

No Limit Construction Limited

Standard Terms & Conditions

1. Order

- a. The entire agreement is made between the Company and the Customer on the terms as set out below. These terms and conditions shall prevail over any terms and conditions in the Customer's Order.
- b. This agreement shall not be cancelled except with the prior written agreement of the company.

2. Price

Prices quoted may be subject to fluctuation in the event of any increase in the cost of labour or increases in the cost of the materials and overheads. The Company reserves the right to alter prices at any time should the conditions render such alteration necessary and the Company will provide notice of any such price increase prior to any further works. Where the charge for the Services is liable to VAT, the Customer shall pay an additional amount equivalent to the amount of VAT at the appropriate rate.

3. Risk

- a. Where the Order provides for supply of good only:
 - i. Risk shall pass to the Customer when the goods leave the premises of the Company (or those of the Company's supplier where delivery is effected direct from the premises of the supplier) for delivery to the Customer notwithstanding that the Company may arrange for delivery and pending disposal the Customer shall keep the goods insured in the amount of the sale price.
 - ii. Title to the goods or any part thereof shall remain vested in the Company until payment in full therefore has been made or until the Company serves written notice on the Customer specifying that the title in the goods or such part thereof has passed whichever shall be the earlier in time and until such payment or written notice the relationship of the parties shall be that of bailor and bailee.
- b. Where the Contract is for supply and installation:
 - i. Risk shall pass to the Customer on the completion of the installations works but title to the goods or any part thereof shall remain vested in the Company until payment in full for goods and installation shall have been made or until the Company serves written notice on the Customer specifying the title in the goods or such part thereof has passed whichever shall be the earlier in time and until such payment or written notice (a) the relationship of the parties shall be that of bailor and bailee and (b) the Customer hereby grants to the Company licence to enter upon the property of the Customer with agents, servants and workmen for the purposes of removing and recovering the goods from the Customer's property and provided the Company shall exercise all reasonable care in the removal and recovery of the said goods the Company shall be under no liability to make good any damage thereby caused.

4. Terms of Payment

- a. Payment shall be made in accordance with Clause 2.
- b. Upon receipt of the notification of the completion of the works the Customer shall either
 - i. Sign a satisfaction note which shall be deemed to be conclusive evidence that the goods are of a quality and the installation has been effected to the standard specified in the contract, or
 - ii. Give notice in writing of any outstanding works to be completed.
- c. Payment may be made by cash, bank transfer or cheque; where payment is made by cheque such cheque must be payable to the Company and payment shall be deemed to have been made once the funds have cleared into the Company bank account.

- d. If a payment plan is set out on the contract and/or prompt and/or regular payment is required throughout the project, and for any reason payment is not made by the Customer on the due/invoice date then the Company may do either of the following without prejudice to any other right or remedy:
 - i. Determine the Contract forthwith by written or oral notice, and/or
 - ii. Void any/all offers and/or discounts whether verbally or contractually agreed, and/or
 - iii. Charge interest on any amount outstanding to the Company at a rate of 8% above that of the bank of England base rate until payment is made
 - e. The Customer shall not be entitled to delay or withhold payment on account of any alleged setoff or counter-claim.
 - f. When the work is liable for VAT we reserve the right to charge VAT whether VAT was included in the quotation and/or estimate or not.
 - g. The Company reserves the right not to execute any order and to remove any materials and/or equipment of the Company if arrangements for payment of the Customer's account are not in the Company's discretion satisfactory to the Company and to suspend the Service to any Customer whose account is overdue for payment or where the Customer is in breach at any of these conditions or where the Company considers that the Service required may place at risk any person, vehicle, equipment or property.
5. Delivery
- Delivery times quoted date from the Company's acceptance of an official order and receipt of full instructions and information from the Customer enabling the Company to affect delivery
- a. Time for delivery is given as accurately as possible but is not guaranteed.
 - b. Save where the parties agree otherwise in writing, time for delivery shall not be on the essence of the Contract and the Customer shall have no rights to damages or to cancel the Order for failure for any reason to meet the delivery times stated.
 - c. The Company endeavours to comply with all reasonable requests by the Customer for postponement of delivery but shall be under no obligation to do so. Where delivery is postponed otherwise than due to default by the Company the Customer shall pay to the Company on the date quoted by the Company for installation the full amount of the Contract price or the balance thereof outstanding.
 - d. In the event of partial completion of the Contract arising otherwise from any act or default of the Company the Company shall be entitled to payment on a quantum meruit basis in respect of all work done by it without prejudice its rights under the Contract.
6. Installation
- a. The Company undertakes to install the goods and to ensure that reasonable care and skill is employed in the execution of the installation. The installation shall commence within a reasonable period of time from the date of the Contract subject to the provision of Clause 7 below.
 - b. The Company may subcontract the whole or any part of the installation works.
 - c. The Customer will permit the Company reasonable access during normal working hours to the place of installation.
 - d. The Customer will comply with all maintenance requirements specified by the Company or any manufacturer.
 - e. If the Customer goes against the best advice of the Company and insists that Services continue during exceptionally inclement weather or anything else beyond the control of the Company then any and all Services performed during such time will be void of any guarantee.
7. Defects
- a. If the Company discovers before installation commences or whilst installation is progressing problems which could not be reasonably foreseen or discovered beforehand and which affect materially the Company's ability to carry out the installation in accordance with the Company's standards at the prices quoted it shall have the right to vary the prices shown on the Order. If on notification of such variation the Customer accepts the variation in writing then the Customer shall be bound to pay them in

substitution for the prices originally shown on the Order and shall otherwise remain fully bound by the terms of the Contract. If the Customer does not accept the revised prices the Company may cancel the Contract forthwith whereupon the Company entitled to make a challenge on a quantum menuit basis for work done and expenses incurred. Save as aforesaid neither party shall be under any further liability to the other to make compensation or other payments so that the Customer shall be entitled to the return without interest of any deposit made.

- b. It is the responsibility of the Customer to ensure (at his own expense) that all approvals or consents are obtained and the Company shall not be responsible for any liability costs of expenses which may arise in the event of the installation being completed without any or all such approvals. The Customer hereby agrees to indemnify the Company against all actions claims and demands arising out of the breach of any such approvals or consents.
 - c. Except where the Company's liability is for death or personal injury as a result of negligence, in no event shall the Company be liable for the following loss or damage howsoever caused, and even if foreseeable or in the contemplation of the parties:
 - i. Economic loss (which shall include loss of profits, business revenue and good will).
 - ii. Damages in respect of special, indirect or consequential loss or damage.
 - iii. Any claim against the Company by any other party.
8. The Company shall be under no liability to the Customer if prevented from carrying out its obligations or any part thereof under the contract by reason of Acts of God, riot, civil commotion, lock outs, strikes, fire, floods, Government Control restrictions or prohibitions or any other cause not being limited to the foregoing beyond its control.
9. Changing circumstances
- a. if it becomes apparent for reasons not disclosed by the Customer or which could not have been foreseen by the Company at the time of entering the contract or commencing the work that the services to be undertaken differ from those originally envisaged, the Company shall notify the Customer accordingly giving particulars as soon as reasonably practicable after the circumstances become apparent and the Company shall be entitled to payment for additional work.
 - b. Should the Company elect to cease the Services in the changed circumstances, the contract shall be deemed to be terminated. Upon such termination the Company shall be entitled to charge for any work carried out up to the time of termination and to be reimbursed for the costs associated with the commitments and liabilities entered into pursuant to the contract and for any materials or other items provided or intended to be provided for the purpose of the contract. The Customer shall pay any additional charges at the Company's usual rate for:
 - i. Any additional costs arising from changes to the agreed service as notified by the Customer.
 - ii. Any delay caused by any act or omission of the Customer.
10. Settlement of Disputes
- If any dispute or difference arises between the Customer and the Company or any matter or thing arising out of or relating to the Contract which cannot be otherwise resolved and mediation is unsuccessful, or the Customer fails to agree to use mediation, and finding a court finds favour in the company for said dispute or difference then the Customer will be liable for all costs of any and all legal action sought by the company for any right or remedy including any and all solicitors costs, court costs and any and all costs accrued by the company including but not limited to labour, materials, travel and expert reports for any and all action sought.
11. Insolvency if the Customer shall become bankrupt or insolvent or compound with creditors or in the event of resolution being passed for or proceedings commenced for the liquidation of the Customer (other than for voluntary winding up for the purposes of reconstruction or amalgamations) or if any Receiver or Manager is appointed to all or any part of its assets or

undertaking the Company shall be entitled to cancel the Contract by notice in writing without prejudice to any right or remedy accrued or accruing to the Company.

12. Consumer Sales

Where the Contract is for the sale of goods to a consumer that is in general a person acquiring the goods otherwise than for the purpose of trade or business the statutory rights or obligations that arise if the goods are defective or are not fit for their purpose or do not correspond with their description shall in no way be affected by these general terms and conditions.

13. General

- a. The Company and the Customer agrees that if any term of this Contract shall be adjudged by a court of competent jurisdiction to be void or unenforceable but would be valid and enforceable if some part or parts thereof were deemed deleted or if it were deemed varied or modified in some way then such provision shall apply with such modification or variation shall be necessary to make it valid and effective
- b. The numbers in these conditions are for ease of reference only and do not form part of them for the purpose of construction.
- c. The Customer is deemed to agree with and accept these terms and conditions upon delivery of any product and/or upon commencement of any service.
- d. No relaxation forbearance delay or indulgence by the Company in enforcing its rights under the Contract or the granting of time by the Company to the Customer shall prejudice affect or restrict the rights and the powers of the Company hereunder nor shall any waiver or any breach of the contract operate as a waiver of any subsequent or any continuing breach thereof.
- e. The Contracts (Rights of Third Parties) Act 1999 is expressly excluded from this Agreement.