

STANDARD TERMS AND CONDITIONS FOR – ABBOTT CONTRACTORS LTD

1. DEFINITIONS

In this document the following words shall have the following meanings:

- 1.1. "Customer" means any person or company who purchases Services from the Supplier;
- 1.2. "Proposal" means a statement of work, quotation or other similar document describing the Services to be provided by the Supplier;
- 1.3. "Services" means the services specified in the Proposal;
- 1.4. "Supplier" means Abbott Contractors Ltd of Trading Address, with registered office at the same address,
- 1.5. "Terms and Conditions" means the terms and conditions of supply set out in this document and any special terms and conditions agreed in writing by the Supplier.

2. GENERAL

- 2.1. These Terms and Conditions shall apply to all contracts for the supply of Services by the Supplier to the Customer and shall prevail over any other documentation or communication from the Customer.
- 2.2. Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by the Supplier.
- 2.3. Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Supplier may be entitled in relation to the Services, by virtue of any statute, law or regulation.
- 2.4. Nothing in these Terms and Conditions shall affect the Customer's statutory rights as a Consumer.

3. THE ORDER

- 3.1. The Proposal attached to these Terms and Conditions shall remain valid for a period of 30 days. The Customer shall be deemed to have accepted the Proposal by placing an order with the Supplier ("the Order") within the period specified in Clause 3.1.
- 3.2. All Orders for Services shall be deemed to be acceptance of the Proposal pursuant to these Terms and Conditions.

4. PRICE AND PAYMENT

- 4.1. The price for the Goods and Services is as specified in the Proposal and is inclusive of VAT and any applicable charges outlined in the Proposal.
- 4.2. Payment of the price shall be in the manner specified in the Proposal.
- 4.3. If the Customer fails to make any payment within the agreed payment terms of it becoming due then legal action may be taken if not resolved.

5. DELIVERY OF SERVICES

- 5.1. The date of delivery specified by the Supplier is an estimate only. Time for delivery of the proposal shall not be of the essence of the contract and the Supplier shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Services.
- 5.2. All risk in the performance of the Services shall pass to the Customer upon completion of the work specified in the Proposal.
- 5.3. Any Services specified in the Proposal that operate for a period of time will be provided for a maximum period of 12 months unless a shorter time period is specified on the Proposal.

6. TITLE

Title in any goods, equipment or materials shall not pass to the Customer until the Supplier has been paid in full for the Goods.

7. CUSTOMER'S OBLIGATIONS

To enable the Supplier to perform its obligations the Customer shall:

- 7.1. co-operate with the Supplier;
- 7.2. provide the Supplier with any information reasonably required by the Supplier;
- 7.3. obtain all necessary permissions, licenses and consents which may be required before the commencement of the services, the cost of which shall be the sole responsibility of the Customer, unless otherwise agreed between the parties;
- 7.4. comply with such other requirements as may be set out in the Proposal or otherwise agreed between the parties.

8. SUPPLIER'S OBLIGATIONS

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- 8.1. The Supplier warrants that the Services will at the time of delivery correspond to the description given by the Supplier.
- 8.2. The Supplier shall perform the Services with reasonable skill and care and to a reasonable standard in accordance with recognised standards and to the DrainSafe code of practice.
- 8.3. The Supplier accepts all responsibility for the condition of tools and equipment used in the performance of the Services and shall ensure that any materials supplied shall be free of defects.

9. CANCELLATIONS AND REFUNDS FOR SERVICES ONLY

- 9.1. The Customer may terminate the supply of Services by giving 30 days notice in writing (an email is an acceptable form of writing). After termination any holding deposit will be held until all outstanding usage, irreversible costs borne by the supplier and other charges have been invoiced (usually within 30 days of termination) and paid in full. Any setup fees or Services charge will be retained by the Supplier.
- 9.2. The Supplier may terminate the Services by giving 30 days notice in writing (an email is an acceptable form of writing). After termination any holding deposit will be held until all outstanding usage and other charges have been invoiced (usually within 30 days of termination) and paid in full. Any unused Services charge will be returned to the Customer.
- 9.3. The Supplier reserves the right to terminate the Services without notice or refund if any of these terms have been breached or if it is the Suppliers belief that the Services are being used with fraudulent or criminal intent.

10. LIMITATION OF LIABILITY

- 10.1. Nothing in these Terms and Conditions shall exclude or limit the liability of the Supplier for death or personal injury, however the Supplier shall not be liable for any direct loss or damage suffered by the Customer howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the price for the Services.
- 10.2. The Supplier shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Customer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.
- 10.3. For the avoidance of doubt, time shall not be of the essence and the Supplier shall incur no liability to the Customer in respect of any failure to complete the Services by any agreed completion date.

11. FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

12. SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

13. GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.