

TERMS & CONDITIONS.

1. GENERAL

Any tenders or quotations and any supply of goods and services made by EESI Limited ('the Company') to any person, persons or body corporate ('the Customer') incorporates these terms and conditions. Acceptance of any tender includes the acceptance of the following Terms and Conditions. Any terms and conditions proposed by the Customer are excluded.

2. PERIOD OF TENDER

- 2.1 Tenders shall remain open for acceptance for a period of 30 days from the date of despatch to the customer unless previously withdrawn. Thereafter, a Tender is subject to confirmation or adjustment.
- 2.2 Acceptance of a tender must be communicated to the Company and on such communication, or if no communication is received, on the commencement of work by the Company on behalf of the Customer, ('the Contract') shall be created between the Company and the Customer.

3. BASIS OF TENDER

All Tenders shall be made on the basis of the following all of which apply:

- 3.1 All increases or decreases in labour and/or material costs and charges arising after the date of the Tender may be recovered from or allowed to the customer as the case may be unless such Tender expressly excludes this condition.
- 3.2 The Tender is based on the work being carried out during normal working hours, Monday to Friday, and access will be granted at all reasonable times. Extra costs due to overtime working at the Customer's instruction will be added to the Tender.
- 3.3 The Tender will also be subject to revision should the continuity of the progress of the work be interrupted due to any cause outside the Company's control.
- 3.4 The cost of variations or additional work shall be charged on a time and material basis unless the subject of a separate quotation accepted by the Customer.
- 3.5 The laying of cables and conduit runs is by the shortest practicable routes.
- 3.6 The Cost of any work to be carried out by other Trades, any Statutory fees, or charges for work done by the Supply Authority or Local Authority is not included.
- 3.7 Whilst reasonable care will be taken, the Tender does not include for incidental redecoration or other works consequent upon the proper execution of the work.

4. TERMS OF PAYMENT

- 4.1 The Company at their discretion reserve the right to satisfy themselves as to the Customer's credit worthiness and where this is deemed necessary the acceptance of the Tender by the Customer shall not constitute or create the Contract until the Company have satisfied themselves.
- 4.2 Payment in full shall be due and payable on completion of the work and shall be made within 30 days of the date of the invoice unless alternative payment terms are specified in the Tender.
- 4.3 Where the period of the contract is in excess of 4 weeks, invoices will be submitted every calendar month for the total value of work executed to that date since either the commencement of the Contract or the date of the last invoice (whichever applicable) and all shall be immediately due and payable and shall be paid within 30 days of their date.
- 4.4 Failure by the Customer to make any payment as aforesaid shall entitle the Company to suspend work until the payment has been made and any expense of the Company occasioned by the stoppage and subsequent resumption of works shall be charged for as an extra to the Tender.
- 4.5 The Company reserves the right to charge interest on all monies remaining unpaid after 30 days at the rate of 2% per calendar month accruing on a daily basis until payment is received.
- 4.6 The property in the works shall remain vested in the Company until all invoices have been paid.
- 4.7 All risk to the works carried out by the Company and the goods supplied by the Company to the Customer shall be borne by the Customer from the date of their execution or supply.
- 4.8 If any tax or duty including Value Added Tax is imposed to which any goods or services supplied as a result of the contract are or will be subject, then in respect of such goods or services the sum payable to the Company may be increased to allow the Company to charge or recover any amount chargeable paid or payable by the Company by virtue of such tax or duty.

5. COMPLETION

The Company shall endeavour to carry out the Contract within the period stipulated in the Tender or if no period is stipulated, within reasonable time, but the Company shall not be held responsible for any loss or damage arising out of delay due to causes beyond the Company's control.

6. CONSEQUENTIAL LOSS OR DAMAGE

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 to materials supplied by the Company. The Company undertakes to repair or, if necessary, replace free of charge any material or work found to be defective if the defect is faulty workmanship by the Company, its servants or agents and such defect is brought to the Company's attention within 12 months of the completion of the work, provided nevertheless that:

- 6.1 The Company accepts no responsibility for any drawing, design or specification not prepared by the Company.
- 6.2 The Company's responsibility to the customer is limited to the fulfilment of the Contract in a proper and workmanlike manner and the Company shall not be liable for any consequential loss or damage arising out of the execution of the contract, unless due to the negligence of the Company, its servants, or its agents.
- 6.3 The Company shall not be liable for any wear and tear, loss or damage, direct or indirect, nor for any extra work entailed due to the apparatus being put into operation by the customer or by the Company, its servants, or its agents at the Customer's request before it is handed over for use by the Customer or its principle.
- 6.4 The repair or replacement of any faulty work or materials shall only be carried out by the Company, its servants, or agents; otherwise the Company's warranties as to repair or replacement shall not apply.
- 6.5 The company will take reasonable care but accepts no liability for damage to furniture or other fixture and fittings which have to be moved by the Company's workmen in order to carry out the works. Without prejudice to this the Company will maintain adequate Public Liability Insurance cover for at least the duration of the Contract.

7. HEALTH AND SAFETY AT WORK, ETC, ACT 1974

- 7.1 The Customer undertakes that it will comply and will procure that its employees, agents, customers and every other person coming on to or working with on or near the place or places where the Contract is being carried out complies in full with normal and reasonable safety practice including that laid down by statute or common law.
- 7.2 In the event of the Customer failing to comply with the provisions of Clause 7.1 the Company shall be entitled to suspend the carrying out of the performance of the Contract immediately until such time as the Customer shall comply with the provisions of Clause 7.1. The Company shall not be held in breach of contract nor be liable for any loss or damage suffered by the Customer whatsoever and the Buyer shall continue to meet in full all invoices delivered up to and including the date of stoppage.

8. CONSENTS

- 8.1 The Customer undertakes to obtain grant and maintain all necessary consents authorities and planning permissions prior to commencement of the proposed works.
- 8.2 The Customer hereby grants a licence to the Company to enter onto the place or places where the Contract is to be carried out.

9. CUSTOMER'S ITEMS

Subject to express agreement between the Company and the Customer, goods or services may be supplied by or on behalf of the Customer for the Contract, which shall be of suitable quality and shall be provided free of charge in sufficient quantities and at the times required by the Company. Any defect in the goods or services provided by the Customer shall not entitle the Customer to rescind the contract, reject the goods or services supplied by the Company, make deductions from the contract price or claim damages in respect of such defect or any resulting defect in the goods and services supplied by the Company and the Customer shall indemnify and keep indemnified the Company against all actions, demands, proceedings, losses, costs or disbursements either arising out of the Customer's failure to permit the Company access to the place or places of performance of the Contract on the specified date or arising from the supply of defective goods or services by or on behalf of the Customer or arising from any delay in supplying or completing the same satisfactory to the Company in every respect.

10. CANCELLATION

The Customer may not cancel the Contract without prior written consent of the Company.

11. TERMINATION

If the Customer commits any breach of the terms and conditions of the Contract or suffers distress or execution or becomes insolvent or commits an act of bankruptcy or enters into any arrangement or composition with its creditors or goes into liquidation (other than solely for amalgamation or reconstruction while solvent) or if an administrative receiver or a receiver is appointed over any part of the Customer's business, the Company may without prejudice to any rights which may have accrued or which may accrue to it terminate the Contract summarily by notice in writing, stop any goods in transit, and/or works in progress; and repossess any Goods for which the Customer has not paid in accordance with clause 4.

12. LAW AND JURISDICTION

These terms and conditions and any Tender or Contract to which they apply shall be construed in accordance with English Law and shall be subject to the jurisdiction of the English Courts.