

# Gamma

## materials

Nº 23036

Business Reg. No.: C10096263

### Quotation Form

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Client : \_\_\_\_\_

Address : \_\_\_\_\_

Site Address : \_\_\_\_\_

Contact Person/Representative: \_\_\_\_\_

Phone No : \_\_\_\_\_

Mobile No: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Product / Type	Unit	Qty	Rate	Total Rs
Concrete				
Supply Only <input type="checkbox"/> Supply & Pump <input type="checkbox"/> Supply & Place <input type="checkbox"/>				
Power-float				
Curing Water <input type="checkbox"/> Curing Compound <input type="checkbox"/> (Section 7.2.3 of sales conditions overleaf)				
<b>Gross Total</b>				
VAT Reg. No. VAT27015447				
<b>Net Total (amount in words)</b>				Rs.

### Concrete Specifications and Requirements

<b>Characteristic Strength</b>	_____ MPa	<b>Slump Test:</b> Yes <input type="checkbox"/> No <input type="checkbox"/> (Section 7.1.3 of sales conditions overleaf)
<b>Cubes Sampling</b>	GCL Lab: _____ On Site: _____ (For Buyer _____) (Section 7.1.1 of sales conditions overleaf)	
<b>Batten</b>	_____ mm x _____ mm	<b>Stair included:</b> Yes <input type="checkbox"/> No <input type="checkbox"/> <b>Thickness:</b> _____ mm (Section 7.2.1c of sales conditions overleaf)
<b>Police Assistance:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>Electricity on Site:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>Nature of work</b>	Foundation <input type="checkbox"/> Flooring <input type="checkbox"/> Flat Slab <input type="checkbox"/> Beams/Columns <input type="checkbox"/> Pitched Slab <input type="checkbox"/> (Section 7.5 of sales conditions overleaf)	
<b>Construction Stage</b>	Basement <input type="checkbox"/> Ground Floor <input type="checkbox"/> 1 <sup>st</sup> Floor <input type="checkbox"/> 2 <sup>nd</sup> Floor <input type="checkbox"/> Other Level _____	
<b>Remarks:</b> _____		

**Note:** This quotation is subject to the Terms and Conditions of Sales annexed herewith.

**The Company will not be responsible for structural defects, cracks, leaks etc... which may be due to settlement, expansion, contraction, bad design or improper curing. (Section 7.2.3.2.c of sales conditions overleaf)**

**This Quotation should be presented on site to the company's Representative prior to delivery.**

For Gamma Materials Ltd

Name Representative

Cellular Phone

### Agreement Form

I/We Mr/Mrs..... declare having been informed to the content of the above quotation as well as the attached terms and conditions of sales governing the supply of concrete for the above-mentioned work and I/we do hereby accept same. Please make necessary arrangement to proceed with delivery.

Yours faithfully,

Date: \_\_\_\_\_

**GAMMA MATERIALS LTD CONDITIONS OF SALE****1. Definitions in these Conditions**

"the seller" means Gamma Materials Ltd and its subsidiary and associated companies

"the Buyer" means the person or company whose order for the Goods is accepted by the Seller;

"Contract" means the contract between the Seller and the Buyer for the sale and purchase of the Goods;

"Goods" means the goods (including any instalment delivery of the goods or any parts of them) which the Seller is to supply in accordance with these Conditions;

**2. BASIS OF THE SALE**

2.1 The Seller shall sell to the Buyer shall purchase the Goods in accordance with these Conditions which shall govern the Contract to the exclusion of any other terms and conditions (including any terms and conditions which the Buyer purports to apply under any purchase order, confirmation of order or similar document).

2.2 A quotation shall constitute an invitation to the Buyer to place an order with the Seller. Any quotation is given on the basis that no contract will come into existence until the Seller accepts the order in accordance with Condition 3 and/or 6 and/or 7. Any quotation is valid for a period of 30 days only from the date provided that the Seller has not previously withdrawn it.

2.3 The Seller's catalogues, instruction leaflets, manuals, drawings, illustrations, specifications, quotations and price lists do not constitute offers, and the Seller reserves the right to withdraw the same at any time prior to acceptance of an order.

2.4 No terms or condition endorsed upon, delivered with, or contained in the Buyer's purchase order, specification or similar document will form part of the Contract simply as a result of a reference to such document in the Contract.

2.5 No variation to these Conditions shall be binding unless agreed in writing by an authorised employee of the Seller of the grade of manager or director.

**3. CONDITIONS SALE****3.1 Orders, Specifications Sampling and Testing**

(a) No order submitted by the Buyer shall be deemed to be accepted by the Seller until the earlier of an acknowledgement of order being dispatched to the Buyer, or the Goods being delivered to the Buyer.

(b) The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

(c) The quantity, quality and description of and any specifications for the Goods shall be those set out in the Seller's quotation forming part of these Conditions or the Buyer's order (if accepted by the seller in accordance with these Conditions).

**3.1.1 Concrete**

All sampling of the Goods, the making and testing of samples and interpretation of results must be carried out in accordance with the relevant provisions of the current edition of BS 1881 and test results interpreted in accordance with BS5328 as such standards are amended or replaced from time to time and in the absence of any appropriate specification, in accordance with the seller's instructions.

**3.2 Delivery Notice**

Any time, period or date for delivery stated in the Contract is an estimate only and the Seller shall not be liable for any damage or losses (including any loss of profit) arising out of failure to meet such time, period or date.

**3.3 Delivery**

3.3.1 The parties shall agree the location for delivery of the Goods. Where the Goods are to be delivered at the Buyer's premises or to such other place as may be agreed between the Seller and the Buyer, the Buyer shall provide and shall clearly indicate to the Seller a route between the main road and the point at which the Buyer wishes the Goods to be discharged which, in the reasonable opinion of the Seller, is safe and proper and reasonable for access, manoeuvring and egress of the delivery vehicle. IF, IN THE SELLER'S REASONABLE OPINION, SUCH ACCESS IS NOT AVAILABLE OR IS UNSUITABLE, THE SELLER RESERVES THE RIGHT TO REFUSE TO DELIVER. The Buyer shall be responsible for supervising completion of delivery. The Buyer indemnifies the Seller against all losses, cost, proceedings, claims, demands and expenses incurred by it as a result of failure to provide such convenient and safe access of discharge point and/or properly supervised delivery as aforesaid. All deliveries shall be at one unloading point only.

3.3.2 The Buyer must satisfy itself as to the condition of the Goods at the time of delivery and the Goods must be inspected and accepted in writing by the Buyer or the Buyer's representative at the time of delivery.

3.3.3 The Seller's liability in respect of short weight or measures of Goods supplied shall be limited to the delivery of an additional supply of the Goods in accordance with these Conditions to make up the short weight or measure. The Seller shall have no liability in respect of the short weight or measure if delivery is given later than 24 hours after delivery of the Goods.

3.3.4 The Buyer shall reimburse the Seller all costs and expenses incurred by the Seller as a result of the Seller being prevented from or delayed in making any delivery resulting from the acts or omissions of Buyer or any of its employees, agents or sub-contractors.

3.3.5 Save where otherwise agreed in writing by the Seller, the Buyer may not re-direct delivery of the Goods or of any instalment of the Goods.

3.3.6 In the event that the Buyer requests that any Goods be deposited on a street, main road and/or public footpath the Buyer shall be responsible for compliance with all statutes and regulations relating to public roads and byways including, without limitation, obtaining all necessary licences and/or orders, and for all steps which need to be taken for the protection at all times of persons or property and shall indemnify the Seller in respect of all costs, claims, losses or expenses (including legal costs) which the Seller may incur as result of a breach of this Condition 3.3.7 by the Buyer.

3.3.7 If the Buyer cancels or postpones its order, the Seller shall be entitled to recover all costs accrued and/or incurred up to the date upon which the seller receives notice of such cancellation.

**4. THE GUARANTEE**

4.1 If the Buyer can establish to the reasonable satisfaction of the Seller that:-

4.1.1 there is a defect in the workmanship of the Seller in relation to the Goods; or

4.1.2 the Goods are not in accordance with the quality or specification contained in the Contract; or

4.1.3 there is some other failure by the Seller in relation to the Goods to comply with the Contract, then, subject to the remaining provisions of this Condition and Condition 5, the Seller shall at its sole discretion supply to the Buyer additional goods in the same quantity as the defective non-compliant goods and which in all respects are in accordance with the Contract or refund all or part (as appropriate) of the price of the relevant Goods (the "Guarantee").

4.2 The Guarantee is subject to the following limitations:

4.2.1 The Guarantee shall not apply unless the Buyer notifies the Seller in writing of the alleged defect or failure immediately upon its first becoming aware thereof and in any event within 28 days of the date of delivery of the Goods or, where the defect or failure was not apparent on reasonable inspection, within 28 days after the earlier of the discovery of the defect of failure by the Buyer, its employees, agents or sub-contractors; the time when the defect or failure ought reasonably to have been discovered by the Buyer, its employees, agents or sub-contractors;

4.2.2 The Seller will accept no responsibility for the strength or other quality of its Goods if the Buyer shall have added anything whatsoever to them (other than as directed by the Seller);

4.2.3 The Seller shall accept no responsibility for faults in or failure of the Goods due to placing adopted by the Buyer, or the effects of heat, cyclones, torrential rains or inclement weather;

4.2.4 The Seller will accept no responsibility if the defect or failure in respect to the Goods results from incorrect specification or other data supplied by the Buyer to the Seller;

4.2.5 Since all cement and related products exhibit some volume change upon hardening, no responsibility can be accepted by the Seller, whether in contract, tort or delict (including negligence) or otherwise, for any loss or damage arising as a result of such changes;

4.3 The Buyer shall provide the Seller, its employees and agents (together with such vehicles, plant and equipment as the Seller shall deem necessary) safe and unrestricted access together with such other facilities and information as the Seller may reasonably require to enable it to ascertain or verify the nature and cause of the alleged defect or failure and to carry out its obligations under the Guarantee.

**PROVIDED ALWAYS THAT** the Seller shall be under no obligation whatsoever to refund the price of, or supply additional goods in respect of, any Goods which are removed by the Buyer without the Seller's Prior written consent or where the Seller has not been given proper opportunity to ascertain or verify the nature and cause of the alleged defect in accordance with this Condition 4.3.

4.4 The Seller shall be under no obligation whatsoever to refund the price of the Goods or supply any additional goods to the Buyer pursuant to the Guarantee where the alleged defect or failure results from incorrect installation or handling, alteration without consent, wear and tear accident, failure to observe the sampling or testing procedures referred to in Condition 3, abnormal or improper conditions of storage or use or any neglect or default (including negligence) of the Buyer or any third party.

**5. THE SELLER'S LIABILITY****5.1 SUBJECT TO CONDITION 5.2:-**

5.1.1 THE LIABILITY ACCEPTED BY THE SELLER UNDER THE GUARANTEE SHALL BE IN SUBSTITUTION OF ANY OTHER LEGAL REMEDY OF THE BUYER IN RESPECT OF ANY ALLEGED DEFECT IN RELATION TO THE GOODS OR FAILURE OF THE GOODS TO COMPLY WITH THE SPECIFICATION OR QUALITY CONTAINED IN THE CONTRACT.

5.1.2 THE LIABILITY OF THE SELLER WHETHER IN CONTRACT OR IN TORT OR DELICT ARISING OUT OF OR IN CONNECTION WITH ANY ACT, OMISSION, NEGLIGENCE OR DEFAULT OF THE SELLER'S EMPLOYEES, AGENTS OR SUB-CONTRACTORS IN CONNECTION WITH THE CONTRACT (INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING FOR NEGLIGENCE, BREACH OF ANY CONDITION OR WARRANTY WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE HOWSOEVER) SHALL BE LIMITED TO THE REFUND OF THE PRICE OF THE GOODS OR THE SUPPLY OF ADDITIONAL GOODS PURSUANT TO THE GUARANTEE;

5.1.3 THE SELLER SHALL NOT BE LIABLE TO THE BUYER IN CONTRACT, TORT OR DELICT (INCLUDING NEGLIGENCE) OR FOR BREACH OF STATUTORY DUTY FOR ANY LOSS OF PROFIT, LOSS OF INCOME, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, LOSS OF OPPORTUNITY OR LOSSES CALCULATED BY REFERENCE TO PROFITS, INCOME, BUSINESS REVENUE, GOODWILL, ANTICIPATED SAVINGS, DATA OR OPPORTUNITY (IN ALL CASES WHETHER DIRECT OR INDIRECT OR ANY INDIRECT, CONSEQUENTIAL OR ECONOMIC LOSS OF ANY KIND WHATSOEVER WHICH THE BUYER MAY SUFFER OR INCUR BY REASON OF ANY ACT, OMISSION, NEGLIGENCE OR DEFAULT (INCLUDING NEGLIGENCE) IN CONNECTION WITH THE CONTRACT BY THE SELLER, ITS EMPLOYEES OR AGENTS.

5.2 The Seller shall not be liable to the Buyer in any manner or be deemed to be in breach of the Contract (because of any delay in performing or any failure to perform any of the Seller's obligations under the Contract if the delay or failure was due to any cause beyond the Seller's reasonable control ("force majeure condition").

5.3 Without prejudice to its generality of Condition 5.2 force majeure conditions shall include: governmental actions, war or threat of war, national emergency, riot, oil disturbance, sabotage, insurrection or requisition; act of god, fire, explosion, flood, tempest, epidemic or accident; import or export regulations or embargoes or compliance with any governmental, parliamentary or local authority order, rule, regulation, direction or by-law; strikes, lock outs or other industrial actions or trade or labour disputes (including actions or disputes involving the Seller's workforce); inability to obtain or delay in obtaining supplies of adequate or suitable material, fuel, parts, machinery or labour; or power failure or breakdown in machinery.

5.4 The Seller undertakes to make every reasonable endeavour to overcome difficulties arising from a force majeure condition provided always that the Seller shall not be obliged to purchase the Goods from third parties.

**6. PAYMENT**

a. For cash payment, same must be effected before delivery or on pro forma invoice at the Company's option.

b. For payment made by cheque, delivery will be effected upon clearance of cheque.

**7. UNLESS OTHERWISE STATED, OUR OFFER FOR THE SUPPLY OF CONCRETE IS SUBJECT TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS VIZ:**

**7.1 QUALITY OF CONCRETE****7.1.1 Concrete Characteristic Strength**

The Concrete produced by the seller is sold on the basis of cube crushing strength. The Seller guarantees that the crushing strength specified by the Buyer will be met and if requested by the Buyer or its Representative, be ascertained by means of test cube taken at time of delivery on site. The test cube will be taken, stored, and tested in accordance with the British Standard Code of Practice.

Reference to compressive strength in any specification shall, unless otherwise agreed, refer to compressive strength obtained from concrete cubes made, cured and tested in accordance with BS 1881 as amended or replaced from time to time. When estimate are required of the in-situ strength of concrete the interpretation shall be the estimated potential strength of concrete obtained from cores taken from hardened concrete in accordance with the recommendations of Concrete Society Report No. 11, "Concrete Core Testing for strength" (or the replacement thereof), BS 6089 and/or ACI Committee 318/318R-02.

**7.1.2 Concrete Setting Time**

The Concrete Setting Time is normally retarded to at least 3 hours after the time of production of the first concrete batch at the Batching Plant by means of approved Retarding Admixtures.

**7.1.3 Concrete Slump on Site**

Where the workability of concrete is to be determined by means of the "Slump Test", any sample of the concrete shall be taken in accordance with BS 1881 Part 102 Clause 4.2 as amended or replaced from time to time and assessed for compliance in accordance with BS 5328 as amended or replaced from time to time, or with the relevant provisions of such other appropriate British Standards (as notified by the Seller to the Buyer).

Concrete Slump on Site will normally be in the range of 90-140 mm for pumped concrete and 70-120 mm for Supply Only Concrete. Should the slump be below the lower limit indicated, a superplasticiser may be used to restore the slump within the range indicate without any adverse effect on the strength and quality of concrete. The tolerance in the measured value of the slump is in accordance with clause 3.5 of BS 5328: Part 4:1990, specifications for the procedures to be used in sampling, testing and assessing compliance of concrete.

**7.2 IN CASE OF SUPPLY AND PLACE**

7.2.1.a. The Buyer or his Representative shall be present at all times during the concreting and have, on site, sufficient number of skilled workmen to ensure that no bulking of shuttering is taking place and that the reinforcement steel is in proper place.

7.2.1.b. It will be the responsibility of the Buyer or his Representative to ensure that the formwork and scaffolding are adequately secured to support the wet concrete and construction loads normally imposed during the casting of slabs.

7.2.1.c. The Seller will not guarantee that the thickness would be uniform all over the slab due to possible unevenness in the level of formwork/shuttering or in the thickness of concrete. If under design or reinforcement cover, uneven formwork will lead to uneven finished surface of top of concrete, being the cause of waterpounding, for which the Seller's guarantee is excluded as set out in Clause 7.2.3.2c.

**7.2.2 IN CASE OF SUPPLY ONLY AND SUPPLY AND PUMP**

7.2.2.a. Sampling of concrete and subsequent cube testing shall be carried out by our in-house laboratory, unless otherwise agreed.

7.2.2.b. Wherever cube testing is requested by the Buyer, the latter shall be responsible to make necessary arrangements for witnessing cube sampling, identification and subsequent testing.

7.2.2.c. The Seller will not assume any liability for any non-compliance in the hardened concrete arising from the handling, placing, compacting, finishing and curing of concrete on site.

7.2.2.d. The seller shall not be responsible for any defects to the concrete due to mishandling or misuse of the concrete, improper placing method or improper curing which have been carried out outside the control of the Seller.

7.2.2.e. All handling of concrete after off-loading from the truck mixer drums, that is conveying placing and compacting shall be the responsibility of the Buyer.

7.2.2.f. In no circumstances shall the delivered concrete be unloaded beyond the time specified by the Seller and in any case not later than 3 hours after the first batch time mentioned on the delivery note unless otherwise agreed by the Buyer.

7.2.2.g. Should the Buyer, his Contractor or Representative alter the mix of the delivered concrete by any means (e.g. adding of water or otherwise), whether deliberately, by accident or by lack of care of his employees, then the responsibility of the Seller for the Concrete product shall become null and void.

7.2.2.h. Returned concrete is not accepted and any remaining quantity, after casting all the Buyer's available formworks, shall be discharged within the time specified here above, at a location determined by the Buyer on the same site, under his responsibility and according to Environment Regulations.

**7.3 CURING AND PROTECTION OF SLABS**

7.3.1 It is the responsibility of the Buyer or his Representative to ensure that the concrete is properly cured.

7.3.2 The Buyer's attention is specially drawn to the following:

7.3.2.a. All freshly poured concrete must in all circumstances be kept damp immediately after compaction and kept continuously damp for at least 7 days afterwards. It is the Buyer's responsibility to ensure that proper measures are taken to cure the fresh concrete as from the moment of placing.

7.3.2.b. This precaution must be taken for the proper development of strength of the concrete and also to ensure its durability. Moreover, lack of proper curing will cause cracks to appear in the concrete, especially so in dry and hot weather conditions. Such cracks may appear as early as a few hours after casting or in the longer term, after a few years.

**7.3.2.c. CONCRETE ROOF SLABS ARE LIABLE TO WATER PENETRATION. IT IS THEREFORE RECOMMENDED TO PROTECT ROOF SLABS WITH A WATER PROOFING MEMBRANE OR ALTERNATIVE WATERPROOFING PRODUCT OVER AND ABOVE A SCREED, FINISHED WITH SUFFICIENT SLOPE TO FALL.**

**7.4 SELLER'S RESPONSIBILITY**

The Seller shall in no circumstances be responsible for:

i. Any damage or prejudice resulting from the displacement, yielding, partial or total collapse of a slab's formwork or its supports.

ii. Any damage caused to the slab by cyclones, torrential rains or other similar climatic conditions.

iii. Any damage caused to any slab due to inadequate curing.

**7.5. CONDITIONS FOR CUBE MAKING AND TESTING**

The following conditions shall apply upon request by the Buyer for the making and testing of Concrete Cubes on delivery:

i. All cubes after demoulding shall be kept under water or continuously moist.

ii. All Cubes collected by the Seller will be tested at the latter's Laboratory and results will be forward to the buyer upon request. Cube strength tests carried out at our laboratory will be free of charge. However, should cubes be tested at another laboratory, charges will be borne by the Buyer. All other tests to be carried out on the concrete, cement and aggregates are not included in our prices.

iii. Buyer are advised to keep at least one cube for testing beyond 28 days if deemed necessary.

**7.6. CONDITIONS FOR CONCRETE SLUMP TESTING**

The following conditions shall apply upon request by the Buyer for the testing of Concrete Slump on delivery:

i. Concrete Slump will be as specified in Section 7.1.3 above. Should the Buyer require a Slump outside the ranges specified in section 7.1.3, the latter will have to remit his Concrete Specifications, approved by a Qualified Engineer, in writing to the Seller for review at least 7 days before the expected delivery date. The Seller reserves the right to decline the supply concrete with slump outside range specified in Section 7.1.3 above.

ii. All Slump testing will be carried out by the Seller's Technical Representative.

iii. The Buyer will be charged the sum of Rs 500 for each slump test on site.

**7.7. CONCRETE CORE TESTING**

The following conditions shall apply in addition to Condition 7.1.1 above. Concrete Core testing will not, for the purpose of evaluating compliance with characteristics strength, be applicable to concrete work which involve special difficulties in compaction and curing, e.g. pitched slabs and confinement by formwork and/or inappropriate falsework.

**7.8. CONDITIONS FOR THE CASTING OF PITCHED SLABS**

It is hereby agreed as follows:

i. The Buyer accepts the Terms and Conditions as specified above as well as the terms and conditions mentioned hereunder.

ii. It will be the responsibility of the Buyer or his Representative to decide whether double shuttering is required to enable the concrete to be properly laid and compacted.

iii. The Seller gives guarantee only as to the strength of the concrete supplied by it and no other guarantee of any kind, nature and whatsoever.

iv. The strength of concrete is assessed from cube samples taken at the seller's Batching Plant, and the Buyer is advised to be present during this exercise.

v. Core samples from hardened concrete shall not be used for evaluating the characteristics strength of the concrete supplied due to the specific nature of the compaction, curing, casting, etc of the pitched slab.

**vi. IF THE SELLER CASTS THE SLAB FOLLOWING THE REQUEST OF THE BUYER, IT SHALL NOT BE LIABLE IN ANY MANNER WHATSOEVER FOR ANY DEFECT OF WORKMANSHIP, LACK OF PRECAUTION AND ANY OTHER DEFECTS IN RELATION TO THE CASTING OF THE CONCRETE FOR THE PITCHED SLAB, WHICH IS DONE AT THE SOLE RISKS AND PERILS OF THE BUYER.**

vii. The Buyer also agrees that he shall be the only one liable for any accident to any of his worker, himself, any third party and damage to any property whatsoever and that the Seller shall not bear any responsibility whatsoever during and after the casting of the pitched slab.

viii. The Buyer hereby undertakes to indemnify and hold the Seller harmless if any claim should arise thereafter out of or in connection with the casting of the pitched slab as carried out by the seller.

**7.8 Power Floating****1. QUALITY OF WORKS**

a) The finishing of levels shall be the responsibility of the client on which the evenness of the finished surface will depend.

b) The finishing of levels shall not be responsible should there be any cracks after casting.

c) All power-floating work for outdoor slabs are subject to climatic conditions. The Company reserves the right to cancel a power-floating work if it starts raining during or after the placing of concrete and it shall bear no responsibility whatsoever for any such job not completed.

**2. FLOOR HARDENER**

The Client shall be responsible to provide floor hardeners, if required, which shall be applied right after casting. Dosage and method of application shall be specified by the client.

**DELIVERY NOTICE**

1. The Buyer must give to the company 72 hours notice of the time and address of delivery for all power-floating works.