

1. DEFINITIONS

In these General Conditions the following words shall have the meanings attributed to them below:

"Buildings" shall mean the prefabricated flexible building systems supplied by the Contractor as more particularly described in the Specification;

"Contract" shall mean any contract entered into between the Contractor and the Customer for the provision of the works;

"Contractor" shall mean CopriSystems Industrial Limited;

"Contractor's Offer" shall mean a quotation, proposal or other offer in writing for the Works submitted by the Contractor to the Customer;

"Customer" shall mean, as the case may be, prospective customers for the Works and purchasers entering into Contracts;

"Site" shall mean Customer locations to which Buildings are to be delivered and at which installation services are to be provided;

"Special Conditions" shall mean conditions other than these General Conditions which apply to quotations, proposals, offers and contracts;

"Specification" shall mean the detailed description of the Buildings as provided to the Customer by the Contractor;

"Subcontractor" shall mean the business contractor appointed by the Contractor to carry out installation of the Buildings;

"Works" shall mean the supply, delivery and installation of the Buildings.

2. APPLICATION OF CONDITIONS

2.1 The General Conditions and Special Conditions shall apply to and govern Contractor's Offers and Contracts relating to the Works to be provided to Customers by Contractor. In the event of conflict between General Conditions and Special Conditions the latter shall prevail. The General Conditions and Special Conditions shall be the only provisions which apply to Contractor's Offer and a Contract and all representations or other statements made

by the Contractor with respect to the Works prior to Contract effective date are expressly excluded.

2.2. Unless otherwise agreed in writing as a Special Condition, a Contract shall come into effect upon receipt by Contractor of Customer's order. Orders once submitted may not be cancelled. If Customer submits an order which purports to vary or amend the General Conditions or Special Conditions it shall represent a counter offer which may be accepted or rejected by the Contractor in which event the Contract shall come into effect on submission of Contractor's order acknowledgement.

3. PRICES AND PAYMENT

3.1 Prices for the Works shall remain fixed for the duration of a Contract subject to adjustment by amounts which are sufficient to compensate Contractor for the additional costs incurred:

(a) in accommodating features which Contractor could not have foreseen on Site survey; or

(b) if delivery or installation is delayed due to non availability of Site, or due to interruptions in the installation programme.

3.2 Unless otherwise agreed in writing the price for the Works shall become due and be payable as to 25% with order, 50% on delivery of Buildings and 25% within seven days of installation completion. Payment of the price shall be made against Contractor's invoices. Price increases may be separately invoiced or added to stage payments.

3.3 Contractor shall be entitled to interest on overdue payments charged at the rate of 2% per calendar month. Interest shall be calculated and paid for the period during which the delayed payment remains outstanding inclusive of due date and actual date of payment.

4. DELIVERY AND INSTALLATION

Delivery of the Building shall be made to, and installation shall take place at, Site. Delivery date and installation completion dates are estimated only. Contractor shall make good faith efforts to deliver the Buildings and complete installation by quot-

ed estimated dates. The Building installation period shall be subject to extension if affected by unavailability of Site or due to interruptions to the installation programme.

5. TITLE AND OWNERSHIP

5.1 Buildings shall remain the property of the Contractor until payment of the full amount of the price for the Works. Customer shall not use the Buildings, except with the consent in writing of Contractor, until installation completion. Contractor shall be entitled to enter upon Site and to dismantle and remove Buildings:

(a) if Customer fails to make payment of any overdue instalment of the price for a period of 14 days from date of service by Contractor of a notice in writing demanding payment; or

(b) immediately, if Customer fails to satisfy a judgement debt, enters into a scheme of arrangement with its creditors, suffers execution to be levied on its goods or premises, allows a receiver or administrator to be appointed to all or part of its business undertaking, commences proceedings for liquidation or commits any other similar act. Contractor's above rights shall be without prejudice to all other rights and remedies it may have with respect to overdue payments.

5.2 Ownership and risk in the Buildings shall pass from the Contractor to the Customer on the later to occur of the date of completion of Building installation and payment of the full amount of the price for the Works.

6. CONTRACTOR'S OBLIGATIONS

Contractor shall:

(a) deliver Buildings to Site and carry out installation, using the services of its Subcontractor, with appropriate levels of care and diligence;

(b) comply (including an obligation to ensure that Subcontractor complies) with all reasonable directions of Customer concerning use of the Site and in particular with any notified security and health and safety requirements of Customer.

7. CUSTOMER'S OBLIGATIONS

Customer shall:

- (a) apply for and obtain planning consent, building regulation and bye law approval and such other permits and licenses as may be necessary to enable the Works to commence on the quoted installation commencement date, and advise Contractor as to progress with such applications in a timely manner;
- (b) ensure that Site is available to Contractor and its Subcontractor, suitably cleared and with all facilities required by Contractor to enable installation of the Buildings to commence with effect from quoted installation commencement date and afford the Contractor and Subcontractor uninterrupted access to and use of Site throughout the period of installation;
- (c) take delivery, unload the Buildings from Contractor's vehicles and store safely the Buildings to the Contractor's order, pending installation commencement;
- (d) indemnify and hold Contractor harmless against any failure to fulfil its obligations under subparagraphs (b) and (c) above;
- (e) comply with Contractor and Subcontractor's safety and security requirements for Works;
- (f) pay the purchase price and any increases in the price promptly in accordance with Condition 3 above.

8. WARRANTY

8.1 Contractor warrants and undertakes as follows:

- (a) that on delivery and installation completion dates the Buildings will comply, substantially, with Specification;
- (b) to repair or replace (repair or replacement to be at Contractor's discretion) any defects in the structure of the Buildings reported to Contractor within a period of 10 years from installation completion date and which are defects attributable to the use of defective materials or poor workmanship in the manufacture and/or installation of the Buildings; and
- (c) to replace all or any part (at Contractor's discretion) of the fabric covers to the

Buildings which fails to comply with Specification as such failures are reported to the Contractor within a period of one year from date of installation completion.

8.2 Performance of the warranty in subparagraph 8.1(b) shall be subject to Contractor's inspection of the Structure and pursuant to subparagraph 8.1(c) shall be subject to the Customer returning the defective cover and to the Contractor being satisfied that the cover so returned is defective due to a failure to comply with Specification.

8.3 The warranty does not cover:

- (a) normal wear and tear affecting the Buildings or damage caused by weather conditions which are outside the accepted levels of tolerance as identified in the Specification; and
 - (b) damage attributable to Customer or due to alterations carried out by or on behalf of the Customer.
- 8.4 The above warranty and undertaking represents Contractor's sole liability and Customer's sole remedy for defects to the Works and all other express and implied representations, undertakings, conditions or guarantees with respect to the fitness for purpose or with respect to the suitability, quality and condition of the Works, including but not limited to statutory provisions, are excluded.

9. RISK AND RESPONSIBILITY

9.1 Contractor accepts liability for all losses and damages incurred by the Customer:

- (a) for destruction of or damage to physical property up to a limit of £2,000,000; and/or
- (b) for the death of or personal injury to, any persons;

if and to the extent such losses or damages are attributable to any negligent act or omission of Contractor or Subcontractor and/or their respective directors, employees or agents in carrying out the Works.

9.2 Customer accepts liability for and shall indemnify and hold Contractor and Subcontractor's directors and employees and their respective agents harmless against all loss and/or damage incurred due to:

- (a) damage to, or destruction of, plant equipment and other physical property, and/or
- (b) death or personal injury;

if and to the extent any such loss and damage is attributable to any negligent act or omission or any breach of a statutory duty by the Customer, its directors or employees or any agent of the Customer.

9.3 Customer shall be responsible for any damage or loss, including damage to any pipes, wires and conduits, which arise from performance of the Works in accordance with the Contract and shall indemnify and hold Contractor and the Subcontractor harmless against any liability for such loss and/or damage.

9.4 Contractor shall be liable for and shall indemnify and hold harmless the Customer against, all losses, damages or claims arising in connection with the death or injury of any director or employee of the Contractor or Subcontractor unless and except to the extent any such losses, damages and/or claims are attributable to the Customer.

10. INSURANCE

Contractor and Customer shall each establish and maintain separate insurance against the risks and responsibilities for damage to property, and for death and personal injury in accordance with the liability they each accept in accordance with the provisions of Condition 9. Contractor's obligation shall be limited to establishing and maintaining insurance in an amount which for any one occurrence or series of occurrences having a common cause shall not exceed £2,000,000. Such insurance shall be arranged with reputable insurance companies. Each of the Parties shall, at the request of the other, produce evidence that it has established and maintains insurance in accordance with this Condition and shall provide for endorsement of the other Party's interest on its policies or certificates of insurance at the request of the other, provided that in the case of the Contractor it shall be considered to have discharged its obligation if it arranges for its Subcontractor to comply with this condition.

11. INDIRECT CONSEQUENTIAL LOSS

11.1 Neither party shall be liable to the other for any economic loss, loss of revenues, loss of profits, loss of contracts or potential contracts and/or for any consequential or indirect loss or damages.

11.2 Customer acknowledges that Contractor does not carry insurance relating to economic loss or loss of profit. The purchase price, therefore, does not reflect the cost of any part of the premium which, if insurance for such matters had been arranged, might otherwise be reflected in the purchase price. In the above knowledge, Customer accepts that Contractor's exclusion of liability for economic loss, loss of profit, loss of contracts and/or consequential and indirect loss, is reasonable.

11.3 Condition 11.1 shall not exclude the liability of either Party for any loss or damage recoverable in respect of damage to physical property, death or personal injury as addressed by Condition 9.

11.4 Condition 11.1 shall not preclude the right of the Contractor to recover any profit element in the purchase price, if the Customer fails to pay the full amount or any part of the purchase price, for any reason.

12. FORCE MAJEURE

12.1 Neither Party shall be in default due to a failure to perform or comply with its contractual obligations due to any causes beyond its reasonable control and in such event the Party prevented from performing its obligations shall be entitled to suspend further performance with effect from date of service of a notice on the other Party identifying the reasons which prevent continued performance. If the reasons preventing Contract performance continue for a continuous period of 90 days from the date of service of a notice, either Party shall be entitled to terminate the Contract forthwith upon service of a further notice in writing.

12.2 If an event of Force Majeure occurs and the Contract is terminated the Contractor shall be entitled nevertheless to be paid for and to recover, that proportion of the purchase price attributable to the Buildings and any other costs and expenses including those of a Subcontractor to which Contractor has a commitment as at date of

service of the notice. If an event of Force Majeure occurs and the Contractor serves a termination notice, the Customer shall not be liable for that part of the purchase price which relates to Works the Contractor is unable to complete in accordance with the Contract. Subject as set out above on termination pursuant to this Condition each Party shall be excused further performance of the Contract with effect from date of termination.

13. TERMINATION

The Parties shall be entitled to terminate the Contract as follows:

(a) forthwith by notice of termination if the other Party commits a material breach of the Contract which the Party in breach fails to remedy within 60 days of service of a notice setting out details of the material breach; or

(b) forthwith upon service of a notice in writing by either Party if the other Party fails to satisfy a judgement debt, enters into a scheme of arrangement with its creditors, suffers execution to be levied on its goods or premises, allows a receiver or administrator to be appointed to all or any part of its business undertaking, commences proceedings for liquidation or suffers or commits any similar act; or

(c) in accordance with Condition 12 above.

During the currency of any notice served by the Contractor pursuant to subparagraph (a) above the Contractor shall be entitled to suspend work performance.

14. ASSIGNMENT

Neither Party shall be entitled to assign or transfer the Contract or its benefits or burdens except with the consent in writing of the other Party. The Contractor shall be entitled to appoint and instruct the Subcontractor of its choice to carry out the Works without breach of this condition, and the Customer's consent to the Subcontractors appointment shall not be required.

15. WAIVER

Any waiver or forbearance by either Party of any provision of the Contract shall not effect the right of that Party to enforce the relevant provision subsequently with respect to any separate incident or to enforce any other separate provision of the Contract.

16. APPLICABLE LAW AND DISPUTES

The rights and obligations of the Parties shall be governed and determined by the laws of England. Any disputes shall be referred to the non exclusive jurisdiction of the courts of England.