

# TERMS AND CONDITIONS OF CONTRACT

## 1. Definitions

- (i) The term 'Buyer' shall mean the Person, Firm or Company so named in the Purchase Order.
- (ii) The term 'Seller' shall mean the Person, Firm or Company to whom the Purchase Order is issued.
- (iii) The word 'goods'; includes all goods covered by the Purchase Order whether raw material, processed materials or fabricated products .
- (iv) (The term 'Purchase Order' shall mean Buyer's Purchase Order which specifies that these conditions apply to it.
- (v) 'The Contract' shall mean the contract between Buyer and Seller consisting of the Purchase Order, these conditions and any other documents (or parts thereof) specified in the Purchase Order. Should there be any inconsistency between the documents comprising the Contract they shall have precedence the order herein listed

**2. Quality** In the absence of a specification or sample, all goods supplied shall be within the normal limits of industrial quality

**3. Delivery date** The date of delivery of the goods shall be that specified in the Purchase Order unless agreed otherwise between Buyer and Seller. Seller shall furnish such programmes of manufacture and delivery as Buyer may reasonably require and Seller shall give notice to Buyer as soon as practicable if such programmes are or are likely to be delayed. All goods and services must be delivered within normal working hours, which are 8.30am-5.00pm Monday to Thursday and 8.30am-2.00pm on Fridays, unless otherwise stated the Purchase Order.

**4. Incorrect delivery** All goods must be delivered at the delivery point specified in the Purchase Order. If goods are incorrectly delivered, Seller will be held responsible for any additional expense incurred in delivering them to their correct destination.

**5. Passing of property and risk to buyer** The property and risk in the goods shall remain in Seller until they are delivered at the point specified in the Purchase Order

**6. Terms of payment** Unless otherwise stated in the Purchase Order, payment will be made within 60 days end of month date of invoice, provided receipt is prior to 7<sup>th</sup> of the month. Value Added Tax, where applicable, shall be shown separately on all invoices as a strictly nett extra charge.

## 7. Loss or damage in transit

- 7.1 Buyer shall advise Seller and the Carrier (if any) in writing, otherwise than by a qualified signature on any Delivery Note, of any loss or damage within the following time limits -
  - (i) Partial loss, damage, defects or non-delivery of any separate part of a consignment shall be advised within 7 days of date of delivery of the consignment or part consignment.
  - (ii) Non-delivery of whole consignment shall be advised within 21 days of notice of despatch.
- 7.2 Seller shall make good free of charge to Buyer any loss of or damage to or defect in the goods where notice is given by Buyer in compliance with this condition provided that Buyer shall not in any event claim damage in respect of loss of profits.

**8. Acceptance** In the case of goods delivered by Seller not conforming with the Contract whether by reason of being of quality or in a quantity measurement not stipulated or being unfit for the purpose for which they are required where such purpose has been made known in writing to Seller, Buyer shall have the right to reject such goods within a reasonable time of their delivery and to purchase elsewhere as near as practicable to the same Contract specifications and conditions as circumstances shall permit but without prejudice to any other right which Buyer may have against Seller. The making of payment shall not prejudice Buyer's right of rejection. Before exercising the said right to purchase elsewhere Buyer shall give Seller reasonable opportunity to replace rejected goods with goods which conform to the Contract. All deliveries must be accompanied by a readable barcode of the Buyers Purchase Order Number, which can be printed from the Buyers website: <http://www.atgaccess.com/Delivery/barcode-generator.aspx>.

**9. Variations** Seller shall not alter any of the goods, except as directed in writing by Buyer; but Buyer shall have the right from time to time during the execution of the Contract by notice in writing to direct Seller to add to or omit, or otherwise vary, the goods, and Seller shall carry out such variations and be bound by the same conditions, so far as applicable, as though the said variations were stated in the Contract.

Where Seller receives any such direction from Buyer which would occasion an amendment to the Contract Price Seller shall, with all possible speed, advise Buyer in writing to that effect giving the amount of any such amendment, ascertained and determined at the same level of pricing as that contained in Seller's tender.

If, in the opinion of Seller, any such direction is likely to prevent Seller from fulfilling any of his obligations under the Contract he shall so notify Buyer and Buyer shall decide with all possible speed whether or not the same shall be carried out and shall confirm his instructions in writing and modify the said obligations to such an extent as may be justified. Until Buyer so confirms his instructions they shall be deemed not to have been given.

**10. Patent Rights** Seller will indemnify Buyer against any claim for infringement of Letters Patent, Registered Design, Trade Mark or Copyright by the use or sale of any article or material supplied by Seller to Buyer and against all costs and damages which Buyer may incur in any action for such infringement or for which Buyer may become liable in any such action. Provided always that this indemnity shall not apply to any infringement which is due to Seller having followed a design or instruction furnished or given by Buyer or to the use of such article or material in a manner or for a purpose or in a foreign country not specified by or disclosed to Seller, or to any infringement which is due to the use of such article or material in association or combination with any other article or material not supplied by Seller And provided also that this indemnity is conditional on Buyer giving to Seller the earliest possible notice in writing of any claim being made or action threatened or brought against Buyer and on Buyer permitting Seller at Seller's own expense to conduct any litigation that may ensue and all negotiations for a settlement of the claim. Buyer on his part warrants that any design or instruction furnished or given by him shall not be such as will cause Seller to infringe any Letters Patent, Registered Design, Trade Mark or Copyright in the execution of the Purchase Order.

**11. Force Majeure** If a delivery by Seller, or the acceptance by Buyer of a delivery, is delayed or prevented because the manufacture of the goods or their delivery to Buyer's works by usual route has been or is being prevented or hindered by circumstances beyond the reasonable control of Seller, including any form of Government intervention, strikes and lockouts relevant to the Contract, delays by Sub-Contractors (but only where such delays were beyond the control of the Sub-

Contractor concerned), such delivery shall be suspended, and if it cannot be made within a reasonable time after the due date, the delivery may be cancelled by either party, by letter or cable to the other Where more than one delivery is to be made against the Purchase Order, deliveries not cancelled will be resumed as soon as the circumstances causing the delay cease. but, except where both parties otherwise agree, the period during which deliveries are to be made will not be extended. Buyer shall pay Seller such a sum as may be equitable in respect of work performed prior to cancellation.

## 12. Progress and Inspection

- (i) Buyer's customer or representatives shall have the right to progress and inspect all goods at Seller's works and the works of Sub-Contractors at all reasonable times and to reject goods that do not comply with the terms of the Contract. Seller's sub-contracts shall be made accordingly. Any inspection, checking, approval or acceptance given on behalf of Buyer shall not relieve Seller or his Sub-Contractors from any obligation under the Contract.
- (ii) When our customer is to be involved then his name and purchase order number will be shown in the appropriate box on the front of this Purchase Order. However, unless instructions are issued to the contrary during the manufacturing period, assume that pre-despatch inspection will not be required.

**13. Buyer's Rights in Specifications, Plans, Drawing, Patterns. etc.** Any specifications, plans, drawings, patterns or designs supplied by Buyer to Seller in connection with the Contract shall remain the property of Buyer, and any information derived therefrom or otherwise communicated to Seller in connection with the Contract shall be regarded by Seller as secret and confidential and shall not, without the consent in writing of Buyer, be published or disclosed to any third party, or made use of by Seller except for the purpose of implementing the Contract.

**14. Responsibility for Information** Seller shall be responsible for any errors or omissions in any drawings, calculations, packing details or other particulars supplied by him, whether such information has been approved by Buyer or not, provided that such errors or omissions are not due to inaccurate information furnished in writing by Buyer.

**15. Assignment and Sub-letting** The Contract shall not be assigned by Seller nor sub-let as a whole. Seller shall not sub-let any part of the work without Buyer's written consent, which shall not be unreasonably withheld, but the restriction contained in this clause shall not apply to sub-contracts for material, for minor details, or for any part of which the makers are named in the Contract. Seller shall be responsible for all work done and goods supplied by all sub-contractors.

**16. Copies of Sub-orders** When Buyer has consented to the placing of sub-contracts copies of such sub-order shall be sent by Seller to Buyer immediately they are issued.

**17. Deterioration** Except where stated otherwise in Buyer's Purchase Order Seller shall protect any item or part that might deteriorate during transportation or storage.

**18. Free Issue Materials** Where Buyer for the purposes of the Contract issues materials free of charge to Seller such materials shall be and remain the property of Buyer. Seller shall maintain all such materials in good order and condition subject, in the case of tooling, patterns and the like to fair wear and tear. Seller shall use such materials solely in connection with the Contract. Any surplus materials shall be disposed of at Buyers discretion. Waste of such materials arising from bad workmanship or negligence of Seller shall be made good at Seller's expense.

**19. Warranty** Seller shall as soon as reasonably practicable repair or replace all goods which are or become defective during the period of 12 months from putting into service or 18 months from delivery, whichever shall be the shorter, where such defects occur under proper usage and are due to faulty design, Seller's erroneous instructions as to use or erroneous use data, or inadequate or faulty materials or workmanship, or any other breach of Seller's warranties, expressed or implied. Repairs and replacements shall themselves be subject to the foregoing obligations for a period of 12 months from the date of delivery, reinstallation or passing of tests (if any) whichever is appropriate after repair or replacement. Seller shall further be liable in damages (if any) in respect of each Purchase Order up to the limit of the price of the goods covered by that Purchase Order provided that Buyer shall not in any event claim damages in respect of loss of profits

The foregoing states the entire liability in contract and in negligence of Seller in respect of goods which are defective, other than liability arising under Clause 7 (Loss or damage in transit), and Seller shall not, save as expressly provided herein, be liable for any other claim in regard to defects in the goods.

**20. Insolvency** If the Seller becomes insolvent or (being a Company) makes an arrangement with its creditors or has a receiver appointed or commences to be wound up (other than for the purposes of amalgamation or reconstruction), Buyer may, without prejudice to any other of his rights, terminate the Contract forthwith by notice to Seller or any person in whom the Contract may have become vested.

**21. General Conditions in the Tender** No conditions submitted or referred to by Seller when tendering shall form part of the Contract unless otherwise agreed to in, writing by Buyer.

**22. Arbitration** The construction, validity and performance hereof shall be governed by the law of England and all disputes which may arise under, out of or in connection with or in relation to the Contract shall be submitted to the arbitration of the London Court of Arbitration under and in accordance with its Rules at the date hereof. The parties hereto agree that service of any notice in the course of such arbitration at their address as given in the Purchase order shall be valid and sufficient.

**23. Drawings and Documentation** The Purchase Order shall not be deemed to have been completed until all drawings and documentation requested on the face of the order has been supplied. Invoices will not be paid until all documentation has been received. In the event of drawings or documentation being received after the invoice, the effective date of the invoice will be considered to be 7 days after receipt of the last item of drawings and documentation.

Company Name:.....

Name:.....

Position:.....

Signed:..... Date:.....

**ATG ACCESS LTD TERMS AND CONDITIONS - SUB-CONTRACT**

<p>1 The Sub-Contractor will upon and subject to the conditions and documents referred to in this Order provide everything which is necessary for the proper and timely execution and completion of the Sub-Contract Works in accordance with all drawings, specifications, Bills of Materials, requirements and/or instructions whatsoever and howsoever supplied to the Sub-Contractor and will deliver up the Sub-Contract Works to the Contractor complete in every respect to the satisfaction of the Contractor, the Employer, the Employers Agent and/or Architect and/or Contract Administrator (and their agents, representatives or servants).</p>	<p>e The Contractor shall provide the Sub-Contractor with a notice of payment no later than 5 days after the due date, which shall fall 15 days after the prescribed period for submission of interim value assessments. The notice shall specify the amount, if any, of the proposed payment, and the basis on which that amount was calculated.</p>
<p>2a The terms and conditions of this Order shall prevail over any other terms and conditions which are inconsistent with them which the Sub-Contractor seeks (whether before or after the date hereof) to impose upon the Contractor, irrespective of any provision therein purporting to exclude or supersede all or any of these terms and conditions and shall further prevail (to the extent to which they are inconsistent) over any other terms and conditions which are said to apply to this Order.</p>	<p>f Without prejudice to the Contractor's common law rights, the Contractor may not withhold payment after the final date for payment, which shall be 60 days from the due date, unless he has given effective notice to the Sub-Contractor within the notice of payment or, thereafter, within notice of intention to withhold payment, which shall be given no later than 5 days prior to the final date for payment specifying:</p>
<p>2b Any conduct of the Sub-Contractor in relation to the execution of all or part of the Sub-Contract works shall be deemed to be an acceptance of and willingness to comply with the terms and conditions of this Order and no variation of any of these terms and conditions shall be binding upon the parties unless expressly first agreed in writing by the Contractor.</p>	<p>the amount proposed to be withheld and the ground for withholding payment, or if there is more than one ground, each ground and the amount attributable to it.</p>
<p>3 The Sub-Contractor is deemed to have notice of all of the terms and conditions of the Main Contract and Main Contract Documents (save for the Contractors prices therein) and shall comply with any of the same which may in any way be relevant to the Sub-Contract Works as though the same were fully set out herein and the Contractor was the Employer and the Sub-Contractor was the Contractor. The Main Contract documents may be inspected at the Contractor's Head Office by request on reasonable notice and during normal working hours. The Sub-Contractor shall indemnify the Contractor against all claims, demands, proceedings, damages, costs, charges, loss and expense whatsoever suffered or incurred by the Contractor arising under the Main Contract consequent upon the Sub-Contractor's failure to comply whether in whole or in part with the terms and conditions of this Order save to the extent that such claims, demands, proceedings, damages, costs, charges, loss and expense are occasioned by any act of negligence or default of the Contractor.</p>	<p>g Further, and in addition to the provision of clause 7 hereof, and the Contractor's Common Law Rights of set off, if the Sub-Contractor shall cause the Contractor loss by reason of any breach of this or any other Contract between the parties or by an act or by any breach of Statutory Duty giving rise to a claim for damages or indemnity or contribution by the Contractor against the Sub-Contractor, or the Contractor shall become entitled to payment from the Sub-Contractor under this or any other Contract between the parties then without prejudice to and pending the final ascertainment or agreement between the parties as to the amount of such loss, indemnity, contributions or payment of the Sub-Contractor shall forthwith pay or allow to the Contractor such sum as the Contractor shall bona fide estimate as the amount of such loss, indemnity, contributions or payment such estimate to be binding and conclusive upon the Sub-Contractor until such final ascertainment or agreement.</p>
<p>4 The Sub-Contractor shall not sub-let or assign the Sub-Contract Works in full or in part nor factor or otherwise assign responsibility for receipt of any payment hereunder without written consent first being obtained from the Contractor and such consent if given shall not relieve the Sub-Contractor from any liability under this Sub-Contract.</p>	<p>h No later than 3 months after the Sub-Contractor is deemed to have completed all obligations under the Sub-Contract, the Sub-Contractor shall submit to the Contractor a valid statement of final account together with all documents necessary for the purposes of adjustment of the original Sub-Contract Order value by the Contractor and, thereafter, determine the amount finally due under the Sub-Contract from the Contractor to the Sub-Contractor. The final account shall be adjusted by:</p>
<p>5a The Sub-Contractor is deemed to have visited the Site and shall satisfy itself before commencing the Sub-Contract Works as to the suitability of any previous work which may in any way affect the Sub-Contract Works, (including where appropriate and without restriction any position, dimensions and surface or background to which the Sub-Contractor is to fix or lay its work) and shall immediately advise the Contractor in writing if such previous work is out of position, wrongly dimensioned or in any other way unsuitable.</p>	<p>The sums paid under previous interim valuations          Adjustment for discount and retention where applicable          Adjustment of Provisional or Prime Cost Sums          The value of re-measured works          The amounts arising from variations pursuant to clause 17(a)          The amounts arising from variations pursuant to clause 17(b)          Any amount due to the Contractor pursuant to clause 7          Any amount due to the Contractor pursuant to clause 15(g)</p>
<p>5b The Sub-Contractor shall have no claim or right of action against the Contractor arising from work previously carried out by others unless the discrepancy in position or dimension or other unsuitability of the work or surfaces has been referred to the Contractor by the Sub-Contractor pursuant to Sub-clause (a) of this Clause prior to the Sub-Contractor commencing the Sub-Contract Works.</p>	
<p>6 Where or to the extent that the Sub-Contract Works include design work or the Sub-Contractor shall have designed any part of the Sub-Contract Works or shall have selected materials for incorporation therein, the Sub-Contractor shall have in respect of any defect or insufficiency in such design or selection the like liability to the Contractor whether under statute or otherwise as would an architect or, as the case may be, other appropriate professional designer holding himself out as competent to take on such design work of similar nature and complexity, who, acting independently under a separate contract with the Contractor, had supplied such design. No approval given by the Employer, Architect, Contract Administrator or Contractor, their agents, advisers or servants shall relieve the Sub-Contractor of its obligations under this clause.</p>	<p>The Contractor shall notify the Sub-Contractor in writing no later than one month after satisfactory receipt of all necessary information to enable the proper valuation of the final amount due. The written notification shall be in the form of a Final Account Statement and shall clearly identify, if applicable, the aforementioned adjustments. The Sub-Contract shall return to the Contractor a signed copy of the Final Account Statement whereby the final date for payment shall be 30 days following receipt of the signed Final Account Statement by the Contractor. In the event that the Sub-Contractor fails to submit a valid statement of final account the Contractor shall be at liberty to value the Sub-Contract Works based on information then available to the Contractor, such valuation to be binding upon the Sub-Contractor.</p>
<p>7 The Sub-Contract Works are to be commenced on Site on the date on the face of this Order or when the Sub-Contractor is instructed to proceed and are to be completed within the Sub-Contract period or section periods specified in the Sub-Contract Details section on the front hereof subject only to such fair and reasonable extension of time as the Contractor in its entire discretion shall allow where the Sub-Contract Works are delayed by causes which result in the granting of an extension of time to the Contractor under the Main Contract. The Sub-Contract Works shall be carried out by the Sub-Contractor diligently and in such order, manner and time as the Contractor may direct so as to ensure completion of the Main Contract Works or any portion thereof by the completion date or dates or such extended date or dates as may be allowed under the Main Contract. If the Sub-Contractor is in breach of the foregoing it shall without prejudice to and pending the final ascertainment or agreement between the parties as to the amount of the loss or damage suffered or which may be suffered by the Contractor in consequence thereof, forthwith pay or allow to the Contractor such sum as the Contractor shall bona fide estimate as the amount of such loss or damage, such estimate to be binding and conclusive upon the Sub-Contractor until such final ascertainment or agreement.</p>	<p>i Notwithstanding the provision made for payment within clause 15(f), no payment will be released to the Sub-Contractor until the Contractor is in receipt of any warranties that may be required together with valid proof of:</p> <ul style="list-style-type: none"> <li>Tax Certification</li> <li>Employer's Liability Insurance</li> <li>Public Liability</li> <li>Contractor's All Risk</li> <li>Professional Indemnity Insurance policies (where appropriate)</li> </ul> <p>All documents required from the Sub-Contractor for Value Added Tax purposes must be provided upon demand until they are provided the Contractor will be entitled to withhold payments otherwise due to the Sub-Contractor.</p>
<p>8 The Sub-Contractor will maintain and protect the Sub-Contract Works at its own expense to the Contractor and the Architect's or Contract Administrators satisfaction both during the progress of the Sub-Contract Works and until the Architect or Engineer has issued a Practical Completion Certificate in respect of the Main Contract Works including the Sub-Contract Works and will make good at its own expense, and at a time to be decided by the Contractor, any defects or damage to the Sub-Contract Works.</p>	<p>16a No payment for overtime will be made unless the Sub-Contractor is advised in writing by the Contractor that payment will be made and, if the Sub-Contractor is so advised, it will be reimbursed the net additional non-productive rate incurred.</p>
<p>9 The Sub-Contractor is deemed to have allowed for his own office accommodation and for the storage of materials, plant and equipment. Free use of standing scaffolding, if any, will be allowed by the Contractor. The Contractor will not accept the responsibility for the unloading, placing in a safe position, loss, damage, or theft in connection with the Sub-Contractors material or plant, unless expressly included elsewhere in this Sub-Contract. If the Sub-Contractor's labor is not on site, the Contractor may arrange to unload the Sub-Contractor's material, plant and equipment, but on the understanding that the Contractor will not be liable for the goods, and the Sub-Contractor to pay the costs for services rendered by the Contractor. The Sub-Contractor is to provide, except as expressly excluded elsewhere in the Conditions, all necessary labor, materials, plant, including all scaffolding, ladders, hoists and temporary works to complete his work.</p>	<p>b The Sub-Contractor will be required to obtain any necessary overtime permits from the appropriate authority          c The Sub-Contractor will be required to obtain any necessary overtime permits from the appropriate authority</p>
<p>10 All surplus materials/waste arising from the Sub-Contract Works shall be cleared from the site by the Sub-Contractor regularly during the course of the Sub-Contract Works and in any event at the request of the Contractor and immediately on completion of the Sub-Contract Works. In the event of the Sub-Contractor failing to meet or comply with this condition, the Contractor may undertake to dispose of such materials/waste and set off the cost of carrying out such work against sums which would otherwise be due to the Sub-Contractor.</p>	<p>17a The Contractor shall have the power to give instructions for:</p> <ul style="list-style-type: none"> <li>(i) Any variation to the Sub-Contract Works including</li> <li>(ii) Re-measurement of the Sub-Contract Works.</li> <li>(iii) Carrying out any test or investigation.</li> <li>(iv) The suspension of the Sub-Contract Works or any part thereof.</li> <li>(v) Any change in the intended sequence of the Sub-Contract Works.</li> <li>(vi) The removal and/or re-execution and/or acceptance of any work or materials not in accordance with the Agreement</li> <li>(vii) The exclusion from the site of any person employed thereon.</li> </ul>
<p>11 The Sub-Contractor shall indemnify and save from harm the Contractor against from all claims, causes of action, costs, damages, loss and expense whatsoever in respect of:</p>	<p>b Variations in respect of the Subcontract work shall not be carried out without a written instruction from the Contractor, and the onus is upon the Sub-Contractor to obtain such instruction.</p>
<p>a personal injury or death of any person or injury to any property (including the Main Contract Works) real or personal arising out of or in the course of or relation to or by reason of the execution of the Sub-Contract Works by the Sub-Contractor including any consequence arising from the design of the Sub-Contract Works undertaken by the Sub-Contractor (and including but not restricted to the use of any plant, equipment or facilities whether in connection with such execution or otherwise) and</p> <p>b any negligence or breach of duty on the part of the Sub-Contractor, its Sub-Contractors, its or their servants or agents; and</p> <p>c any breach or non-performance or non-observance by the Sub-Contractor, its Sub-Contractors, its or their servants or agents in the provisions of this Order;</p> <p>Save to the extent that such claims, causes of action, costs, damages, loss and/or expense are occasioned by any act or negligence or default of the Contractor.</p>	<p>Sub-Contractor's Daywork Sheets for Daywork Charges will only be considered where they have been presented to the Contractor, within a period of not less than 3 days of the period stated on the Conditions of the Main Contract. And have been signed by the Contractor's authorised representative as being a correct record.</p> <p>Such signature will not necessarily entitle the Subcontractor to payment as Dayworks.</p> <p>No instruction shall vitiate this Sub-Contract but the Sub-Contractor shall advise the Contractor in writing of all works involving an addition to the Sub-Contract Works within 7 days of such addition becoming apparent and at the same time submitting detailed and priced calculations based upon the Sub-Contract price showing such price adjustment if any. Additions to the Sub-Contract Works cannot be undertaken by the Sub-Contractor nor shall he receive payment for such additions without written authority from the Contractor. Where additions cannot be valued by reference to the Sub-Contract price, the Sub-Contractor shall be paid such reasonable amounts as ascertained by the Contractor.</p>
<p>12a The Sub-Contractor shall have and maintain adequate "Employers Liability", "Public Liability", "Contractors All Risks" and (where appropriate) "Professional Indemnity" Insurance in relation to all such risks arising out of or in relation to this Order for such amounts as may be detailed in this Order and produce on demand the policies of such insurance. In the event that the Sub-Contractor shall fail to effect such insurances the Contractor shall be at liberty to insure on behalf of the Sub-Contractor and to deduct the premium so paid from any monies due to the Sub-Contractor or to recover the premium from the Sub-Contractor as a debt.</p>	<p>18 The Contractor may without prejudice to any other of its rights or remedies summarily determine the Sub-Contract's employment under this Sub-Contract in respect of the whole or any portion of the Sub-Contract Works if the Sub-Contractor.</p>
<p>b In the event that the Sub-Contractor should make a claim against the Contractor, which claim insured risk under an Insurance policy of the Contractor then in the event that the Contractor is liable in respect of any such claim the extent of the Contractor's liability will be limited to the amount recovered by the Contractor from its insurers. The Contractor will have no obligation to make payments to the Sub-Contractor in respect of any such claim unless and until the Contractor has received payment from the Insurer.</p> <p>c The Sub-Contractor shall comply with the Contractor's requirements on matters affecting the safe conduct of work on the Site and shall also comply with the Contractor's Safety Policy, a copy of which is available for inspection and shall also comply with all the statutes, statutory instruments, bye-laws and regulations affecting the Sub-Contract Works and the carrying out thereof.</p>	<p>(i) Fails within seven days from the date of dispatch by registered or recorded delivery post of a notice in writing from the Contractor to proceed diligently with the Sub-Contract Works to the reasonable satisfaction of the Contractor and at all times in such a manner as will not, in the opinion of the Contractor, prejudice the completion of the whole or any portion of the Main Contract Works.</p> <p>(ii) Fails within seven days from the date of dispatch by registered or recorded delivery post of a notice in writing from the Contractor to commence remedial work to any defective workmanship and/or materials or fails to proceed with the same with due diligence or to complete such remedial work to the satisfaction of the Contractor, the Architect or Engineer within such period as the contractor may specify in the said notice of if none is so specified within a reasonable time.</p>
<p>13 Whenever the Contractor is required by the terms of the Main Contract to give any return, account, valuation, estimate, request for payment, drawings, calculations, documents or notice, the Sub-Contractor shall return in relation to the Sub-Contract Works give such documents or information in writing to the Contractor as will enable the Contractor to comply with such terms of the Main Contract and shall do so in sufficient time to enable the Contractor to comply with such terms punctually, if by reason of any negligence or breach of the Sub-Contractor of the provisions of this Sub-Contract the Contractor is prevented or delayed (whether wholly or partly) from recovering any sum under the Main Contract, then without prejudice to any other remedy of the Contractor for such negligence or breach the Contractor may deduct such sum, or in the case of delay interest thereon for the period of delay at the rate from time to time prescribed to be carried by Judgments in the Queen's Bench Division of the High Court of Justice, from monies otherwise due to the Sub-Contractor under this Sub-Contract but only to the extent that such prevention or delay is caused by the negligence or breach of the Sub-Contractor.</p>	<p>(iii) Fails within seven days from the date of dispatch by registered or recorded delivery post of a notice in writing from the Contractor to comply with any of the obligations on the part of the Sub-Contractor herein contained.</p> <p>(iv) Fails within three days from the date of dispatch by registered or recorded delivery of a notice in writing from the Contractor to withdraw any of his employees to whom the Contractor objects or whose presence on the Sub-Contracts Works may contravene the conditions of this Sub-Contract or the Main Contract, or may cause labour disputes in the Sub-Contractor's or any other trade, and to replace such employees immediately by others against whom there is no such objection.</p> <p>(v) Repeats at any time any of the defaults noted in Sub-Clauses 18 (a) (i)-(iv) above (whether previously repeated or not).</p> <p>(vi) Becomes bankrupt or makes any composition or arrangement with its creditors or has a winding-up order passed or made whether voluntary or compulsory save for the purpose of amalgamation or restructuring) or has a Liquidator or reliver or administrator of its business appointed.</p>
<p>14a The risk in all goods and materials to be incorporated in the Sub-Contract Works and in all plant, tools and equipment for use in connection with the Sub-Contract Works, including but not limited to the risk in any and all liabilities to third parties and employees and damage and loss howsoever caused, shall remain with the Sub-Contractor which shall at its own cost, maintain insurance of its goods and materials until Practical Completion of the Main Contract Works.</p>	<p>(vii) Fails to complete and reliver up the whole or any portion of the Sub-Contract Works by the completion date or dates specified or by such amended completion date or dates as may be authorised by the Contractor.</p>
<p>b Notwithstanding clause 14 (a) hereof, all goods, materials and temporary works shall become the property of the Contractor for the Sub-Contract Works and in any event upon delivery to the site and whether payment therefore has at that time been made by the Contractor in whole or in part or not at all.</p>	<p>b Notice of determination of the Sub-Contractors employment shall be given in writing by the Contractor and shall be delivered by registered or recorded delivery post.</p>
<p>c The property in any plant tools and equipment for use in connection with the Sub-Contract Works shall pass from the Sub-Contractor to the Contractor immediately upon delivery to the site and shall re-pass from the Contractor to the Sub-Contractor upon completion of the whole of the Sub-Contract Works.</p>	<p>c Upon determination the Sub-Contractor shall not be entitled to compensation and shall not remove any of its equipment, materials or property on the Site and, notwithstanding anything contained in these conditions, shall be entitled to no further payment until completion of the Sub-Contract Works by the Contractor or by others, whereupon the Sub-Contractor to set off all losses, expenses and damages suffered or which may be suffered by the Contractor by reason of such determination and subject further to any other right to set off which the Contractor may have. For the purposes of such completion the Contractor shall have the free use of the Sub-Contractor's equipment, materials and property on the Site without responsibility to the Sub-Contractor for fair wear and tear thereof and any materials or fabricated work lying at the Sub-Contractor's works or workshop which have been brought or fabricated for the purposes of this Sub-Contract.</p>
<p>d The Sub-Contractor shall not remove from site any plant tools, equipment materials, temporary work or things provided by the Sub-Contractor in connection with the Sub-Contract Works prior to the completion of the Sub-Contract Works.</p>	<p>d In the event that the Main Contract between the Contractor and the Employer is determined for whatsoever reason then the employment of the Sub-Contractor shall be treated as determined from the same date that the Main Contract was determined without any requirement for Notice to be given in accordance with the terms of Clause 18 (c) hereof.</p>
<p>15a The Sub-Contractor shall submit written applications for payment to the Contractor all in good time to meet the date or dates of periodic valuation as indicated on the face of this Order.</p>	<p>19 The Sub-Contractor warrants to the Contractor that it shall not terminate or treat as terminated its employment under the Sub-Contract, or discontinue its progress of the work on site by removing its labour resources without first giving to the Contractor not less than 14 days prior notice of the Sub-Contractor's intention to do so, specifying the grounds for so doing.</p>
<p>b Applications for payment shall be accompanied by full details, so as to enable the Contractor properly to assess and value the application.</p> <p>The Contractor will not be responsible for any extra to the account unless such charges are accepted by the Architect and/or Contract Administrator.</p>	<p>20 If stated on the face of this Order, the Sub-Contractor shall, prior to the Commencement Date or at such time and with such person as the Contractor may stipulate, enter into an agreement with the Employer or other interested party substantially in the form of the Sub-Contractor Form of Warranty annexed hereto.</p>
<p>c Interim payments will be subject to the deduction of retention and any discounts as stated within the Sub-Contract. One half of the retention will be released at Practical Completion of the Main Contract Works with the remainder being released on issue of the Certificate of Making Good of Defects under the Main Contract.</p>	<p>21 Any dispute or difference between the Contractor and Sub-Contractor in respect of this Sub-Contract shall be referred to Arbitration, such Arbitrator to be appointed in accordance with the provisions of the Main Contract, except that the issue shall not be pursued until after the completion or abandonment of the Main Contract. If the Arbitrator shall make any decision or award under the Main Contract quoting the Sub-Contract works, such decision or award shall be binding upon the Sub-Contractor to the same extent that it is binding upon the Contractor.</p>
<p>d All interim payments shall be on account and these shall not be held to signify approval by the Contractor and/or the Architect or the Engineer of the whole or any part of the Sub-Contract Works executed nor shall any final payment prejudice any claim the Contractor may have in respect of any defects in the Sub-Contract Works whenever such defects may appear.</p>	<p>22 In the event of a dispute being referred to adjudication the referring party warrants to meet all resulting costs including those of the other party.</p> <p>23 In any such arbitration proceedings as provided for herein any decision, opinion, certificate or award of the Architect, Engineer, client's representatives or Arbitrator appointed under or pursuant to the Main Contract which is final and binding on the Contractor under the terms of the Main Contract shall also be final and binding between the Contractor and the Sub-Contractor.</p> <p>24 The Sub-Contract shall be governed by and construed in accordance with English Law.</p>