

EUROLINK PROPERTIES (HUDDS) LIMITED
TERMS AND CONDITIONS OF SUPPLY

PART A (GENERAL)

1. DEFINITIONS & INTERPRETATION

- 1.1 In these terms and conditions, the following words and phrases shall have the meanings ascribed to them below:
"Charges" means the Charges detailed in the Order Form or in the case of charges determined on a time and materials basis, those which are calculated in accordance with condition 8.2;
"Conditions" means these terms and conditions;
"Commencement Date" means the date detailed in the Quotation;
"Contract" means the contract between the Supplier and the Customer relating to the supply of Goods and/or Services, incorporating the Conditions;
"Credit Facility" means the extension of a line of credit to the Customer by the Supplier, the details and existence of which are evidenced in the Quotation (by way of instalment or payment plans) or correspondence submitted by the Supplier to the Customer;
"Customer" means the company, person or party detailed in the Quotation who purchases Goods and/or Services from the Supplier;
"Expenses" means the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the Supplier in connection with the Services;
"Goods" means the goods detailed in the Quotation;
"Hire Services" means the services detailed in the Quotation relating to the hire of Goods;
"Installation Services" means the services detailed in the Quotation to be supplied to the Customer by the Supplier;
"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trade marks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
"Minimum Term" means the term detailed in the Quotation;
"Quotation" means the document confirming particulars of the Contract, including (where applicable) any Specification;
"Payment Terms" means the payment terms (if any) detailed in the Quotation;
"Services" means the Hire Services and/or Installation Services and/or Storage Services as detailed in the Quotation;
"Special Conditions" means the special terms and conditions (if any) detailed in the Quotation;
"Specification" means any specification (including any technical or functional specification, recorded in or referred to in the Quotation;
"Storage Goods" means all of those goods belonging to the Customer from time to time, stored by the Supplier pursuant to the Storage Services;
"Storage Services" means the services detailed in the Quotation, relating to the storage of Storage Goods by the Supplier;
"Supplier" means Eurolink Construction Services Limited (company number 02855712) whose registered office is at West House, King Cross Road, Halifax, West Yorkshire, HX1 1EP;
- 1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.3 Words in the singular include the plural and in the plural include the singular.
- 1.4 A reference to the parties shall be a reference to the Supplier and Customer.
- 1.5 Condition headings do not affect the interpretation of these terms and conditions.

2. APPLICATION OF CONDITIONS

- 2.1 Subject to any variation under condition 6 the Contract shall be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any Quotation, confirmation of order, specification, other document, trade custom, practice or course of dealing), which, together with the Quotation, constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in it, superseding any previous agreement between the parties relating to such matters.
- 2.2 Any variation to these Conditions and any representations about the Goods and/or Services shall have no effect unless expressly agreed in writing and signed by a director of the Supplier.
- 3. BASIS OF SUPPLY**
- 3.1 The Quotation is valid for a period of thirty (30) days only and the Supplier may withdraw it at any time by written notice to the Customer.
- 3.2 Each order or acceptance of a Quotation by the Customer shall be deemed to be an offer by the Customer, subject to the Conditions. The Customer shall ensure that its order is complete and accurate.
- 3.3 A binding Contract shall not come into existence between the Supplier and the Customer unless and until the Supplier issues a written order acknowledgment to the Customer or the Supplier despatches the Goods and/or commences the Services (whichever occurs earlier).
- 3.4 The Customer acknowledges that it has:
(a) not relied on any statement, promise or representation made or given by or on behalf of the Supplier which are not set out in the Contract; and
(b) satisfied itself that the Goods and/or Services are suitable for its own requirements.

4. DESCRIPTION

- 4.1 The description and/or quantity of the Goods and/or Services shall be as set out in the Quotation.
- 4.2 All samples, drawings, descriptive matter, specifications and advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures are issued or published for illustrative purposes only and they do not form part of the Contract.
- 4.3 Any typographical, clerical or other error or omission in the Quotation, any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.
- 4.4 The Supplier's employees, contractors and agents are not authorised to make any contractually binding representations concerning the Goods and/or Services. In entering into the Contract, the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which have not been confirmed in writing by an authorised officer of the Supplier. However, nothing in these conditions limits the Supplier's liability for fraudulent misrepresentation.
- 4.6 Any advice or recommendation given by the Supplier or its employees, contractors or agents to the Customer or its employees, contractors or agents about the Services which are not confirmed in writing by an authorised officer of the Supplier is followed or acted on entirely at the Customer's own risk.

5. SCOPE AND CONFLICT

- 5.1 The terms and conditions detailed in this Part A (General) shall always apply to the Contract.
- 5.2 If with reference to the Quotation the Contract encompasses the supply of:
(a) Goods, the additional terms and conditions detailed in Part B of the Conditions (Supply of Goods) shall also apply to the Contract;
(b) Installation Services, the additional terms and conditions detailed in Part C of the Contract (Supply of Services) shall also apply to the Contract;
(c) Hire Services, the additional terms and conditions detailed in Part D of the Contract (Supply of Hire Services) shall also apply to the Contract;
(d) Storage Services, the additional terms and conditions detailed in Part E of the Contract (Supply of Storage Services) shall also apply to the Contract.
- 5.3 If there is any conflict, inconsistency or ambiguity when interpreting the Contract, the following order of precedence shall always apply:
(a) firstly any Special Conditions;
(b) secondly, the terms and conditions detailed in Part B of the Conditions (Supply of Goods);

- (c) thirdly, the terms and conditions detailed in Part C of the Conditions (Supply of Installation Services);
(d) fourthly, the terms and conditions detailed in Part D of the Conditions (Supply of Hire Services);
(e) fifthly, the terms and conditions detailed in Part E of the Conditions (Supply of Storage Services);
(f) sixthly, the terms and conditions detailed in Part A of the Conditions (General);
(g) finally, the Quotation.

6. CHANGE CONTROL

- 6.1 If either party requests a change to the scope or performance of the Contract, the Supplier shall, within a reasonable time, provide a written estimate to the Customer of:
(a) the likely time required to implement the change;
(b) any variations to the Supplier's price arising from the change;
(c) any other impact of the change on the terms of the Contract.
- 6.2 If the Supplier requests a change to the scope of the Contract, the Customer shall not unreasonably withhold or delay consent to it.
- 6.3 If the Customer wishes the Supplier to proceed with the change, the Supplier has no obligation to do so unless and until the parties have agreed in writing on the necessary variations to the price, any implementation plan and any other relevant terms of the Contract to take account of the change.

7. CUSTOMER OBLIGATIONS

- 7.1 The Customer shall provide the Supplier in a timely manner with such:
(a) access to the Customer's premises and data, and such office accommodation and other facilities, as is requested by the Supplier;
(b) information as the Supplier may request, and ensure that such information is accurate in all material respects.

8. CHARGES

- 8.1 The Charges shall be deemed to be in UK £s (pounds sterling) and unless expressly stated otherwise, shall exclude value added tax (where applicable) at the applicable current rate and Expenses, which shall be payable in addition.
- 8.2 Where the Services are to be supplied on a time and materials basis:
(a) the Charges payable for the Services shall be calculated in accordance with the Supplier's standard daily fee rates as detailed in the Quotation or as notified from time to time;
(b) the Supplier's standard daily fee rates are calculated on the basis of an eight (8) hour day worked between 9.00 am and 5.00 pm on weekdays (excluding weekends and public holidays);
(c) the Supplier shall be entitled to charge at an overtime rate of one hundred and thirty three percent (133%) of the normal rate for part days and for time worked by staff engaged in the delivery of the Services outside the hours referred to in condition 8.2(b) on a pro-rata basis;
(d) the Supplier shall ensure that all staff engaged in the delivery of the Services complete time sheets recording time spent on the Services, and the Supplier shall use such time sheets to calculate the value of the invoice referred to in condition 9.2.
- 8.3 The Supplier reserves the right, by giving notice to the Customer at any time to increase any Charges to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier (including any foreign exchange fluctuation, currency regulation, alteration of duties, change in legislation or significant increase in the costs of labour), any change in the Specification requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate information or instructions.

9. PAYMENT TERMS

- 9.1 Unless the Customer has the benefit of a Credit Facility the Customer shall settle all the Supplier's invoices immediately upon receipt, and the Supplier shall not perform the Services until it has received in full (in cleared funds) all Charges due to it in respect of the Contract.
- 9.2 If the Customer has the benefit of a Credit Facility the Supplier shall issue an invoice for the payment of the Charges and any Expenses incurred (and the Customer shall pay such invoice) in accordance with any Payment Terms. In the absence of any such Payment Terms, the Supplier shall at the end of each calendar month, issue an invoice for the payment of any Charges and Expenses incurred, which the Customer shall pay within thirty (30) days of receipt. Time for payment of every invoice shall be of the essence.
- 9.3 The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Supplier to the Customer.
- 9.5 If the Customer fails to pay the Supplier any sum due pursuant to the Contract, without prejudice to any other right or remedy available to the Supplier:
(a) the Customer shall be liable to pay interest to the Supplier on such sum from the due date for payment at the annual rate of 8% above the base lending rate from time to time of the Bank of England, accruing on a daily basis until payment is made, whether before or after any judgment. The Supplier reserves the right to claim interest, compensation and costs under the Late Payment of Commercial Debts (Interest) Act 1998;
(b) the Supplier may suspend further performance of the Services;
(c) exercise a general lien on all Goods and property belonging to the Customer in its possession, exercisable in respect of all sums lawfully due from the Customer to the Supplier. The Supplier shall be entitled, on the expiry of fourteen (14) days' notice in writing, to dispose of such goods or property in such manner and at such price as it thinks fit and to apply the proceeds towards the amount outstanding.

10. TERMINATION

- 10.1 Without prejudice to any other rights the Supplier may have under the Contract, at any time during the Contract, the Supplier shall have the right to terminate the Contract on written notice to the Customer, with immediate effect, if the Customer:
(a) breaches any of the Conditions and such breach is not capable or remedy;
(b) breaches any of the Conditions and if such breach is remediable, fails to remedy that breach within a period of fourteen (14) days after being notified in writing to do
(being a person) has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors;
(d) (being a body corporate) shall have a receiver or administrative receiver appointed over it or over any part of its undertaking or assets or shall pass a resolution for winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or shall become subject to an administration order or shall enter into any voluntary arrangement with its creditors;
(e) suspends or ceases or threatens to suspend or cease, to carry on all or a substantial part of its trade or business; or
(f) encumbers or in any way charges any of the Services.
- 10.2 The Contract shall automatically terminate upon expiry of the Minimum Term, if there is one.
- 10.3 Termination of the Contract (however occasioned) shall not affect any accrued rights or liabilities of either party.

11. LIMITATION OF LIABILITY

- 11.1 The following provisions set out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
(a) any breach of these Conditions;
(b) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 11.2 Nothing in these conditions excludes or limits the liability of the Supplier:
(a) for death or personal injury caused by the Supplier's negligence;
(c) for any matter which it would be illegal for the Supplier to exclude or attempt to exclude its liability; or
(d) for fraud or fraudulent misrepresentation.

- 11.3 Subject to conditions 11.1 and 11.2, whether in relation to contract, tort (including negligence or breach of statutory duty) misrepresentation or restitution, the Supplier's total liability arising in connection with the performance or contemplated performance of the Contract, shall in respect of any:
- direct financial losses, direct economic losses, direct loss of profits, direct loss of business or direct loss of anticipated savings, be limited to a sum of money equal to the price paid under the Contract; and
 - indirect financial losses, indirect economic losses, indirect loss of profits, indirect loss of business or indirect loss of anticipated savings, be fully excluded.
- 11.4 Except as otherwise provided for under these Conditions, all other warranties, conditions and other terms implied by statute (including the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982) or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 12. CONFIDENTIALITY AND SUPPLIERS PROPERTY**
- 12.1 The Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by the Supplier or its agents, and any other confidential information concerning the Supplier's business or its products which the Customer may obtain. The Customer shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Customer's obligations to the Supplier, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the Customer.
- 12.2 All materials, equipment and tools, drawings, specifications and data supplied by the Supplier to the Customer shall at all times be and remain the exclusive property of the Supplier, but shall be held by the Customer in safe custody at its own risk and maintained and kept in good condition by the Customer until returned to the Supplier, and shall not be disposed of or used other than in accordance with the Supplier's written instructions or authorisation.
- 12.3 This condition 12 shall survive termination of the Contract, however arising.
- 13. UNFORSEEABLE DELAYS**
- 13.1 The Supplier reserves the right to defer the performance of the Contract (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Supplier including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.
- 14. REGULATORY COMPLIANCE**
- 14.1 If a licence, consent, permission or any government or other authority is required in relation to the Contract, the Customer shall obtain the licence or consent at its own expense and if requested, produce the evidence to the Supplier on demand. Failure to obtain any licence or consent shall not entitle the Customer withhold or delay payment or terminate the Contract.
- 15. COMMUNICATIONS**
- 15.1 All communications between the Supplier and the Customer regarding the Contract shall be in writing and delivered by hand, first class post or fax to:
- (in case of communications to the Supplier) its registered address or any other address notified in writing from time to time; or
 - (in the case of the communications to the Customer) the address detailed in the Quotation or any other address notified in writing from time to time.
- 16. DISPUTE RESOLUTION**
- 16.1 In the event of any bona fide dispute or difference arising between the parties in connection with the Contract (excluding any dispute relating to non payment of the price by the Customer, for whatever reason), the parties shall attempt to resolve such dispute or difference in good faith and without recourse to legal proceedings.
- 16.2 If the parties are unable to resolve such dispute or difference within fourteen (14) days of initial discussions between the parties taking place, either party may request the other in writing that the matter be referred to senior representatives of the parties with authority to settle the dispute, who shall attempt to resolve the dispute within thirty (30) days of the written request to do so.
- 16.3 If the dispute or difference is not resolved as a result of a meeting of the senior representatives of the parties pursuant to condition 16.2 above, or if no meeting of the senior representatives occurs within the prescribed time periods set out in that condition, either party may request the Centre for Dispute Resolution ("CEDR") in writing to appoint an independent expert.
- 16.4 If either party so requests CEDR to appoint an independent expert, such party must instruct CEDR to ensure that the expert:
- acts as an expert and not an arbitrator;
 - affords the parties the opportunity within reasonable time limits to make representations to him;
 - informs each party of the representations of the other;
 - affords each party the opportunity within reasonable time limits to make submissions to him on the representations of the other; and
 - notifies the parties of his decision, with reasons as quickly as practicable.
- 16.5 The fees and expenses of the expert including the cost of his nomination shall be borne equally by the parties who shall bear their own costs as to the submission and determination of the dispute or difference by the expert, save as where otherwise directed by the expert.
- 16.6 The expert determination is to be conclusive and binding on the parties except where there is fraud or a manifest error or on a matter of law.
- 17. GENERAL**
- 17.1 The Supplier may assign the Contract or any part of it to any third party. The Customer shall not be entitled to assign or sub-contract the Contract or any part of it without the prior written consent of the Supplier.
- 17.2 Each right or remedy of the Supplier under the Contract is without prejudice to any other right or remedy of the Supplier whether under the Contract or not.
- 17.3 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 17.4 Failure or delay by the Supplier in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 17.5 Any waiver by the Supplier of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 17.6 Each of the parties acknowledges and agrees that in entering into the Contract it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) other than as expressly set out in the Contract. The only remedy available to either party in respect of any such statement, representation, warranty or understanding shall be for breach of contract under the terms of the Contract.
- 17.7 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 17.8 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.
- PART B (SUPPLY OF GOODS)**
- 18. DELIVERY**
- 18.1 Unless otherwise agreed in writing, delivery of the Goods shall be made to the Customer's address stipulated on the Quotation.
- 18.2 Any dates specified by the Supplier for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
- 18.3 If delivery is made at the premises of the Supplier (ex works), the Customer shall take delivery of the Goods within two (2) days of the Supplier giving it notice that the Goods are ready for delivery.
- 18.4 If for any reason the Customer fails to accept delivery of any of the Goods when they are ready for delivery, or the Supplier is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisations:
- risk in the Goods shall pass to the Customer (including for loss or damage caused by the Supplier's negligence);
 - the Goods shall be deemed to have been delivered; and
 - the Supplier may store the Goods until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 18.5 If the Supplier is requested to re-deliver the Goods following a failed delivery in accordance with condition 17.4, the Supplier reserves the right to make an additional charge for such re-delivery.
- 18.6 The Supplier may deliver the Goods by separate instalments. Each separate instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract or instalment.
- 18.7 The Customer shall be responsible for identifying and maintaining a suitable access route for delivery of the Goods. Where the ground is soft or otherwise unsuitable, the Customer shall supply and lay timbers or appropriate temporary foundations in a suitable position for unloading and for the Goods to rest on.
- 19. RISK & RETENTION OF TITLE**
- 19.1 The Goods are at the risk of the Supplier, until delivery in accordance with condition 18, whereupon risk in the Goods shall transfer in full to the Customer.
- 19.2 Full legal and beneficial title and ownership of the Goods shall pass to the Customer once the Supplier has received in full (in cleared funds) all sums due to it in respect of:
- the Contract; and
 - all other sums which are or which become due to the Supplier from the Customer under any other contract or account.
- 19.3 Until title and ownership of the Goods has passed to the Customer, the Customer shall:
- hold the Goods on a fiduciary basis as the Supplier's bailee;
 - store the Goods (at no cost to the Supplier) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the property of the Supplier;
 - not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
 - maintain the Goods in satisfactory condition and keep them insured on the Supplier's behalf for their full price against all risks to the reasonable satisfaction of the Supplier. On request the Customer shall produce the policy of insurance to the Supplier.
- 19.4 The Supplier shall be entitled to recover payment for the Goods notwithstanding that legal and beneficial ownership and title of any of the Goods has not passed from the Supplier.
- 19.5 The Customer's right to possession of the Goods shall terminate with immediate effect if the Contract is terminated by the Supplier in accordance with condition 10 and the Supplier has not been paid the price in respect of such Goods.
- 19.6 The Customer grants the Supplier, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated in accordance with condition 19.5, to recover them.
- 20. QUALITY AND WARRANTIES**
- 20.1 The Supplier warrants to the Customer that the Goods are free from defects in materials and workmanship. The Supplier undertakes (subject to the remainder of this condition 20), at its option, to repair or replace the Goods which are found to be defective as a result of defective materials or workmanship within twelve (12) months of the date of delivery.
- 20.2 The Supplier shall not be liable for a breach of the warranty contained in condition 20.1 unless:
- the Customer gives written notice of the defect to the Supplier within seven (7) days of the time when the Customer discovers or ought to have discovered the defect; and
 - after receiving the notice, the Supplier is given a reasonable opportunity of examining such Goods and the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Supplier's cost for the examination to take place there.
- 20.3 The Supplier shall not be liable for a breach of the warranty in condition 20.1 if:
- the Customer makes any use of Goods in respect of which it has given written notice under condition 20.2(a); or
 - the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or
 - the Customer alters or repairs the relevant Goods without the written consent of the Supplier.
- 20.4 Any repaired or replacement Goods shall be under warranty for the unexpired portion of the original twelve (12) month warranty period.
- 20.5 The Supplier shall not be liable for any damage or defect to the Goods caused by improper use of the Goods or use outside their normal application.
- 21. REMEDIES**
- 21.1 The Supplier shall not be liable for any non-delivery of the Goods (even if caused by the Supplier's negligence) unless the Customer notifies the Supplier in writing of the failure to deliver within seven (7) days after the scheduled delivery date.
- 21.2 Any liability of the Supplier for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata contract rate against any invoice raised for such Goods.
- 21.3 If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer (other than by reason of an unforeseeable delay under condition 13), the Customer shall be liable to pay to the Supplier all reasonable costs, charges or losses sustained by it as a result, subject to the Supplier notifying the Customer in writing of any such claim it might have against the Customer in this respect.
- 21.4 In the event of any claim by the Customer under the warranty given in condition 20.1, the Customer shall notify the Supplier in writing of the alleged defect. The Supplier shall have the option of testing or inspecting the Goods at their current location or moving them to the Supplier's premises (or those of its agent or sub-contractor) at the cost of the Supplier. If the Customer's claim is subsequently found by the Supplier to be outside the scope or duration of the warranty in condition 18, the costs of transportation of the Goods, investigation and repair shall be borne by the Customer.
- 21.5 The Supplier shall have no further liability and the Customer shall have no claim for a breach of the warranty in condition 20, if the Supplier fully complies with this condition 21.
- PART C (SUPPLY OF INSTALLATION SERVICES)**
- 22. PERFORMANCE OF SERVICES**
- 22.1 Any dates or times specified by the Supplier relating to the performance of the Installation Services are estimates only. Time for performance of the Installation Services shall not be of the essence and shall not be made so by the service of any notice.
- 22.2 Performance of the Installation Services shall be within a reasonable time.
- 22.3 If performance of the Installation Services is prevented or delayed by any act or omission of the Customer or the Customer's agents, sub-contractors or employees, the Customer shall be liable to pay to the Supplier on demand all reasonable costs, charges or losses sustained or incurred by it (including, without limitation, any direct or indirect consequential losses, loss of profit and loss of reputation, loss or damage to property, injury to or death of any person and loss of opportunity to deploy resources elsewhere), subject to the Supplier confirming such costs, charges and losses to the Customer in writing.

PART B (SUPPLY OF GOODS)

18. DELIVERY

- 18.1 Unless otherwise agreed in writing, delivery of the Goods shall be made to the Customer's address stipulated on the Quotation.

23. CUSTOMER OBLIGATIONS

- 23.1 Where the Installation Services are performed at the Customers premises or any third premises site, be responsible (at its own cost) for preparing such premises by:
- obtaining any necessary easements, wayleaves, permissions, consents or licenses, including without limitation, planning permission pursuant to the Town and Country Planning Act 1990 and building regulations consent pursuant to the Buildings Act 1984 and all associated building regulations legislation or analogous regulations in the country in which the installation of the goods is to be performed;
 - providing suitable secure space for keeping tools, fittings and materials;
 - making electrical power, sanitary facilities and running water available to the Supplier;
 - ensuring that the site on which any Goods are to be established shall have sufficient ground bearing pressure;
 - ensuring that its employees, agents or contractors do not interfere with anything installed pursuant to the Installation Services;
 - complying with all obligations and responsibilities under the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1999, the Construction (Design & Management) Regulations 2007, any approved codes of practice, industry guidance, standards and best practice, each as amended from time to time.

24. QUALITY, WARRANTIES AND REMEDIES

- 24.1 The Supplier warrants that:
- the Installation Services shall be performed using reasonable skill and care within the meaning of the Supply of Goods and Services Act 1982;
 - any deliverables supplied pursuant to the Installation Services (including any without limitation any media, computer programs, data, diagrams, reports and specifications) shall meet the Specification (if any) minor errors excluded.
- 24.2 The Supplier shall not be liable for a breach of the warranty in condition 24.1 unless the Customer gives the Supplier written notice of the defect in the Installation Services within seven (7) days of their performance.
- 24.3 Subject to conditions 24.1 and 24.2, if any of the Installation Services do not conform with the warranty in condition 24.1, the Supplier shall at its option re-perform the Installation Services or refund the price of such Installation Services at the pro rata Contract rate.
- 24.4 The Supplier shall have no further liability and the Customer shall have no claim for a breach of the warranty in condition 24.1, if the Supplier fully complies with this condition 24.

25. INTELLECTUAL PROPERTY RIGHTS

- 25.1 All Intellectual Property Rights in any deliverables created by the Supplier in its performance of the Installation Services shall remain vested in the Supplier or its licensors.
- 25.2 Neither party shall acquire or claim any title to any of the other's Intellectual Property Rights and will not, at any time, do, or omit to do, anything which is likely to prejudice the other's ownership of such Intellectual Property Rights.

26. NON SOLICITATION

- 26.1 The Customer shall not, without the prior written consent of the Supplier, at any time from the date of the Contract to the expiry of six (6) months after the completion of the Installation Services, solicit or entice away from the Supplier or employ or attempt to employ any person who is, or has been, engaged as an employee or sub-contractor of the Supplier.
- 26.2 Any consent given by the Supplier in accordance with condition 26.1 shall be subject to the Customer paying to the Supplier a sum equivalent to twenty percent (20%) of the then current annual remuneration of the Supplier's employee or sub-contractor or, if higher, twenty percent (20%) of the annual remuneration to be paid by the Customer to such employee or sub-contractor.

PART D (SUPPLY OF HIRE SERVICES)

27. DELIVERY

- 27.1 The Customer shall be responsible for unloading the Goods at the delivery site and any driver supplied by the Supplier shall be deemed to be under the Customers control.

28. CONNECTION TO SERVICES

- 28.1 The connection and disconnection of any Goods to the main services shall remain the responsibility of the Customer, unless agreed in the Quotation.

29. INSPECTION

- 29.1 The Customer shall at all times permit the Supplier reasonable access to the Goods to inspect, test, adjust, repair or replace the same.

30. TITLE AND RISK

- 30.1 Title and ownership of the Goods shall never pass to the Customer, who shall:
- hold the Goods on a fiduciary basis as the Supplier's bailee;
 - store the Goods separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the property of the Supplier;
 - not destroy, deface or obscure any identifying mark relating to the Goods; and
 - maintain the Goods in satisfactory condition and keep them insured on the Suppliers behalf for their full price against all risks to the reasonable satisfaction of the Supplier (and on request produce the policy of insurance to the Supplier).

31. TERM

- 31.1 The Hire Services shall commence on the Commencement Date and shall continue (unless terminated earlier in accordance with condition 10) for the Minimum Term.

32. CONSEQUENCES OF TERMINATION

- 32.1 Following termination, the Customer shall at its own cost arrange for or allow the Goods to be collected by the Supplier.

PART E (SUPPLY OF STORAGE SERVICES)

33. LICENCE TO OCCUPY

- 33.1 The Customer acknowledges that the Storage Services are provided on the basis of a licence of occupation only. For the avoidance of doubt, the Customer shall have no exclusive right of possession in respect of any storage units made available to the Customer pursuant to the Storage Services and that from time to time, the Storage Goods may be moved from one unit to another.

34. STORAGE GOODS

- 32.1 The Customer undertakes and warrants that the Storage Goods do not contain:
- food, perishable goods, or any living creatures;
 - combustible or flammable materials or liquids;
 - firearms, explosives, weapons or ammunition;
 - chemicals, radioactive materials, biological agents, toxic waste, asbestos or other materials of a potentially dangerous nature;
 - any item which emits any fumes, smell or odour;
 - any illegal substances, illegal items or goods illegally obtained;
 - compressed gases;
 - "Waste" as defined in the Environmental Protection Act 1990; or
 - substances the storage of which would require the obtaining of any consent or licence or which, if they escaped from their packaging, would or may cause pollution of the environment or harm to human health.
- 32.2 When presented for storage, the Customer shall ensure that the Storage Goods shall be securely and properly packed in compliance with any statutory regulations or official or recognised standards and in such condition so as not to cause damage or injury or the likelihood of damage or injury to the property of the Supplier or to any other goods, whether by spreading of damp, infestation, leakage or the escape of fumes or substances or otherwise howsoever.

- 32.3 The Customer shall be liable for any breach of HM Revenue and Customs regulations relating to goods warehoused and undertakes to indemnify and keep indemnified the Supplier against all actions, proceedings, costs, claims and demands arising out of any further breach, non-observance or non-performance of the same.

- 32.7 If there is a breach of contract by the Customer, the Customer shall indemnify the Supplier against any loss or damage it suffers which is related to the breach, and will pay all costs and expenses (including professional fees) incurred in, and the Supplier's reasonable charges for, dealing with the breach and its consequences. The Customer shall pay an extra storage charge

equal to the amount of any fine or penalty payable by the Supplier wholly or partly as a result of a breach by the Customer of this Contract.

35. TERM

- 35.1 The Hire Services shall commence on the Commencement Date and shall continue (unless terminated earlier in accordance with condition 10) for the Minimum Term.

36. CONSEQUENCES OF TERMINATION

- 36.1 Following termination, the Customer shall at its own cost arrange for the Storage Goods to be collected.

37. LIEN

- 37.1 If the Storage Goods have not been collected by the Customer within one (1) month of the expiry of the Minimum Term, the Supplier reserves the right in its absolute discretion to dispose of or sell the Storage Goods and to use the proceeds of sale to discharge any outstanding fees payable to the Supplier. The balance of any proceeds (if any) shall be returned to the Customer.

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