

GENERAL CONDITIONS OF CONTRACT

1. General

(a) The specification of works as detailed in our quotation shall be carried out:-

1. During normal working hours. If overtime is worked at the request of the client, it shall be paid for as an extra to the contract.
2. Under normal conditions. If through no fault of Britlec Group Ltd. (Herein after referred to as "The Company"). Should conditions be considered by the company not to be normal, the client shall pay any additional costs incurred.
3. With opportunity for continued work, and if through no fault of the company, this opportunity is denied, the client shall pay the additional costs incurred by the company.

(b) The company shall not be deemed responsible for delay due to lack of instructions by the client or his approved representative, nor for the delay in completion of contracts due to industrial action, fire accidents or other circumstances over which the company have no direct control. If it is deemed that such delays have incurred the company in additional costs, they shall be reimbursed by the client.

(c) Adequate facilities shall be provided by the client for the economical execution of the contract. This will include access to site and access to all buildings deemed part of the site.

2. Health & Safety At Work Act 1974

At all times it shall be the responsibility of the client that the employees of the company will not be at risk in any areas of the site/buildings that are contaminated with asbestos, toxic gases, toxic fumes of any type or any items/substances that do not comply with the current legislation of the Health & Safety Executive (C.O.S.H.H.). It shall also be the responsibility of the client to hold all relevant certificates (e.g. Employers Liability Certificate Statutory Regulations etc.), at the place of work or site. The company would hold the client or his agent liable for any penalties imposed on them caused by their employees non-compliance.

3. Alterations Over and Above Specification

The works will be carried out to the compliance of the specification. Request for alterations/additions to the specification must be accompanied in writing by the client or his representative. The client shall pay all additional costs or expenses on a labour time plus materials cost basis at the time of the Final Account being rendered, unless the client or his representative has requested and received from the company a separate quotation for additional works. If this is the case then all the terms and conditions as set out in this document will apply.

4. Unspecified Provisional Sums

5. Where the contract/specification allows for a sum of monies over and above the agreed contract price/quoted price. This shall be used at the discretion

or direction of the client or his representative and charged with the Final Account.

6. Drawings

The quotation/specification as formulated by the company allows and provides for them to carry out the works as agreed by the client. Copies of detailed drawings supplied to the client at the express wish of the client or his agent will be charged accordingly as additional items over and above the costs as quoted in the specification.

7. Payment

(a) All invoices are strictly net and shall be paid within a period of 7 or 30 days as stated on the invoice issued. Progressive payments (as and when applied for) shall be made to the company in respect of materials and labour expended and materials delivered to site but not fixed, within 14 days of the request being made.

(b) If payment of any invoice is not made in accordance or in compliance with paragraph (a) then interest will be payable in the amount of any unpaid invoices at the rate of 4% per annum over and above the Lloyds Bank plc. base rate, as stated in the Financial Times on a daily basis. The company reserve the right to recover all monies owed to them using legal provision under English Law and any fees expended in recovery of such monies whether by way of legal or court fees, shall be payable by the client.

7. Title & Risk

(a) The materials/equipment supplied by the company under the terms of the contract shall be the responsibility of the client for safe keeping on the premises or site. If and when suitable storage area is agreed the responsibility for this will be between the company and the client/agent or senior employee.

(b) Additional and Alternative Property and Risk

0.1 In spite of delivery having been made, property in the Goods shall not pass from the seller until:

011 the Buyer shall have paid the Price plus VAT in full: and

0.12 no other sums whatever shall be due from the Buyer to the Seller

0.2 Until property in the Goods passes to the Buyer in accordance with clause 0.1 the Buyer shall hold the Goods and each of them on a fiduciary basis for the Seller. The Buyer shall where the circumstances permit, store the goods (at no cost to the Seller) separately from all other goods in its possession and marked in such a way that they are clearly identified as the Seller's property.

0.3 The Seller shall be entitled to recover the Price (plus VAT) notwithstanding that property in any of the goods has not been passed from the Seller. 0.4 Until such time as property in the Goods passes from the Seller to the Buyer shall upon request deliver up such Goods that have not ceased to be in existence to the Seller. If the Buyer fails to do so the Seller may enter upon the premises owned occupied or controlled by the Buyer where the goods are situated and repossess the Goods.

0.5 The buyer shall not pledge or in any way charge by way of security for any indebtedness any of the goods which are the property of the Seller. Without prejudice to the rights of the Seller, if the Buyer does so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.

0.6 The Buyer shall promptly deliver any prescribed particulars of this contract to the Registrar in accordance with the Companies Act Part XII as amended

0.7 The Seller's right of entry and repossession contained in clause 0.4 hereof shall extend to the situations where the Goods have been installed and incorporated into the Buyer's premises and shall permit the removal of the Goods by the Seller provided that no unnecessary damage is occasioned thereby.

8. Materials & Deliveries

- (a) Materials delivered to the client's site/premises with the agreement of the client/agent on behalf of the company or their approved agents, to the will above be kept in a secure and vandal proof area and will at that time be the responsibility of the client/agent to ensure against all damage loss due as is reasonably practicable under English Law.
- (b) The completion of the contract will be dependent on the company using the materials as specified reserve the in the right specification/contract to substitute other materials as agreed of upon an with the client/customer. If it is found that the undertaking cannot be achieved, the company accepted by the client/customer. If the substitute materials are not accepted by client/customer, the company reserves the approved manufacture to fulfil the terms of the contract. If the substitute materials are not and to make additional charges for labour the carried out in the right to vary the terms Of the agreement relating to the date of completion of the works completion of the works.

9. Warranty

(a) The company warrant that the installation shall comply with the relevant regulations for Electrical I.E.E. (Current Edition)

(b) Where the client/customer within 12 months of the completion of the contract works proves to the reasonable satisfaction of the company that the or defective of the design, contract works proves to shall remedy the defect at their own cost providing works carried out are defective design, then the company shall remedy the defect at their own cost providing that:

- (i) The installation has been properly operated and maintained by the customer. written notification to the company.
- (ii) No repair, modification or alteration has been carried out to the installation by others without prior
- (iii) The full price has been paid by

(c) That written notice Of defects must be made promptly within the 12 months period.

(d) Where defect in materials is deemed to be cause for complaint, the company will only be responsible for the replacement Of any such items within the guarantee period as set by the manufacturer of such items and the company reserve the right to charge labour costs for the works involved within the 12 months period.

(e)The company will not be liable for any malfunction/fault of any item/materials or equipment as supplied by the client/customer, nor for any tosses caused by such malfunction.

10. Sub-Contract

The company having entered a binding contractual agreement with a client/customer of the first instance upon receipt of his official written order. will only carry out works as agreed and specified in the contract, and will not accept verbal instructions or alterations or deviations to this contract from any sub-contractor, employee or agent of the client/customer, unless the client/customer places written instructions with the company.

11. VAT

VAT. will be payable on all works done and materials supplied that are not identifiable as zero rated.

12. Liability

The company shall not be deemed to be liable to the client/customer for any indirect or direct nor consequential loss of the customer arising out of or in connection with the execution of the works, and the total liability of the company for any other loss of the customer arising under the terms of this contract shall not exceed the total price payable hereunder by the client/customer to the company. The exception will be in respect of death or