

Terms & Conditions - For Carpentry and other Contracting Services

1. DEFINITIONS

In these Terms & Conditions:

“Client” means the person named as the Client in the Quotation

“Contract” means the contract between the Client and the Contractor for the Services comprising the Quotation, these Terms & Conditions and the other documents specified in the Quotation;

"Contract Price" means the price payable by the Client to the Contractor for the Services, as shown in the Quotation (and as varied in accordance with the Contract);

"Quotation" means the Contractor's signed Quotation referring to these Terms & Conditions;

"Services" means the work and services described in the Quotation.

“Site” means the place where the equipment is to be installed and the Services carried out.

2. CONTRACT FORMATION

Acceptance of the Contractor's Quotation by the Client constitutes the Contract for the Contractor to carry out the Services in accordance with these Terms & Conditions.

3. GENERAL OBLIGATIONS OF CONTRACTOR

3.1 The Contractor shall exercise reasonable skill and care in the performance of the Services.

3.2 The Contractor shall give not less than 24 hours notice of the date when the Contractor requires access to the Site.

3.3 The Services to be provided by the Contractor are for labour only unless otherwise agreed in the Contract.

4. GENERAL OBLIGATIONS OF CLIENT

4.1 The Client shall give the Contractor access to the Site as required by the Contractor to enable the Contractor to carry out and complete the Services without interference by the Client or by other suppliers, contractors or sub-contractors of the Client.

4.2 Unless otherwise agreed in the Contract, all materials to be used in the Services shall be supplied by the Client and shall be suitable for the purposes for which they are required.

4.3 The Client shall provide at his expense any facilities reasonably required by the Contractor which will include: (unless clearly stated in the contract)

- Ensuring that materials supplied by the Client for use by the Contractor are delivered in a timely manner to a location on the Site that is easily accessible by the Contractor
- Power supply and lighting for the Contractor and a supply of water
- Adequate dry, secure storage for the Contractor's tools and equipment while on site and for all materials to be used in the Services
- Skips or other waste disposal bins for all waste material

The Client acknowledges that failure to comply with this Clause will entitle the Contractor to charge at his normal hourly rates for all extra time and costs incurred.

4.4 The Client is solely responsible for obtaining any planning permission required for the Services and for any permits and licences needed in the course of the Services unless otherwise agreed in writing by the parties.

5. VARIATIONS

5.1 If the Client wishes to omit or vary any of the Services he must inform the Contractor in writing who shall, as soon as practicable, notify the Client of the estimated cost of the variation and the likely effect on the Contract period and Completion Date.

5.2 Unless the Client withdraws his request for a variation when he receives the Contractor's estimate, the Contract Price will be adjusted in accordance with the Contractor's estimate (or as otherwise agreed between the Client and the Contractor) and an appropriate extension of time for completion of the Services shall be agreed. Variations will be priced at the Contractor's hourly rates unless otherwise agreed.

5.3 If a variation is made orally, either the Contractor or the Client shall confirm it in writing within 3 working days.

5.4 The Contractor shall notify the Client if he encounters any difficulties which he could not have reasonably foreseen when submitting the Quotation and in those circumstances, a fair and reasonable adjustment to the Contract Price and the date for completion will be made. Failure by the Client to comply with any of his obligations set out in Clause 4 that causes extra work or delay for the Contractor will entitle the Contractor to an appropriate extension of time and additional charges.

5.5 The Contractor reserves the right not to comply with any requests for a variation which would increase the value of the Services by more than 25% of the original Contract Price.

6. CONTRACT PRICE & PAYMENT

6.1 The Contract Price is stated in the Quotation and it may be varied in accordance with these Conditions.

6.2 The Client shall pay the Contractor the Contract Price in accordance with the payment terms in the Quotation. Unless otherwise stated in the Quotation, the Contractor shall submit an invoice to the Client on completion of the contract or on a monthly basis for Services carried out for a contract with a duration longer than a month. Each invoice must be paid within 10 working days of the invoice date.

6.3 The Contractor shall be entitled to an advance payment if so specified in the Quotation and the Contractor's invoice for the advance payment shall be paid by the Client before commencement of work on Site by the Contractor.

6.4 If the Client disputes any part of an invoice and wishes to withhold any amount, he must notify the Contractor at least 7 days before the payment date with a statement setting out the amount(s) he proposes to withhold and the reasons. The undisputed parts of an invoice must be paid and any disputed amount will be dealt with under clause 13 (Disputes). Except as stated in this clause, the Client shall not withhold any money or set off any amount against invoices of the Contractor.

6.5 If the Client fails to pay any amount properly invoiced, the Contractor can give 7 days notice to suspend work until the payment is received. Any period of suspension will entitle the Contractor to any additional costs he incurs as well as an extension of time for completion of the Services. If full payment of the outstanding amount is received by the Contractor before expiry of the notice period, the suspension notice will be cancelled.

6.6 Late payment entitles the Contractor to interest at the statutory rate of interest under the Late Payment of Commercial Debts (Interest) Act 1999 from the due date until the date of actual payment.

6.7 Prices are quoted exclusive of TVA which will be added as appropriate and payable by the Client. The Contractor shall issue a valid TVA invoice or receipt for each such amount.

7. PROPERTY AND RISK

7.1 The risk of loss or damage to materials at the Site, except when caused by wilful default of the Contractor, rests with the Client who should insure the risks at his expense.

7.2 Ownership in the Services and any materials supplied by the Contractor shall remain with the Contractor until payment in full of all amounts due from the Client have been received by the Contractor.

8. INSURANCE & LIABILITY

8.1 Unless otherwise stated in the Quotation, the Client shall be responsible for insurance of the Services to their full value (with the Contractor named as co-insured) and for insurance of any building at the Site where the Services are to be performed.

8.2 The Contractor shall take out and maintain the following insurances

- Public Liability Insurance for CHF 10,000,000.
- Employer's Liability Insurance

8.3 Each party shall provide the other upon request during the Contract period evidence that the insurances for which it is responsible are in place.

9. DURATION, HANDOVER & DEFECTS LIABILITY

9.1 The proposed commencement date and completion date are shown in the Quotation. Dates are given by the Contractor in good faith but, unless specified in the Quotation, dates are not guaranteed.

9.2 The Contractor shall notify the Client within 5 working days of becoming aware of any event beyond his control which may prevent or delay completion of the Services. The notice shall specify the cause of the delay, the likely effect on the completion date and the Contractor's proposals for dealing with the matter. The completion date shall then be extended as agreed by the parties or, failing agreement, decided under clause 13. The Contractor acknowledges that he must take reasonable steps to mitigate or reduce any delay.

9.3 The Contractor shall give the Client notice of his intention to hand over the Services and give the Client the opportunity to inspect the Services prior to handover. The Contractor shall then confirm the date of handover to the Client.

9.4 Any defect must be notified promptly and in any event within 7 days of the Client becoming aware of the defect. When the Contractor accepts that the defect is the Contractor's responsibility, the Contractor shall have the option either to repair or replace the defective Services (when this is feasible).

9.6 The Contractor shall be responsible for remedying defects in the Services which appear within 6 months from the date of handover and which are promptly notified to the Contractor by the Client who shall give the Contractor full access to carry out any remedial Services. Defects in design or materials supplied by the Client, and defects attributable to fair wear and tear, accidental damage, or to misuse or failure by the Client to comply with any operating or maintenance manuals shall not be the responsibility of the Contractor.

9.7 The Contractor shall not be liable for any defect in any materials supplied by the Client or any third party.

9.8 Except for his liability to remedy any defect for which he is responsible and which are notified to him within 6 months of the handover date, the Contractor shall have no liability to the Client, in contract or in tort, for any direct, indirect or consequential loss incurred by the Client, including but not limited to loss of use or loss of profit. Moreover, the aggregate liability of the Contractor under the Contract shall not exceed the Contract Price or the amount specified in the Quotation, if less. However, liability for death or injury of individuals due to the Contractor's negligence is unlimited.

9.9 All terms, conditions and warranties implied by law, trade use or otherwise (including but not limited to any warranties as to quality or fitness for purpose) are excluded to the extent permitted by law. The Client acknowledges that the only warranties are those given expressly by the Contractor in these Terms & Conditions.

10. TERMINATION

10.1 The Contractor may give notice to terminate the Contract if the Client fails to make any payment to the Contractor within 30 days of the payment date or commits any other material breach of the Contract.

10.2 The Client may give notice to terminate the Contract if the Contractor commits a material breach and, in the case of a breach capable of remedy, fails to take steps to remedy the breach within 28 days of being requested to do so in writing.

10.3 Either party may terminate the Contract if the other party becomes insolvent or has a receiver, manager or administrative receiver or liquidator appointed.

10.4 Termination shall not affect the accrued rights and liabilities of the parties at the termination date.

11. INTELLECTUAL PROPERTY

All copyright and other intellectual property rights in designs and documents prepared by the Contractor shall remain the sole property of the Contractor. The Contractor shall have a licence in respect of drawings and documents issued to him by the Client but only for the purposes for which they were prepared.

12. FORCE MAJEURE

The Contractor shall not have any liability to the Client if prevented from performing the Contract on account of force majeure which includes, but is not limited to severe weather conditions, fire, flood, epidemic, war, terrorism, strikes or difficulty in obtaining materials and labour. In any of these circumstances, the Contractor shall promptly notify the Client and has the right to cancel or suspend the Services.

13. DISPUTES, CONTROVERSY, CLAIMS

13.1 The parties will endeavour to settle any dispute or difference amicably by direct negotiation.

13.2 If they are unable to settle the dispute, controversy or claim it may be submitted to mediation in accordance with the Swiss Rules of Mediation of the Swiss Arbitration Centre in force on the date when the request for mediation was submitted in accordance with these Rules.

13.3 Any mediation will be conducted in English and the seat of mediation will be in Geneva, Switzerland, although meetings may be held in other locations if mutually agreed.

13.4 Any dispute that is not resolved by negotiation or adjudication shall be finally settled by the courts of Switzerland.

13.5 The Contract is governed by the laws of Switzerland

14. GENERAL

14.1 **Notices.** Every notice shall be in writing and delivered by hand or sent by registered post to the address of the recipient. A notice sent by post shall be treated as having been received two working days after the registered receipt. A notice delivered by hand shall be treated as having been received at the time of delivery unless this is after the normal working hours of the recipient, in which case delivery shall be treated as occurring at 9.00 a.m. on the next working day.

14.2 **Assignment.** Neither party shall assign any of its rights or obligations under the Contract without the prior written consent of the other.

14.3 **Subcontracting** The Contractor shall not sublet all of the Services but he shall be entitled to sublet parts of the Services. Subcontracting shall not relieve the Contractor of his obligations under the Contract.

14.4 **Entire Agreement.** The Contract is the only agreement between the parties and supersedes any previous arrangements, agreements or understandings relating to the Services.

14.5 **Amendment.** Any amendment to the terms of the Contract shall only be effective if in writing and signed by an authorised signatory of the Client and the Contractor.

14.6 **No Reliance on Warranties.** The Client acknowledges that he has not relied on and shall have no remedy in respect of any statement, representation, warranty, or undertaking of any person (whether a party to this Agreement or not) other than is expressly set out in the Contract. However, nothing in this clause shall limit or exclude liability for fraud.

14.7 **Severance.** If any provision of the Contract becomes illegal or unenforceable, this shall not affect the legality or enforceability of any other provision of the Contract. In that situation the parties shall, where possible, use reasonable endeavours to agree an alternative provision which is legally enforceable.

14.8 **Waiver.** The waiver by either party of a breach by the other in the performance of its obligations under the Contract shall not constitute a waiver of any default nor shall failure to complain of any default constitute a waiver of that default by the other party.

