Space including but not limited to:
  - a. 240v battery charging stations or power points
  - b. Mobile phone chargers
  - c. Site toilets

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- 7. We shall not be financially penalised for any time taken to travel to the work area for reasons including but not limited to:
  - a. Hoist or lift queues, overcrowding, servicing and maintenance, mechanical failure or restrictions
  - b. Remote parking locations distant from site
  - c. Access routes provided by site.
- 8. We will not be financially penalised for any interruptions to communications including but not limited to:
  - a. Lack or loss of signal due to geographic location
- 9. We will not be financially penalised for any interruptions on site including but not limited to:
  - a. Security checks
  - b. Bomb sweeping
  - c. Client or third party visits
  - d. Design / architect / contractor meetings in the Work Space
  - e. Fire alarm tests

Notice of work carried out to be determined by the following graph

**Table A.**

Days Notice													
10	9	8	7	6	5	4	3	2	1	Fit Day 1	Fit Day 2	Fit Day 3	Fit Day 4
30%	40%	50%	60%	70%	80%	90%	100%	100%	100%	100%	100%	100%	100%

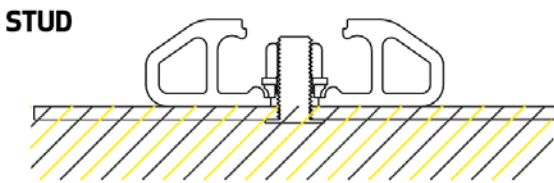
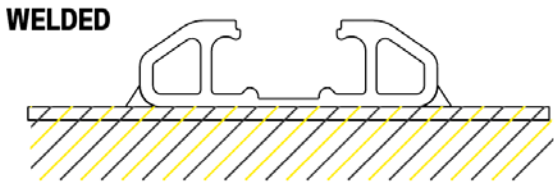
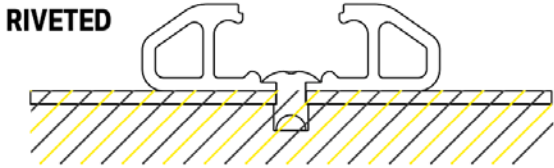
% of day rate change due to change of project schedules and amount of notice given  
 Per diem rate, per person: **TO BE INCLUDED IN QUOTE**

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**Figure B.**  
Types of deck mounting performed by UES



UES does not take responsibility for deck material, substrate, under-deck materials or accommodating any obstructions that have not been communicated to UES Seating in writing at the time of quotation, or appropriately indicated on vessel GA

I, \_\_\_\_\_, acknowledge and agree to the terms and conditions as stated in this document

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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