

GENERAL

1.1 At the discretion of A4 Plus Limited (hereinafter referred to as 'Supplier') certain contracts or commissions will require specific Terms and Conditions relating to a particular design brief. In such an event, Supplier will draw-up a suitable agreement, which will be used in place of these Terms and Conditions of Business. Under such circumstances, only the new agreement will be in force and effect. If such an agreement is not required then these Terms and Conditions of Business will govern all contracts, verbal or otherwise, entered into by Supplier, for the supply or sale of goods or services. Any order given to Supplier shall be deemed to constitute an agreement to be bound by these conditions. 'Goods' means manufactured parts and/or assemblies.

OTHER PRINTED OR STANDARD CONDITIONS

2.1 Subject to the above statement, it is agreed that only these conditions shall apply to contracts between Supplier and the Client and any documents emanating from Client which contain printed or standard conditions have been and shall be sent by Client and received by Supplier on the understanding that they appear on the Clients documents because they are printed thereon but have no legal effect whatsoever and Client waives any rights which the Client otherwise might have to rely on such conditions.

PREVIOUS CONDITIONS AND VARIATIONS

3.1 Subject to the 'General' statement above, these conditions shall have effect in place of any other conditions, which may have previously been notified by Supplier to Client. No addition or variation to these conditions shall be made or apply, unless expressly agreed in writing by Supplier and Client.

SUB-CONTRACT DESIGNERS

4.1 Supplier may recommend that specialist Sub-Contract Suppliers and Designers should design and execute any part of the work. Where the Supplier employs such Sub-Contract Suppliers or Designers, in agreement (written) with the Client, the Client shall be responsible for re-imbursing the Supplier in respect of all the costs of so employing such person or persons. The Supplier will be responsible for the control, direction, instruction, supervision, integration and general inspection of their work, in accordance with the Supplier's Quality Manual and Procedures, but not for the detailed design or performance of the work entrusted to them.

COPYRIGHT, PATENTS, REGISTERED DESIGN AND TRADE MARKS

5.1 In accordance with the provisions of the Copyright Act 1995, copyright in all drawings / documents and in the work executed from them, except drawings of works for the Crown, will remain the property of the Supplier. Title will be passed to the Client only when the Suppliers fees have been paid, and received as cleared funds, in full.

5.2 Client warrants that any goods, design or instruction furnished or given to Supplier shall not be such as will cause Supplier to infringe any letters patent, registered design or trade mark in the execution of Client's order. Supplier is not to be liable for infringement of any patents or other rights and Client shall indemnify Supplier fully in respect of damage or costs incurred by Supplier in regard to any proceedings brought against Supplier by any party claiming patent or other rights in respect of drawings or designs supplied under Client's order.

EXTENT AND LIMITS OF LIABILITY

6.1 Supplier shall in no circumstances be liable to Client in respect of any loss, damage or injury of any kind (which for the avoidance of doubt includes consequential loss or damage), whether suffered by Client or any other party and howsoever caused (including being caused by any defect in, failure of or unsuitability for any purpose of the drawings / designs or by any negligence whether in relation to design or manufacture of the goods or at all) and all conditions, warranties or other terms, whether expressed or implied, statutory or otherwise, are hereby excluded.

6.2 Supplier shall not be liable for any loss of any kind (which for the avoidance of doubt includes consequential loss or damage) arising from any representations, statements, recommendations or advice made or given before the making of this contract.

6.3 Client's property and all property given to Supplier by, or on behalf of Client, will be held by Supplier at the Clients risk. Whilst great care will be taken to ensure the safety of such property, in the un-likely event of loss or damage to Clients property, Supplier is not liable in any way whatsoever for any costs incurred in the repair, replacement or re-instatement of such property (or for any other works deemed necessary to make good such loss or damage). Supplier will return Client property, as indicated in the Quote, in the same condition it was received and it is noted that the quality of Supplier deliverables will be commensurate with the quality of the Client property supplied. For projects involving Client supplied parts being measured; unless otherwise stated in the Quote, parts will be hand measured using standard equipment (vernier, micrometer, steel rule etc.) at room temperature. Supplier

will make every effort to ensure the accuracy of the measurements taken, however, it must be recognised that the level of precision is commensurate to the method of measurement adopted. It is recommended that an initial 'single manufacture run' be adopted prior to 'volume manufacturing runs'.

6.4 Before any machinery, parts, products or equipment is manufactured from the Suppliers drawings and designs or is put into practical use or marketed, the Client will thoroughly inspect, examine, approve and test any such drawings / designs or products for errors and or defects. Client shall also ensure through exhaustive testing after manufacture that any such machinery, parts, products or equipment are in all respects fit and suitable for purposes for which they were intended. In the event of the Client failing to thoroughly inspect, examine, approve and test any such machinery, parts, products or equipment the Supplier shall not be held responsible for any failure whatsoever of any such machinery, parts, products or equipment notwithstanding that it has been manufactured from the Suppliers drawings and designs.

6.5 Supplier shall be responsible for correcting any drawing errors without additional charge which the Client identifies provided the errors are agreed with Supplier and are clearly indicated by marking the error / correction on the drawing in an unambiguous way in a single round/lot of mark-up. For the avoidance of doubt drawing errors do not include Client requested amendments which differ from the brief being worked to or quoted against.

6.6 The Client shall produce to the Supplier on demand all records and other available information as to the inspection, examination, approval and testing, which have been carried out, on any such machinery, parts, products or equipment.

6.7 If any design fails on testing, the Supplier shall make every reasonable effort to vary the design in such a way that an ultimate design to the Clients requirements will be produced, which will not fail of testing. The Supplier shall not however be held responsible for any failure after all reasonable efforts have been made to produce an acceptable design. In the event of the Supplier not being able to produce an acceptable design, the Supplier will nonetheless be entitled to receive payment of all sums due from the Client to the Supplier in respect of agreed contract.

6.8 If final delivery includes the supply of electronic files, generated during a project, then it is considered that those files (issued to the Client or to a location instructed by the Client) are the master copies and are deemed under Client control. Under these circumstances the Supplier backup copies are deemed 'secondary' and must not be relied upon by the Client in the event of files being lost, damaged or becoming corrupt whilst under Client control.

6.9 Supplier takes no responsibility for the validity of its own backup files should they be called upon for use, unless the electronic files generated during the project did not form part of the supply, therefore making the Supplier copies 'master' (and in such an event of the Supplier's backup being the 'master' copies and called upon for use by the Client, a maximum time limit of one year from the project completion date is applied and only during this time is the Supplier responsible for replacement of electronic drawing files).

6.10 Supplier considers confidentiality critical. If the Client prefers the Supplier to destroy backup copies and all related confidential paperwork upon project completion then such a request must be made in writing to the Supplier prior to placement of order. Under such circumstances the Client copies naturally become 'masters'.

6.11 The Client shall be responsible to the Supplier for ensuring the accuracy of the terms of any Order (including any applicable specification) and for giving the Supplier any necessary information relating to the Goods and/or Services within a sufficient time to enable the Supplier to perform the Contract in accordance with its Terms.

6.12 The quantity, quality and description of any specification for the Goods and/or Services shall be those set out in the Order to the extent accepted and/or amended by the Supplier.

6.13 The Supplier shall not be liable if such Goods are not suitable for use with other parts purchased by the Client from persons other than the Supplier or if such parts do not together perform in the manner required by the Client, or if the Goods are not used and/or applied by the Client as directed by the Supplier.

6.14 The Supplier reserves the right to make any changes to the Order for the Goods and/or Services which are required to conform with any applicable safety or other statutory requirements or, where the Goods and/or Services are to be supplied to the Supplier's specification which do not materially affect their quality or performance.

6.15 In the event of the Quote also involving manufacture and installation, the Supplier confirms that such services will be delivered via Sub-Contract Suppliers and that these services will be provided by the Supplier on a Cost Plus basis. In such circumstances the Sub-Contract Supplier Terms will take precedence over these Terms and copies will be made available to the Client upon request. In the event of a conflict of clauses between the Sub-Contract Supplier Terms and these Terms then these Terms win.

6.16 In the event of Sub-Contractor manufacture and installation, the Supplier shall, for purposes of total transparency, provide the Client with a copy of the quotation from the chosen Sub-Contract Supplier of the Goods, if requested to do so by the Client. The information relating to the Sub-Contract Supplier shall be provided in good faith and the Client or Clients Associates are not permitted to solicit the services of the Sub-Contract Supplier independently of the Supplier for any project that involves the Supplier or for a period of 12 months from completion of the final project undertaken by the Supplier for the Client.

FEES AND PAYMENTS

7.1 Extra work and expense caused by delay in receiving instructions, delays in building operations, changes to the Client's instructions, phased contracts, bankruptcy or liquidation of the primary contractor (if applicable) or any other cause beyond the control of the Supplier shall be additionally charged by the Supplier.

7.2 The Supplier's service fees shall be charged on a time-basis unless otherwise stated or agreed. If the work is to be charged on a fixed fee-basis, the Supplier may charge in addition on a time-basis for any additional work undertaken by the Supplier arising from a variation of the Client's requirements or instructions. Where work is being charged on a time-basis travelling time and expense shall be charged. Where work charged on a fixed or percentage fee is at such a distance that an exceptional amount of time is spent in travelling, additional charges may be made by prior written agreement.

7.3 Where any contract is; cancelled or postponed on the Client's instructions, or the Supplier is instructed to stop work indefinitely at any time, or a cessation of service is actioned by the Supplier for any reason - the contract relating to that order may be deemed to be abandoned and fees on a quantum meruit basis shall be due and invoiced immediately by the Supplier to the Client - in the case of cessation of service due to unpaid debt, such fees will be added to, and considered part of, the outstanding debt due to be paid by the Client to the Supplier. In addition the Supplier reserves the right to charge a cancellation fee to be discussed and agreed with the Client at the time of cancellation.

7.4 All fees and prices quoted are exclusive of Value Added Tax ("VAT") and are subject to change beyond fourteen days from the quotation date. VAT will be added to all invoices at a rate applicable on the tax point date. Payment is net and strictly within fourteen days from the invoice date unless alternative payment terms are agreed prior to work commencement. Notwithstanding delivery and the passing of risk in the Goods or any other provision of these Terms Title will remain vested in the Supplier for all goods and / or services provided until all amounts outstanding on any account held by the Client are paid, and received as cash or cleared funds, in full. By placing an order with the Supplier, written or otherwise, the Client acknowledges that failure to comply with Suppliers payment terms will result in a cessation of service and an administration fee. Also, interest will be charged at 8% over the Bank of England published Bank rate. Interest will accrue on a daily balance basis from the due date of the invoice until the date of payment but will be calculated and invoiced to the Client account at the end of each month. Interest charges are in line with UK legislation under the EU Directive for the regulation of Commercial Debt.

DELIVERY / SUPPLY

8.1 Delivery shall be made in accordance with the terms of the Order within normal working hours. Delivery of Goods may also be made by the Client collecting the Goods at the Supplier's premises or the Sub-Contract Suppliers premises at any agreed time after the Supplier has notified the Client that the Goods are ready for collection or, if some other place for delivery is agreed by the Supplier, by the Supplier delivering the Goods to that place. Any time scale given by the Supplier for the completion of any contract are given in good faith and the Supplier will not be liable for any failure to complete any design or delivery of Goods on a specified date and neither shall such failure be deemed to be a breach of contract. Goods may be delivered by the Supplier in advance of the quoted delivery date upon giving reasonable notice to the Client. The date(s) for delivery shall only commence upon full and final information from the Client and the approval of the Supplier's information in writing by the Client.

8.2 The Supplier may deliver the Goods by instalments which shall be invoiced and paid for separately (unless otherwise agreed by the Supplier). Each instalment shall constitute a separate Contract and failure by the Supplier to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Client in respect of any one or more instalments shall not entitle the Client to treat the related series of Contracts as a whole as repudiated, or to cancel any other instalment.

8.3 If the Supplier fails to deliver the Goods and/or supply the Services for any reason other than any cause beyond the Supplier's reasonable control or an act or omission of the Client, the Supplier's liability shall be limited to the excess (if any) of the reasonable cost to the Client (in the cheapest available market) of the same Goods and/or Services to replace those not supplied over the price of the Goods and/or Services.

8.4 If the Client fails to take delivery of the Goods after 3 calendar days or fails to give the Supplier adequate delivery instructions at the time stated for delivery then, without prejudice to any other right or remedy available to the Supplier, the Supplier may store the Goods until actual delivery and charge the Client for the reasonable costs (including insurance) of storage.

8.5 The Supplier shall use reasonable endeavours to meet the time for delivery of Goods and/or supply of Services but shall not be liable for delay caused by the following events:

- a) the Supplier not having received from the Client (or if appropriate from any third party) in due time any necessary instructions, information, calculations, drawings, details and/or parts;
- b) the Supplier's inability for reasons beyond his control to secure such Goods or materials or services as is essential to meet the requirements of the Client.
- c) if the Client is entitled to any extension of time for completion of any works pursuant to any contract the Client has with a third party;
- d) if the Client would have been delayed in his performance of any other contract in any event due to the act or omission of any other person.

8.6 The Client shall not return any Goods to the Supplier without the Supplier's prior written authorisation. In any event any such return shall be made at the sole risk and expense of the Client. The Supplier shall always be entitled to payment for these Goods in accordance with these Terms / Conditions.

8.7 Unless otherwise agreed in writing between the Client and the Supplier, the Goods shall be delivered ex works (therefore not including package, loading, transport, delivery, unloading, insurance) and the Supplier shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979 (or as updated).

8.8 The Client shall be responsible for arranging inspection of the Goods at the Supplier's or Sub-Contract Suppliers premises if required before shipment. The Supplier shall have no liability for any claim in respect of any defect in the Goods which would have been apparent on inspection and/or which is detected and/or made after shipment, or in respect of any damage occasioned during transit.

8.9 For the avoidance of doubt the Supplier shall have no liability whatsoever on collection of the Goods by the Client or their servants or agents.

RISK AND PROPERTY

9.1 The risk in the Goods shall pass to the Client either:

- a) at the time when the Goods have been delivered to the Client in accordance with the above; or
- b) within 3 calendar days of the date of notification by the Supplier to the Client that the Goods are ready for collection, whichever is the earlier.

9.2 Prior to the Client collecting the Goods, the Supplier may at his absolute discretion store the Goods anywhere at the Client's risk and expense.

9.3 Until such time as title in the Goods passes to the Client, the Client shall hold the Goods as the Supplier's fiduciary agent and bailee and shall keep the Goods separate from those of the Client and third parties and stored in dry and clean conditions and insured and identified as the Supplier's property.

9.4 If Goods supplied by the Supplier, whether in their original state or mixed or processed or otherwise, are sold by the Client prior to any payment of any monies due from the Client to the Supplier, the monies received by the Client shall be received by him in trust for the Supplier to the extent of the Client's indebtedness to the Supplier and shall without prejudice to any other claim or right of the Supplier against the Client be paid over to the Supplier forthwith upon receipt by the Client.

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9.5 Until such time as title in the Goods, which for the avoidance of doubt includes drawings (hard-copy and electronic), passes to the Client (and provided the Goods are still in existence and have not been resold), the Supplier shall be entitled at any time to require the Client to deliver up the Goods to the Supplier and, if the Client fails to do so forthwith, to enter upon any premises of the Client or any third party where the Goods are stored and repossess the Goods.

9.6 If personal protective equipment is needed to be used by the Supplier at any time whilst at the Clients site then this will be limited to the following (unless stated otherwise); Hi-Vis Jacket, Protective Footwear (steel toe capped, anti-slip, anti-static and resistant to erosive substances), Adjustable Hard Hat (with hygiene Hair Net), Safety Goggles, Ear Defenders or plugs. Suppliers general risk assessment will be adopted unless stated otherwise.

DAMAGES FOR POACHING COMPANY STAFF

10.1 During the course of any project, whether that Project is undertaken at Supplier offices or Client site, Clients and/or any person, firm, company, partnership, enterprise, division or organisation owned by, or associated with, the Client (hereinafter referred to as 'Associates') will have direct involvement with people under Supplier employ, whether staff, Sub-Contract Suppliers or temporary workers (hereinafter referred to as 'Representatives'). The services of such Representatives are provided in good faith and Clients or Associates are not permitted to solicit the services of Representatives independently of the Supplier and / or without written consent / agreement and financial recompense from the Client or Associates to Supplier, during Representatives engagement with the Supplier, whether that be for permanent or temporary employment directly or indirectly with the Client or Associates. Representatives are bound by Restrictive Covenant in their Employment contracts.

10.2 In such an event occurring, the 'Representatives' will be deemed to have been 'Introduced' (means (i) the passing to the Client or Associates of a curriculum vitae or information which identifies the 'Representatives'; or (ii) the Client's interview of the 'Representatives' (in person or by telephone or by any other means), and, in any case, which leads to an Engagement of the 'Representatives'; and "Introduced" and "Introducing" shall be construed accordingly) by the Supplier and the Supplier will require a transfer fee equivalent to either; 30% of the Remuneration payable to the Representative during the first 12 months of the engagement / employment, or, if the actual amount of the Remuneration is not known, the previously known hourly rate charge multiplied by 300.

10.3 In the event that any Representatives with whom the Client or Associates has had personal dealings accepts an "Engagement" with the Client or Associates while employed by the Supplier (or within 3 months of leaving the Supplier), the Client shall be liable to pay an Introduction Fee to the Supplier. The Introduction fee being equivalent to either; 30% of the Remuneration payable to the Representatives during the first 12 months of the engagement / employment, or, if the actual amount of the Remuneration is not known, the previously known hourly rate charge multiplied by 300.

10.4 "Engagement" means the engagement, employment or use of a Representative by The Client or any third party on a permanent or temporary basis, whether under a contract of service or for services; under an Employment Agency, licence, franchise or partnership agreement; or any other engagement; directly or through a limited company of which the Representatives is an officer or employee.

In the event of the above, the Client agrees:

- (a) To notify The Employment Agency when an offer has been made to a Representative and also when an offer is accepted.
- (b) To pay the fees of The Employment Agency within 14 days from date of invoice.
- (c) If, after an offer of Engagement has been made to the Representative, The Client decides for any reason to withdraw it:-
 - i) Prior to the Representative accepting the Engagement by the date specified in the Offer, The Client shall be liable to pay the Employment Agency a cancellation fee of 10% of the remuneration;
 - ii) After the Representative accepting the Engagement by the date specified in the Offer, The Client shall be liable to pay the Employment Agency a cancellation fee of 17.5% of the remuneration.

STAFF ON SITE – QUALITY CONTROL

11.1 The Supplier confirms that it will not be possible for Supplier to perform any quality control checks / procedures on work undertaken by Representatives working away from Supplier offices, because the Representatives will be under the control, direction, instruction, inspection, integration and general supervision of the Client. As a consequence all quality control becomes the responsibility of the Client.

LAW

12.1 Only English Law will govern this contract, and the Courts of England will have exclusive jurisdiction. All titles and headings shown in these Terms and Conditions are for convenience only and do not themselves form any part of the contract. If for any reason one clause or sub-clause is not enforceable according to its terms then the others will remain in full force and effect.

Non signature of these terms does not absolve the Client from the Agreement and/or these Terms	
[Enter Company name below]	
I confirm I am authorised to sign these Terms for and on behalf of the Client	
[Sign below]	[Print name below]
Date:	