Hutchison Construction Services Pty Ltd – Terms & Conditions of Trade

1. 11

- Definitions "Contractor" means Hutchison Construction Services Pty Ltd, 12
- Contractor' means Hutchison Construction Services Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of Hutchison Construction Services Pty Ltd. ... "Client' means the person's ordering the Works as specified in any invoice, document or order, and if there is more than one Client is a reference to each Client jointly and severally. "Works' means all Works' (including consultation, manufacturing 6.5 and/or installation services) or Materials supplied by the Contractor to the Client at the Client's request from time to time (where the context so permits the terms Works' or "Materials' shall be interchangeable for the other). "Price" means the Price payable (plus any GST where applicable) for the Works as agreed between the Contractor and the Client in 6.6 accordance with clause 4 below. "GST means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth). Acceptance 1.3
- 1.4
- 1.5
- **2**. 2.1 2.2
- 2.3
- **3.** 3.1
- of both parties in writing, and sharp both the contract between the Client and the Contractor. Electronic signatures shall be deemed to be accepted by either 6.9 party providing that the parties have compiled with Section 9 of the (a) Electronic signatures shall be deemed to be accepted by either 6.9 party providing that the parties have compiled with Section 9 of the (a) of that Act or any Regulations referred to in that Act. **Charge in Control** Contractor call test than fourteen (14) days (9) Client and/or any dher change in the Client's details (including but 7.1 not limited to, changes in the Client's name, address, contact phone or fax numbers, or business practice). The Client shall be liable for any loss incurred by the Contractor as a result of the Client's failure to comply with bis clause. **Price and Payment** At the Contractor's sche discretion the Price shall be either: as indicated on invoices provided by the Contractor to the Client in respect of Works performed or Materials supplicit, or the Contractor's quoted Price (subject to clause 4.2) which shall be binding upon the Contractor revised that the Client shall be libe thandro 's quoted Price (subject to clause 4.2) which shall be binding upon reserves then (b) to change the client shall accept the Contractor's quotation in writing within seven (7) days. 8.1 He Contractor sevens the n(b) to change the client shall accept the shall be than the client shall be the contractor's quotation in writing within to change.
- 4. 4.1 (a)
- (b)
- (c)
- Contractor's quotation in writing within seven (7) days. The Contractor reserves the right to change the Price: if a variation to the Materials which are to be supplied is requested; 4.2 (a)
- (b)
- (c)
- (d)
- if a variation to the Materials which are to be supplied is requested; or if a variation to the Works originally scheduled (including any applicable plants or specifications) is requested; or where additional Works are required due to the discovery of hidden or unidentflated edificulties (including, but not limited to poor weather conditions, limitations to accessing the site, availability of 9. machinery, safety considerations, perequisite work by a third party 9.1 not being completed, change of design, etc.) which are only discovered on commencement of the Works; or materials, including, but not limited to overseas transactions that may increase as a consequence of variations in foreign currency rates of exchange and/or international freight and insurance 9.2 changes) which are beyond the Contractor's control. Variations will be charged for on the basis of the Contractor's quotation, and will be charged for on the basis of the Contractor's quotation, and will be charged for on the basis of the Contractor's quation submitted by the Contractor within ten (10) working days. Failure to do so will entitle the Contractor to add the cost of the variation to the Price. Payment for all variations must be made in 10.2 duil at the time of their completion. 4.3 full at the time of their completion. At the Contractor's sole discretion a non-refundable deposit may be 10.3
- 4.4 4.5

- required. Time for payment for the Works being of the essence, the Price will the payable by the Client on the date's determined by the 11. Contractor, which may be: on completion of the Works; or by way of progress payments in accordance with the Contractor's specified progress payment schedule. Such progress payment claims may include the reasonable value of authorised variations 11.2 and the value of any Materials delivered to the site but not yet installed; or (d)
- talled; or ty (30) days following the end of the month in which a statement 11.3 sosted to the Client's address or address for notices; a date specified on any invoice or other form as being the date for (a) (e)
- the date specified on any invoice or other form as being the date for (a) payment; or faling any noice to the contrary, the date which is thirty (30) days following the date of any invoice given to the Client by the (b) <u>contractor</u>. (f)
- 4.6
- 4.7
- Tailing any noice to the contrary, the date which is thirty (30) days following the date of any invoice given to the Client by the (b) Contractor. Payment may be made by cash, cheque, bank cheque, electronichr-line banking, credit card (a surcharge may apply per treasation), or by and other method as agreed to between the (c) licent shall not be entitled to set off against, or deduct from the Price, any sums owed or daimed to be owed to the Client by the Contractor nor to withhold payment of any invoice because part of (d) that invoice is in dispute. Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to the Contractor an amount equal to any GST the Contractor must pay for any supply by the Contractor under this or any other contract or an sound equal to any GST the Contractor must pay for any supply by the Contractor under this or any other contract or the she has as the Client pays the Price. In addition, the Client must pay any other taxes and duites fa.2 it is the Contractor's responsibility to ensure that the Works start as soon as it is reasonably possible. The Works start as soon as it is reasonably possible. Client written notice) where completion is delayed by an event the Contractor contractor. Include guilt not limited to any fallore by the Client to: make a sielection, or have the site ready for the Works; or notify the Contractor's ready 48
- **5.** 5.1 5.2
- (a) (b) (c) 5.3
- 5.4
- Tailize by the Client to: Centrol, including during the termined to dury make a selection, or make a selection, or (i) make the sile cready for the Works; or norify the Contractor is the site is ready. At the Contractor sole discretion, the cost of providing the Works is the contractor may deliver the Works by separate instalments. Each separate instalments that be invoced and paid in accordance with the provisions in these terms and conditions. Any time specified by the Contractor for delivery of the Works is a estimate only and the Contractor for delivery of the Works is a mestimate only and the Contractor for delivery of the Works is a mestimate only and the Contractor for delivery of the Works is a arranged between both parties. In the event that the Contractor is unable to supplied at the time and place as was arranged between both parties. In the event that the Contractor is an action of the Client, then the Contractor shall be entitled to charge (a) a reasonable fee for re-supplying the Works at later time and date, and/or for storage of the Materials. 5.5
- 6. 6.1
- and/or for storage of the Materials. **Risk** If the Contractor retains ownership of the Materials under dause 11 then where the Contractor is supplying Materials, all risk for the Materials shall immediately pass to the Client on delivery, Delivery of the Materials shall be deemed to have taken place immediately at the lime that either. The Contractor is supplying Materials on or before delivery, Delivery of the Materials at the Contractor is delivery. Delivery of the Materials are delivered by the Contractor or the Contractor's nominated carrier to the Client's nominated delivery address (even if the Client is not present at the address). Notwithstanding the provisions of clause 6.1 if the Client specifically (c) (a)
- (b)
- The Client is of present at the address). Any statustication of the client is not present at the address). Notwithstanding the provisions of clause 6 1 if the Client specifically (c) requests the Contractor to leave Material statustication that the Contractor of leave the Materials and the Contractor of leave the Materials and the contractor of the statustication of the statustication of the statustication of the contractor of the statustication of the statu 6.2
- 6.3 12.4 12.5 12.6
- information. The Client warrants that any structures to which the Materials are to be affixed are able to withstand the installation of the Materials and are of suitable capacity to handle the Materials once installed. If for 6.4

any reason (including the discovery of asbestos) that the Contractor, or employees of the Contractor, reasonably form the opinion that the Client's premises is not each for the 12.7 or employees of the Contractor, teasonably from the opinion that the Client's premises is not safe for the installation of Materials to proceed then the Contractor shall be entitled to delay installation of 12.8 the Materials (in accordance with the provisions of clause 5.2 above) until the Contractor is satisfied that it is safe for the 12.9 installation to proceed. The Client acknowledges that Materials supplied may exhibit variations in shade, colour, texture, surface and finish, and may effort to match batches of product supplied in order to minimise such variations but shall not be liable in any way whatsoever where such variations courd.

error to match batches of product supplied in order to minimise 1.3. stativ arraitors occut. The Contractor but shall not be liable in any way whatsoever where such variations occut. The Contractor barks (including, but not limited to, painted or pre-cainted surfaces) that is caused by any other tradesmen. The Contractor shall not be liable whatsoever for any loss or damage to the Works (including, but not limited to, plaster surfaces) that is caused by any other tradesmen. Where the Client Asswoppied goods for the Contractor to complete the Works (including, but not limited to, plaster surfaces) that is caused by any other tradesmen. Where the Client asswoppied goods for the Contractor to complete the Works (for any part thereof), howsoever arising from the use of goods suppled by the Client. The Client acknowledges that Materials suppled may: Tade or change colour over time; and expand, contract or datort as a result of exposure to heat, cold, weather; and desting the tradest suppled of the consult of exposure to the tot, colour that the supplet of purpose that Materials suppled may: Tade or change colour over time; and expand, contract or datort as a result of exposure to heat, cold, that the tot the tot of the tot of

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expand, contract or distort as a result of exposure to heat, cold, weather; and be damaged or disfigured by impact or scratching. Client's Responsibilities It is the intention of the Colent on a greed by the Client that it is the responsibility of the Client to provide ratio that are person provide ratio of the client to the screected contractor Continon it is deemed necessary. It is also agreed that all scaffolding perced will comply with industry safety standards and that any person recting the scaffolding shall be suitably qualified to ensure its safe and proper erection and where necessary shall hold a current certificate of completency and/or be fully locensed. The Client agrees to remove any furniture, furnishings or personal goods from the vionity of the Works and agrees that the Contractor shall not be liable for any damage caused to those items through the Client sprease to rany damage caused to those items through the Client stance tachnowledges that all descriptive specifications, The Client acknowledges that all descriptive specifications, 14.2

14.3

the Client's failure to comply with this clause. If the Client's failure to comply with this clause. If the Client's failure to comply with this clause. If the Client's failure to comply with the client's fail descriptive specifications. If the Client's darking the client's fail sheets, price lists or advertising material, are approximate only and are given by way of identification only. The Client shell not be entitled to rely on such information, and does not form part of the contract, unless expressly stated as such in writing by the Contractor. Access The Client shall not be lable for any loss or damage to 14.7 the site (including, without limitation, damage to pathways, drivways and concreted or paved or grassed areas) unless usual to the negligence of the Contractor. It is the responsibility of the Client to ensure that access is suitable to accept the weight of laden trucks. Iffing, or unloading equipment as may be demet on the Contractor. If the Site, regulators and bylens of government, local and other public authorities that may be required for the Works. The Client shall obtain (a the expense of the Client) all conses and (b) approvals that may be required for the Works.

The Client shall obtain (at the expense of the Client) all licenses and (b) approvals that may be required for the Works. The Client agrees that the site will comply with any work health and (c) stafety (WHS) have relating to building/constructions sites and any 14.9 other relevant safety standards or legislation. The Client agrees that the Client agree that ownership of the Materials (c) shall not nass until:

all not pass until: © Client has paid the Contractor all amounts owing to the priractor; and

(d) Contractor: and '(d) the Client has well all of its other obligations to the Contractor: Receipt by the Contractor of any form of payment other than cash 14.10 shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised. It is further argored that until ownership of the Materials passes to (a) the Client in accordance with clause 11.1; He Client is only a baile of the Materials and unless the Materials have become fixtures must return the Materials to the Contractor on (c) renued

request. the Client holds the benefit of the Client's insurance of the Materials on trust for the Contractor and must pay to the Contractor the proceeds of any insurance in the event of the Materials being lost, discussed and external (d) (e) damaged or destroyed. the production of these terms and conditions by the Contractor shall

the production of these terms and conditions by the Contractor shall be sufficient evidence of the Contractor's rights to receive the (f) insurance proceeds direct from the insurer without the need for any 14.11 person dealing with the Contractor's rights to receive the the Client must not sell dispose, or otherwise part with possession of the Materials other than in the ordinary course of business and 5. for market value. If the Client sells, disposes or parts with 15.1 possession of the Materials then the Client must hold the proceeds of any such do In usit for the Contractor and must pay or deliver the Client should not convert or process the Materials or intermix there with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of the Contractor and must sell, dispose of or return the resulting product to the Contractor at its otheres.

must sell, dapose of or return me resuming product to me. Comractor 15.2 as its of directs, unless the Materials have become futures the Client irrevocably admission their onthractor to enter any promises where the admission their Alterials are kept and recover possession 16. of the Materials.

of the Materials are kept and recover possession the Contractor may recover possession of any Materials in transit whether or not delivery has occurred. The Clent shall not charge or grant an encumbrance over the Materials while they remain the property of the Contractor. The Contractor may commence proceedings to recover the Price of the Materials while they remain the property of the Contractor. The Contractor may commence proceedings to recover the Price of the Materials while solid notwithstanding that ownership of the Materials has not passed to the Client. **Personal Property Securities Act 2009 ("PPSA")** In this clause financing statement, financing change statement, socurity agreement, and security interest has the meaning given to it by the PPSA. 16.2

tement, niven to 16.3

It by the PPSA. The second protects has no meaning given to 16.3 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Materials and/or collateral (account) – being a monetary obligation of the Client to the Contractor for Works – that have previously been supplied and that will be 16.4 supplied in the future by the Contractor to the Client.

supplied in the tuture by the Contractor to the Cleft. The Client undertakes to: promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Contractor may reasonably require to: (a) (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register; (b) (in gister any other document required to be registered by the PPSA; or (c) (ii) correct a defert in a statement informatic is at a security interest.

(ii) register any other uccument occurses to the pPSA (or pPSA) or protect a defect in a statement referred to in clause 12.3(a)(i) or 12.3(a)(ii), indemnify, and upon demand reimburse, the Contractor for all (d) expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Materials charged 17. 17.1

thereby: not register a financing change statement in respect of a security interest without the prior written consent of the Contractor; not register, or permit to be registered, a financing statement or a financing change statement in relation to the Materials and/or collateral (account) in favour of a third party without the prior written consent of the Contractor;

consent of the Contractor. immediately advise the Contractor of any material change in its 17.2 business practices of selling the Materials which would result in a change in the nature of proceeds derived from such sales. The Contractor and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.

these terms and conditions. The Client hereby waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA. The Client waives its rights as a grantor and/or a debtor under 17.3 sections 142 and 143 of the PPSA.

Cancellation of orders for products made to the Client's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed

Privacy Act 1988 The Client agrees for the Contractor to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B. occupation, previous credit applications, credit history) about the Client in relation to credit provided by the Contractor. The Client agrees that the Contractor may exchange information about the Client with those credit providers and with related body corporates for the following purposes: to assess an application by the Client, and/or to exchange information where the Client and/or to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers and/or

providers; and/or to assess the creditworthiness of the Client including the Client's

enabling the collection of amounts outstanding in relation to the Works. The Contractor may give information about the Client to a CRB for the following purposes: to obtain a consumer credit neport; allow the CRB to create or maintain a credit information file about the Client including credit history. The information given to the CRB may include: personal information as outlined in 18.1 above; name of the credit provider and that the Contractor is a current credit provider to the Client; whether the credit provider is a licensee; type of consumer credit; credit (e.g. date of commencement/termination of the credit account and the amount refuested):

becais concerning the client's approximation for beau of continences readit (e.g. date d commencement/termination of the credit account advices and contractions advices and contractions advices and contractions which are overrule by more than situ; (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts and the Contractor has been paid or otherwise discharged and all details surrounding that discharge(e.g. dates of payments); information that, in the opinion of the Contractor, the Client has committed a serious credit infingement; advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150). The Client shall have the right to request (by e-mail) from the Contractor: a copy of the information about the Client retained by the Contractor and the right to request that the Client accound and y incorrect

and the right to request that the Contractor correct any incorrect information; and that the Contractor does not disclose any personal information about the Client for the purpose of direct marketing. The Contractor will destroy personal information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this contract or is required to be maintained and/or stored in accordance with the law.

maintained and/or stored in accordance with the law. The Client can make a privacy compliant by contacting the Contractor via e-mail. The Contractor will respond to that compliant within seven (7) days of receipt and will take all reasonable steps to make a decision as to the compliant within thirty (30) days of receipt of the compliant. In the event that the Client is not satisfied with the resolution provided, the Client can make a compliant to the Information Commissioner al www.odc.gov.au. If a dispute arises between the parties to this contract then either more than all on the other marks a notice of idenue in without the other than the neither the steps to this contract then either

Dispute Resolution If a dispute arises between the parties to this contract then either party shall send to the other party a notice of dispute in writing adequately identifying and providing details of the dispute. Within fourteen (14) days after service of a notice of dispute, the parties shall confer et least once, to attermut to resolve the dispute. At any such conference each party shall be represented by a person writing dispute the party shall be represented by a person built during to earth to be resolved of the adaption of the thermal notified the such as the arbitration. Any arbitration shall be: referred to a single arbitrator to be nominated by the President of the Institute of Arbitrators Australia; and conducted in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitration. Payments Act 1999

Building and Construction Industry Security of Payments Act 1999 At the Contractor's sole discretion, if there are any disputes or claims for unpaid Materials and/or Works then the provisions of the Building and Construction Industry Security of Payments Act 1999 may apply. Nothing in this contract is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Security of Payments Act 1999 of New South Wales, except to the extent permitted by the Act where applicable. Service of Notices Any written notice given under this contract shall be deemed to

out of any applicable provisions of the suitiding and construction industry Security of Payments Act 1999 of New South Wales, except to the extent permitted by the Act where applicable. May written horotes given under this contract shall be deemed to have been given and received: by handing the notice to the other party, an person: by leaving it at the address of the other party as stated in this contract (if any), on receipt of confirmation of the transmission; if sent by facsimile transmission to the fax number of the other party as stated in this contract (if any), on receipt of confirmation of the transmission; as table in this contract (if any), on receipt of confirmation of the transmission; if sent by email to the other party sats theorem the other party course of post, the notice would have been delivered. **Ceneral** The failure by either party to afrace any provision of these tarts and confirms shall not be traderes a waiver of the provision nor stroken in the other party sats known email address. Any notce that is posted shall be deemed to have been served, unless the contray is shown, at the time when by the ordinary course of post, the notice would have been delivered. **Ceneral** The failure by either party to afrace any provision of these tarts and conditions shall not be treated as a waiver of the provision nor stroken if any provision of these tarts and conditions shall be and croceability of the remaining provisions shall not be affected, preduced or impaired. These tarts and conditions consequential loss and/or expense (including loss of profit) suffered by the Client stroken (assign on licence without the weight be consent. Subject to be client for any indirect and/or dihese tarts and conditions (atternatively the Contractor shall be under no itality whatsoever to the Client for any indirect and/or dihese thres and conditions (atternatively the Contractor shall be under no itality and ordification may leave and or his consent. The Contractor may elect to subcortract out any part of its rights an

understands may use income any of the Contractor's without the authority or use Contractor. The Client agrees that the Contractors without the set samples shall be due to the set of the set of the set of the set of the set with changes of the set of the set of the set of the set further request for the Contractor to provide Works to the Client with the provide works to the Client the set of the set further request for the Contractor to provide Works to the Client within party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party. Both parties warrant that they have the power to enter into this contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this contract creates binding and valid legal obligations on them.

placed. Privacy Act 1988 The Client agrees f

Unless otherwise agreed to in writing by the Contractor, the Client 17.4 waives its right to receive a verification statement in accordance with section 157 of the PPSA. The Client state unconditionally ratify any actions taken by the Contractor under clauses 12.3 links to the contrary (including those 18.1 contained in this clause 12) nothing in these terms and conditions in interface to the PPSA. Security and Charge In consideration of the Contractor agreeing to supply the Materials. 18.2 the Client charges all of its rights, title and interest (whether pint or several) in any land, really or other assets capable of being charged, owned by the Client terms of its obligation under these terms (b) and conditions (including, but not limited to, the payment of any (c)

a (d) 18.3

and condutions (including, but not imited to, the payment of any inoney). The Client indemnifies the Contractor from and against all the Contractor's costs and disbursements including legal costs on a contractor's costs and disbursements including legal costs on a inplicit under this clause hasis incurred in exercising the Contractor's rights under this clause hasis incurred in exercising the Contractor's first clause in revocably appoints the Contractor and each director of the Contractor as the Client's true and lawful attorney to perform al necessary acts to give effect to the provisions of this clause 13 including, but not limited to, signing any document on the Client's behalf. 18.4 behalf. Defects, Warranties and Returns, Competition and Consumer (b) Act 2010 (CCA)

To assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years. The Client consents to the Contractor being given a consumer credit report to collect overdue payment on commercial credit. The Client agrees that personal credit information provided may be used and relianed by the Contractor for the following purposes (and for other agreed purposes or required by): the provision of Works; and/or analysing, verifying and/or checking the Client's credit, payment and/or status in reliation to the provision of Works; and/or processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or enabling the collection of amounts outstanding in relation to the Works.

- Defects, Warranties and Returns, Competition and Consumer (b) Act 2010 (CCA) The Client must inspect all Materials on delivery of the Works on (c) completion) and must within seven (7) days of delivery notify the Contractor in writing of any evident defect/damage, shortage in (d) quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Materials/Works as 18.5 contracts and the seven (7) days of the defect/damage, shortage in (d) untity, or failure to comply with the description or quote. The 50 inspect the Materials or to review the Works provided Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory (a) guarantees under the CCA) may be implied into these terms and (b) conditions (Work-Excluded Guarantees). The Contractor acknowledges that nothing in these terms and (c) Guarantees. (e) Except as expressly set out in these terms and conditions or in
- 14.4
 - Conditions purputs to intolly or exacted to the intermediate of examples. (e) Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Quarantees, the Contractor makes no warranties or other representations under these terms and (f) conditions including but not limited to the quality or suitability of the Materials/Works. The Contractor's liability in respect of these warranties is limited to the fuelar but do y law. If the Client is a consumer within the meaning of the CCA, the Contractor's liability is limited to the extent permitted by section 64A in Schedule 2.

- Contractor's liability is limited to the extent permitted by section b4A of Schedule 2. If the Contractor is required to replace any Materials under this (g) clause or the CCA, but is unable to do so, the Contractor may refund any money the Client has paid for the Materials. (h) the Contractor is required to rectify, re-supply, or pay the cost of re-supplying the Works under this clause or the CCA, but is unable 18.7 to do so, then the Contractor may refund any money the Client has paid for the Works but only to the extent that such refund shall take (a) into account the value of Works and Materials which have been provided to the Client which were not defective. If the Client which were more access which may or warranty cand 18.8 provided to the Client by the Contractor at the Contractor's sale discretion.

discretion; imited to any warranty to which the Contractor is entitled, if the Contractor did not manufacture the Materials; otherwise negated absolutely. Subject to this clause 14, returns will only be accepted provided

18.9

Subject to this clause 14, returns will only be accepted provided that: the Client has complied with the provisions of clause 14.1; and the Contractor has agreed that the Materials are defective; and the Materials are defective; and strength within a reasonable time at the Client's cost (if that cost is not significant); and the Materials are estimated in as close a condition to that in which 19.1 they were delivered as is possible. Notwithstanding clauses 14.1 to 14.9 but subject to the CCA, the Contractor shall not be liable for any defect or damage which may be caused or parity caused by or arise as a result of: the Client failing to proeprimation or store any Materials; the Client onting the Materials for any purpose other than that for which they were designed; the Client continuing to use any Materials after any defect became apparent or should have become apparent to a reasonably rudent (b) the Clientfailing to follow any instructions or guidelines provided by the Clientractor's prior approval; the Client and the Works by the Client or any differed or any differed or any differed or any defect became apparent or should have became apparent or a should have became apparent or a should have became apparent or a should have became to a reasonably rudent (b) the Clientractor's prior approval; the Client and the Materials after any defect became apparent or a should have became apparent or a sh

- Interference with the Works by the Client or any third party without (b) the Contractor sprior approval. (c) The Client failing to follow any instructions or guidelines provided by the Contractor sprior approval. (c) Tair ware and lear, any accident, or act of Godt. (c) Contractor is 20.1 toxinitised ministry of the Contractor is 20.1 toxinitised ministry of the Contractor will only exceeded a return on the conditions imposed by that law. **Intellectual Property**Where the Contractor has designed, drawn, written plans or a 20.2 schedule of Works, or created any products for the Client the Contractor, and shall only be used by the Client at the Contractor, and shall only be used by the Client at the Contractor. The Client agrees that the Contractor is discretion. Under 21. used without the express written approval of the Contractor. The Client agrees that the Contractor is discretion. Under 21. The Client agrees that the Contractor may (b) documents, designs, drawings, plans or products shall act the Contractor. The Client agrees that the Contractor may (b) documents, designs, drawings, plans or products which (c) Default and Consequences of Default Interest on overcue movices shall accue daily from the date when (d) agreements incurred by the Contractor is client shall indimension frees, lead to the client of the Client as created for the Client and ministration frees, lead contactor, and the transaction is subsequently reversed, the Client shall be update a swell as before any udgment fees, lead contractor, and the transaction is subsequently reversed, the Client shall be update the contractor is contract. The Client agreement incurred by the Contractor is contract default fee, and bank dishonour fees). Further to any other rights or remedies the Contractor is contract. The Client approverse is found to be liegal, fractuators, dishonour fees). Further to any other rights or remedies the contract is contract. The Client approverse is found to be liegal fractuaters and the reversed is the contractor is contract.

The Clefin rule sexceeded any applicable denti limit provide by the 22.4 contractor; the Client becomes insolvent or bankrupt, convenes a meeting with 22.5 its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or 22.6 a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client

Cancellation Without prejudice to any other remedies the Contractor may have, if at any time the Client is in breach of any obligation (including those 22.7 relating to payment) under these terms and conditions the Contractor may suspend or terminate the supply of Works to thes Contractor may remean or terminate the supply of Works to the admage the Client suffers because the Contractor has exercised its rights under this clause. The Contractor will not be liable to the Client for any loss or conditions apply or cancel delivery of Works at any time before the Works are commenced by giving written notice to the Client. On 22.9 giving such notice the Contractor shall repay to the Client to the Contractor of Works already performed. The Contractor shall not be liable for any loss or damage whatsever arising from such cancellation.

cancellation. In the event that the Client cancels the delivery of Works the Client shall be liable for any and all loss incurred (whether direct or indirect) by the Contractor as a direct result of the cancellation (including, but not limited to, any loss of profils).

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Please note that a larger print version of these terms and conditions is available from the Contractor on request. © Copyright - EC Credit Control 1999 - 2019 - #35155