

COKEBUSTERS LIMITED - TERMS AND CONDITIONS OF TENDER AND CONTRACT

1. General.

- 1.1 Acceptance of the tender includes acceptance of the following Terms and Conditions. The Company shall mean Cokebusters Limited, The Armoury Building, Hawarden Aviation Park, Flint Road, Chester CH4 0GZ, United Kingdom.
- 1.2 "Contract Price" means the price agreed for the Work.
- 1.2 "Customer" means the person(s) or company for whom the work is carried out on behalf of.
- 1.3 "Work" means the work described within the tender.
- 1.4 Where any Terms and Conditions of the Customer conflict with any of these Terms and Conditions, these Terms and Conditions shall apply.

2. Period of Tender.

- 2.1 The Tender remains open for 30 days unless previously withdrawn or otherwise stated. Thereafter, the Tender is subject to confirmation or adjustment by the Company.

3. Basis of Tender.

- 3.1 All increase or decreases in labour and/or material costs arising after the date of tender may be recovered from or allowed to the Customer unless the tender expressly excludes this Condition.
- 3.2 Unless otherwise stated within the quotation the Contract Price is based on the work being allowed continuously and without interruption through a 24-hour period, 7 days a week (including any Public and National or other Holidays) with work being carried out in two 12-hour shifts.
- 3.3 Variations or additional work requested by the Customer shall be charged at the sole discretion of Cokebusters Ltd on a time and material basis unless the subject of a separate quotation accepted by the Customer. Payment of any additional value and any changes to labour or material costs will be made in the payments following the request for variation or change in cost.

4. The Company's Obligations - Limit of Liability.

- 4.1 The Company will attempt to complete the work within the agreed period or where no period is agreed within a reasonable period. The Company is not responsible for any loss or damage whatsoever which the Customer may incur as a result of any failure of the Company to complete within either an agreed period or a reasonable period.
- 4.2 The Company shall carry out and complete the work to the quality described in the tender or where no quality is stated, to a reasonable quality.
- 4.3 The Company shall carry out any design work using the reasonable skill and care expected from a reasonably competent designer of that particular specialism.
- 4.4 If the Company fails to comply with any of the obligations in 4.2 or 4.3 above the Customer shall allow the Company to replace or make good any defective materials, workmanship or design with materials, workmanship or design that does so comply within a reasonable period of notification of such failure at no cost to the customer. The Company is not responsible for any loss or damage whatsoever which the customer may incur as a result of any failure by the Company to comply with the obligation in 4.2 or 4.3 above.
- 4.5 If the Customer does not allow the Company to replace or make good any defect in materials, workmanship or design then the Company is not responsible for any additional costs incurred by the Employer in employing others to replace or make good such defect.

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4.6 Without prejudice to the Customer's Statutory rights, the Company will pass to the Customer the benefit of any guarantees the Company has received in respect of materials supplied by the Company and undertake to repair or, if necessary, replace free of charge any materials or work found to be defective if the defect is due to faulty workmanship by the Company, his servants or agents nevertheless that:

- (a) The Company accepts no responsibility for any drawing, design or specification not prepared by him.
- (b) The Company will take reasonable care but accepts no liability for damage to plant, equipment or other fixtures and fittings which have to be removed by the Company or his workmen in order to carry out the Contract Works. Without prejudice to this the Company will maintain adequate Public Liability Insurance Cover for at least the duration of the Contract.

5 Workmanship Guarantee.

5.1 The Company represents and warrants that it possesses the special skill and professional competence, expertise and experience to undertake the contracted work.

5.2 The Company agrees to execute the contracted work in a diligent, efficient, competent and skilful manner.

6. Design.

6.1 Any design or other information provided by either party shall be kept confidential between the parties.

6.2 The Customer warrants that any design or documents or other materials provided to the Company for the purposes of the contract will not infringe the copyright or other rights of any third party and the Customer shall indemnify the Company against any loss, damages, costs, expenses or other claims arising from any such infringement.

7. Loss and Expense.

7.1 If the Company's progress of the work is delayed or their method or sequence of work is affected by any events beyond the Company's reasonable control the Customer will reimburse the Company any additional loss and/or expense they incur as a result of such events. The amount of any loss or expense will be paid in the payments following such loss or expense being incurred.

8. Cancellation

8.1 Any cancellation by the customer must be notified in writing not less than 30 days from the agreed start date.

8.2 Any works cancelled by the customer less than 30 days from the agreed start date are subject to a cancellation charge of 15% of the contract value or the value of any legitimate loss or expense, if the value of that loss or expense exceeds 15% of the contract value.

8.3 Any works cancelled by the customer less than 7 days out are subject to a cancellation charge of 25% of the contract value or the value of any legitimate loss or expense, if the value of that loss or expense exceeds 25% of the contract value.

9. Terms of Payment.

9.1 The Company is not obliged to commence the Work including design work until any required deposit is paid in full.

9.2 Payment of the required deposit (If applicable) becomes due on the date of the order. Payment of the balance against the Contract Price becomes due either on the date of completion of the Work or for clients with approved account status only, becomes due 30 days after the date of completion of the Work unless otherwise agreed but within terms that are not considered grossly unfair. The final date for all payments is 7 days after the date on which they become due.

9.3 All payments will be made in full by the Customer without any reduction, deduction or set off.

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9.4 Failure by the customer to make any payment by the dates in 8.2 above shall entitle the Company to immediately suspend the Work and/or charge Late Payment fees and Interest as defined in the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002. The Company also reserves the right to apply additional recovery fees under the late payment of commercial contracts 2013, should these arise.

9.5 If the Company suspends performance as described in 8.4 above the Customer will reimburse any loss or expense suffered or incurred by the Company as a result of such suspension within the payments following the commencement of the period of suspension.

9.6 Failure by the Customer to make any payment by the dates in 8.2 above shall entitle the Company to reimbursement of the full amount of any legal fees and expenses or other cost or expense incurred in obtaining payment from the Customer whether or not any legal proceedings are commenced. Payment of such fees and expenses is to be made by the Customer at the same time as the overdue payment.

10. Data Protection.

10.1 The Company, together with its Group, may use the personal and business details the Client provides (or which are supplied by third parties) including any details of directors, officers, partners and employees (whose consent the Client must obtain) in order to:

- (a) Provide the Client with a quotation and to deal with the associated administration of the Contract.
- (b) Search credit reference, credit scoring and fraud agencies who may keep a record of the search;
- (c) Support the development of the Company's business by including the Client's details in customer surveys, for market research and business reviews which may be carried out by third parties acting on the Company's behalf.

10.2 Personal details may be transferred to countries outside the EU. They will at all times be held securely and handled with the utmost care in accordance with all principles of English law.

10.3 By applying for and/or entering into this Contract the Client is deemed to specifically consent to the use of any personal data supplied by the Client and the Client's contract data in the ways and for the purposes set out.

11. Applicable Law and Dispute Resolution.

11.1 For the purposes of the Contract (Rights of Third Parties) Act 1999 and notwithstanding any other provision of this Agreement this Agreement is not intended to and does not give any person who is not a party to it any right to enforce any of its provisions.

11.2 Either party may refer any dispute at any time to adjudication in accordance with the Scheme for Construction Contracts (England and Wales) 1998.

11.3 The law applicable to this contract is the Law of England and Wales and the English Courts shall have jurisdiction over any dispute or difference between the parties.