

Terms and Conditions of Business



Dear Sir/Madam,

Thank you for your interest in our experienced and professional debt recovery firm, Carlisle Solicitors.

With 30+ years experience, our specialist debt collection firm has a simple goal and commitment to you: ensuring that you get paid back fast and in full.

The following pages explain our terms and conditions of business, including our obligations to provide information on costs under section 150 of the Legal Services Regulation Act 2015.

Please read the following terms and conditions and let us know any questions you may have.

Once again, if you have any further questions, please do not hesitate to contact us on 01 6533370.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Sarah Walsh", is written over a horizontal line.

Sarah Walsh
Carlisle Solicitors

Client Authorities and Agreement to all Terms and Conditions of Business

- **Client's authority for solicitor to endorse cheques**

I/We, [Client name(s)] DOM-INTERIERI d.o.o., SLAVONSKI BROD, CROATIA
appoint Carlisle Solicitors my/our agents under the Cheques Acts and Bills of Exchange Acts 1882–1957.

I/We give my/our permission for you to endorse (by writing on the back of) any cheques received by you while you are my/our solicitor, when the cheques are payable to me/us and marked "Account Payee Only" or "Account Payee" or "A/C Payee Only" or "non-negotiable" or with words that mean the same.

I/We note that the words you will use will be as follows:-

"Carlisle Solicitors Client Account on the authority of the payee(s) as their agent".

I/We also allow you to lodge the cheque to your client account and to pay any necessary expenses relating to my/our case(s).

If lodgements or payments due to me/us are to be made in my/our case(s) I/we allow you to ask, and to be, paid by electronic transfer to your client account.

- **Power to sign documents**

By signing this section you are authorising us to re-sign documents which you have already signed. This is just for convenience. This would happen where we have to make typing or clerical amendments or other small changes. We will not make changes that change the meaning of the document.

I/We appoint Carlisle Solicitors as my/our attorney for the purpose of section 16 of the Powers of Attorney Act 1996, to act on my/our behalf in this case and all cases.

- **Client agreement to all terms and conditions of business**

By signing this section, Client Authorities and Agreement to all Terms and Conditions of Business, you are agreeing to all of the above and our terms and conditions of business as set out herein.

I/We appoint Carlisle Solicitors to act on my/our behalf:

Dated: 12.05.2023

Signed: Ivan Jerkovic

Print Name: IVAN JERKOVIC

Occupation: DIRECTOR

Witnessed: KRISTINA KARLOVIC

Data Consent

As part of our client service Carlisle Solicitors would like to keep in regular contact with you (and your business) subject to your consent having been obtained, in compliance with the Irish Data Protection Acts. We would ask you to please review the following statements, and pending your approval, to provide us with your consent for the following:

I understand and agree that Carlisle Solicitors may contact me or send me information about the above via (please indicate your agreement with a tick beside the agreed options):

Post: STANICA VRBA 9, 35000 SLAVONSKI BROD, CROATIA

Mobile Phone: +385 98 9399035 - IVAH TERKOVIC, +385 97 7524202 - KRISTINA KARLOVIC

SMS:

Email: office.dominicijevic.hr@gmail.com.

Social media:

Carlisle Solicitors operate a strict confidentiality policy and I understand that my data will remain confidential to the firm and will only be processed in compliance with the Irish Data Protection Legislation.

I hereby consent to the use of my personal data, provided below, for the above-mentioned purposes.

I agree and acknowledge that I can opt out of receiving such correspondence at any time by sending my request in writing to Carlisle Solicitors. If I choose to opt out, Carlisle Solicitors will record my preference on their database for this purpose, however this removal may take up to 30 days to take effect from the date of receipt of my request. Carlisle Solicitors will inform me in writing once my record has been updated to reflect my preference.

Signed: Ivan Jakovcic

Date: 12.05.2023.

DOM INTERIJERI J.D.O.O.
OIB: 80541320934
SLAVONSKI BROD, STANKA VRAZA 9
IBAN: HR0823600001102656068

ISPIS OTVORENIH STAVAKA

Stanje otv. stavaka na dan: 12.05.2023

KONTO 12100 / 3627070

Datum: 12.05.2023
Stranica 1 od 1
Iskama
Valuta: EUR

OMAC FIRE LIMITED
ALEXANDRA HOUSE, THE SWEEPSTAKES, BALLSBRI...
D04C7H2 DUBLIN
OIB: 3627070VH

Vrsta	Broj	DOKUMENT			Duguje	Potražuje
		Datum	Dospjeće	Opis		
BIL	1	31.12.2022.	30.01.2023.	IFI 30 30/01/23 30/D3/5	135.093,00	
BIL	1	31.12.2022.	30.01.2023.	IFI 31 30/01/23 31/D3/5	10.935,00	
BIL	1	31.12.2022.	30.01.2023.	IFI 32 30/01/23 32/D3/5	23.100,00	
BIL	1	31.12.2022.	30.01.2023.	IFI 33 30/01/23 33/D3/5	4.230,00	
BIL	1	31.12.2022.	30.01.2023.	IFI 34 30/01/23 34/D3/5	15.750,00	
BIL	1	31.12.2022.	30.01.2023.	IFI 35 30/01/23 35/D3/5	4.230,00	
IFI	1	13.02.2023.	15.03.2023.	15/03/23 1/D3/5	2.625,00	
IFI	2	13.02.2023.	15.03.2023.	15/03/23 2/D3/5	105.525,00	
IFI	3	13.02.2023.	15.03.2023.	15/03/23 3/D3/5	21.820,00	
IFI	4	13.02.2023.	15.03.2023.	15/03/23 4/D3/5	10.500,00	
IFI	5	13.02.2023.	15.03.2023.	15/03/23 5/D3/5	5.455,00	
IFI	7	07.03.2023.	06.04.2023.	06/04/23 7/D3/5	173.523,00	
IFI	8	07.03.2023.	06.04.2023.	06/04/23 8/D3/5	18.806,71	
IFI	10	05.04.2023.	05.05.2023.	05/05/23 10/D3/5	112.392,00	
IFI	11	05.04.2023.	05.05.2023.	05/05/23 11/D3/5	15.544,00	
IFI	14	03.05.2023.	03.06.2023.	03/06/23 14/D3/5	67.620,00	
IFI	15	08.05.2023.	08.06.2023.	08/06/23 15/D3/5	8.105,00	
Ukupno:					735.253,71	
Za platiti:					735.253,71	

OMAC Fire Limited

Alexandra House

The Sweepstakes

Ballsbridge

Dublin

D04 C7H2

VAT No. 03627070VH Company Reg No. 647185

**Subcontract Order****Supplier Address**

DOM INTERIERI J.D.O.O.

Stanka Vraza 9

Sievonski Brod

HR - 35 000

Order Date

18/11/22

Type

N

Order Number

9-0026/00001

Variation No

All documentation must quote this number

Placed by

Buyer: Peter Valiely

Tel:

Email: peter@omacfire.com

Supplier Details

Contact Ivan Jerkovic

Email:

Tel:

Fax:

Special Instructions

As agreed with Matt Gwynne (see attached)

Description

P21 GA 07 & 08 Racks

Price

50,400.00

Provision of Labour & Plant to complete the Sprinkler Protection in the GA Racks as per our site walkround on 14th November 2022. To include the use of Harness with double Lanyard & installation of one No Valveset but mains from two valvesets in Sperate Sprinkler Centrals

Page 1 of 1

All amounts in EUR

Total Net of Taxes:

50,400.00

Please render all invoices to OMAC Fire Limited at the above address.

Delivery Address:

DE-15537 Grunheide (Mark)

Tesla Strabe 1

Delivery Instructions

Requested Completion Date:

Site Manager:

Site Telephone No:

Email:

Authorised Signature:

OMAC Fire Limited

Alexandra House

The Sweepstakes

Ballsbridge

Dublin

D04 C7H2

VAT No. 03627070VH Company Reg No. 647185

**Subcontract Order****Supplier Address**

DOM INTERIJERI J.D.O.O.

Stanka Vraza 9

Slavonski Brod

HR - 35 000

Order Date

18/11/22

Type

N

Order Number

S-0018/00002

Variation No

All documentation must quote this number

Placed by

Buyer: Peter Valjely

Tel:

Email: peter@omacfire.com

Supplier Details

Contact: Ivan Jerkovic

Tel:

Email:

Fax:

Special Instructions**Description****Price**

P16 SBDU Obstructions & Curtain Wall 1F & 2F Provision of Labour & Plant for the installation & Alteration of Sprinkler Protection to the 1F DU, 1F SB, 2F DU & 2F SB & 1F & 2F Curtain Wall Protection.

201,600.00

Page 1 of 1

All amounts in EUR

Total Net of Taxes:

201,600.00

Please render all invoices to OMAC Fire Limited at the above address.

Delivery Address:

DE-15537 Grunheide (Mark)

Tesla StraBe 1

Delivery Instructions

Requested Completion Date:

Site Manager:

Site Telephone No:

Email:

Authorised Signature:

OMAC Fire Limited

Alexandra House

The Sweepstakes

Ballsbridge

Dublin

D04 C7H2

VAT No. 03627070VH Company Reg No. 647185

**OMAC Fire Ltd****Subcontract Order****Supplier Address**

DOM INTERIJERI J.D.O.O.

Stanka Vraza 9

Slavonski Brod

HR - 35 000

Order Date

18/11/22

Type

N

Order Number

S-D028/00001

Variation No

All documentation must quote this number

Placed by**Buyer:** Peter Vallely**Tel:****Email:** peter@omacfire.com**Supplier Details****Contact:** Ivan Jerkovic**Tel:****Email:****Fax:****Special Instructions****Description****Price**

P22 BIW Kitchens

12,600.00

Provision of Labour & Plant to install the Sprinkler Protection to the BIW Kitchens. This will include Void Protection & 2nd Fix Sprinklers as shown.

Page 1 of 1

All amounts in EUR

Total Net of Taxes:

12,600.00

Please render all invoices to OMAC Fire Limited at the above address.

Delivery Address:

DE-15537 Grunheide (Mark)

Tesla Strabe 1

Delivery Instructions**Requested Completion Date:****Site Manager:****Site Telephone No:****Email:****Authorised Signature:**

OMAC FIRE LTD SUB-CONTRACT

This reference to be quoted in all communications Order No.: **S-O018/00002**

Date: 21/11/2022

PLEASE PROVIDE ALL PLANT AND/OR LABOUR AND/OR SERVICES NECESSARY TO EXECUTE THE SUB-CONTRACT WORKS IN ACCORDANCE WITH THESE SUBCONTRACT PARTICULARS AND ALL OTHER SUB-CONTRACT DOCUMENTS LISTED BELOW

Contractor:	Sub Contractor:	Delivery address:
OMAC FIRE LTD Alexandra House The Sweepstakes Ballsbridge, Dublin,D04 C7H2 VAT No: 03627070VH Contact: Michael McNeill	DOM INTERIJERI J.D.O.O OIB 80541320934 Stanka Vraza 9 Slavonski Brod HR - 35 000 Tel./Fax: +38598 939 9035 Contact : Ivan Jerkovic	DE-15537 Grunheide (Mark) Tesla Strabe 1

1.0 SUB-CONTRACT WORKS

Installation and testing of sprinkler pipework supplied free issue at Tesla Strabe 1, Berlin. All work to be in accordance with the project drawings specifications and in line with the attached schedule/programme. Work is also to be in accordance with Method Statement **BER-GF-SE-SB-00-MS-SP-ZAUN-00001**.

The total price for the works is **€201,600** (Two Hundred and One Thousand, Six Hundred Euros). This is based upon a std **60 hour** week per man and upon work being complete by 31st December 2022 including all expenses, accommodation and transport. Any variations or extension will need to be agreed in writing and when agreed will be paid at a rate of €35.00 per hour per man inclusive of all accommodation and transport and taxes.

All operatives to have permission/permits to work in Germany.

2.0 SUB-CONTRACT DOCUMENTS

The Sub-Contract Works are described in and shall be carried out in accordance with these Subcontract Particulars and the following documents which are deemed to be incorporated herein:

2.1 The Sub-Contract Conditions

2.6 Programme

3.0 THE MAIN CONTRACT

The Main Contract Works are:

P16 SBDU Obstructions & Curtain Wall 1F & 2F

Provision of Labour & Plant for the installation & Alteration of Sprinkler Protection to the 1F DU, 1F SB, 2F DU & 2F SB & 1F & 2F Curtain Wall Protection

3.1 The Employer is:

Tesla

3.2 The Site:

DE-15537, Grunheide (Mark) Tesla Strabe 1

3.3 The Rectification Period for the Main Contract Works is: 12 months from Practical Completion of each section

4.0 PAYMENT

4.1 The Sub-Contract Sum is: the lump sum of €201,600 (Two Hundred and One Thousand Six Hundred Euros)

4.2 The estimated duration of the Sub-Contract Works is: 112 days from, the specified start date

4.3 Clause 13.2.2: The Sub-Contractor shall be entitled to make an application for interim payment monthly and payment will be 35 days end of month.

4.4 Clause 13.5: The percentage is 100% unless otherwise stated here:

4.5 The First Release Date is n/a **NO RETENTION**

(If no date is specified, the First Release Date shall be the day after the Date for Completion of the Main Contract Works plus a further 3 months.)

4.6: The Final Release Date is n/a

(If no date is specified, the Final Release Date shall be the day after expiry of a period from the Date for Completion of the Main Contract Works equivalent to the Rectification Period for such works plus a further 6 months.)

5.0 COMMENCEMENT AND COMPLETION

5.1 The date for commencement of the Sub-Contract Works on Site is 21st November 2022

5.2 The Period for Completion of the Sub-Contract Works is: 13th March 2023

6.0 INSURANCE

The Sub-Contractor shall take out the following required insurances:

- a) Public Liability Insurance €2.5m - Certificates to be issued
- b) Employers Liability Insurance €10m - Certificates to be issued
- c) Motor and Engineering Insurance
- d) Professional Indemnity Insurance

Professional Indemnity Insurance is required until the date 12 years after the date of practical completion of the Main Contract Works

7.0 COLLATERAL DOCUMENTS

The Sub-Contractor's liability shall in any case be limited to €2.5 million in line with the public liability insurance. These limitations of liability shall not apply to damages arising from injury to life, limb or health or to claims under the Product Liability Act. The same shall apply to claims for breach of material contractual obligations and in the event of intent and gross negligence.

Signed on behalf of the OMAC FIRE:

Print Name:

Michael McNeill

Signature:



Director

Signed on behalf of **DOM INTERIJERI J.D.O.O.**

Print Name:

Signature:

2.1 SUB-CONTRACT CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Unless the context otherwise requires or this Sub-Contract specifically provide otherwise, the following words and phrases, where they appear in capitalised form in this Sub-Contract shall have the meanings stated or referred to below:

Definition Meaning

"Business Day" means any day which is not a Saturday, a Sunday or a Public Holiday;

"Contractor" Means OMAC Fire

"Contractor's Policies" means the Contractor's policies regarding health and safety, quality assurance and environmental issues, copies of which are available from the Contractor's site office;

"Defects Rectification Period" means the period commencing on the date of practical completion of the Sub-Contract Works and expiring on the date of expiry of the defects rectification period (or equivalent) under the Main Contract, or where there is not such period or equivalent under the Main Contract, 3 months from practical completion of the Sub-Contract Works;

"Drugs and Alcohol Policy" means the Contractor's policy relating to drugs and alcohol as updated from time to time;

"Employer" means the party identified as such in the Sub-Contract Particulars, or where not identified the Contractor's employer under the Main Contract;

"First Release Date" see clause 13.7 13.5 and the Sub-Contract Particulars;

"Final Release Date" see clause 13.7 and the Sub-Contract Particulars;

"Main Contract" means the contract between the Employer and the Contractor for the carrying out of the Main Contract Works;

"Main Contract Works" has the meaning given to it in the Sub-Contract Particulars;

"Modern Slavery & Human Trafficking Policy Statement"

means the Contractor's policy statements and guidance relating to anti-slavery and human trafficking as updated from time to time;

"Period for Completion" means the period for completion of the Sub-Contract Works identified in the Sub-Contract Particulars as may be extended in accordance with clause 11 (Extensions of Time);

"Parties" means the Contractor and the Sub-Contractor;

"Pricing Documents" means any document(s) identified in the Sub-Contract Particulars, showing rates and prices;

"Principal Contractor" the person named as such in the Sub-Contract Particulars

"Principal Designer" the person named as such in the Sub-Contract Particulars (or where not named the person undertaking such role from time to time) or any successor appointed by the Employer;

"Public Holiday" means the national country of work Statutory holiday;

"Relevant Policies" has the meaning given to it in clause 20.1.3;

"Relevant Requirements" has the meaning given to it in clause 20.1.1;

"Relevant Terms" has the meaning given to it in clause 20.2;

"Site" means the place where the Main Contract Works are to be carried out identified in the Sub-Contract Particulars;

"Statutory Undertaker" means any local authority or statutory undertaker where executing work solely in pursuance of its statutory obligations, including any persons employed, engaged or authorised by it upon or in connection with that work;

"Sub-Contract" means the Sub-Contract Particulars, the Conditions and those Sub-Contract Documents stated in the Sub-Contract Particulars;

"Sub-Contract Documents" means the documents identified in the Sub-Contract Particulars;

"Sub-Contract Particulars" means the Sub-Contract Particulars to which these Conditions are attached;

"Sub-Contractor" means the person identified as such in the Sub-Contract Particulars;

"Sub-Contractor's Persons" means the Sub-Contractor's employees and agents and all other persons employed or engaged on or in connection with the Sub-Contract Works or any part of them or any other person properly on the Site in connection therewith excluding the Employer and his persons, the Contractor and his persons and any Statutory Undertaker;

"Sub-Contract Sum" means the sum stated as such in the Sub-Contract Particulars;

"Sub-Contract Works" means the works described in the Sub-Contract Particulars, as varied (where applicable) under clause 10 (Variations);

"Variation" has the meaning given to it in clause 10.1;

1.2 In this Sub-Contract, unless the context otherwise requires:

1.2.1 headings are included for convenience only and shall not affect the interpretation of this Sub-Contract;

1.2.2 the singular includes the plural and vice versa;

1.2.3 a gender includes any other gender;

1.2.4 a reference to a 'person' includes any individual, firm, partnership, company and any other body corporate; and

1.2.5 a reference to a statute, statutory instrument or other subordinate legislation ('legislation') is to such legislation as amended and in force from time to time, including any legislation which re-enacts or consolidates it, with or without modification.

1.3 Where under this Sub-Contract an act is required to be done within a specified period of days after or from a specified date, the period shall begin immediately

after that date. Where the period would include a day which is a Public Holiday that day shall be excluded.

2. SUB-CONTRACTOR'S OBLIGATIONS

2.1 The Sub-Contractor shall carry out and complete the Sub-Contract Works in accordance with the Sub-Contract Documents, with due diligence and in a good and workmanlike manner.

2.2 Not Used

2.3 Not Used

2.4 The Sub-Contractor shall provide everything required to carry out and complete the Sub-Contract Works, except for the items of attendance (if any) set out in the Sub-Contract Documents which the Contractor shall provide free of charge to the Sub-Contractor. If the Contractor supplies the Sub-Contractor with any plant, vehicles, handtools, protective clothing or any other matters or attendances, the Contractor shall charge the Sub-Contractor at the rates contained in the Contractor's price list from time to time in use which is available on request or such other reasonable rates as the Contractor shall determine. The Sub-Contractor acknowledges and agrees that the Sub-Contractor shall not be entitled to any extension of time to the Period for Completion; and/or any loss and/or expense arising from any loss of continuity of any items of attendance provided by the Contractor.

2.5 The Sub-Contractor shall comply with, and give all notices required by, any statute, any statutory instrument, rule or order or any regulation or bye-law applicable to the Sub-Contract Works. To the extent required by the Sub-Contract Documents, the Sub-Contractor shall pay any fees and charges payable in respect of the Sub-Contract Works to the extent that they are so required to do by the Sub-Contract Documents.

2.6 Employment Law

2.6.1 The Sub-Contractor shall at all times comply with all local and national laws relating to the employment eligibility of all personnel engaged by the Sub-Contractor, including but not limited to national laws;

2.6.2 The Sub-Contractor shall provide to the Contractor immediately upon request, all necessary employee records to demonstrate that the Sub-Contractor has complied with its obligations.

2.6.3 Not used.

2.6.4 The Sub-Contractor shall ensure that all personnel engaged by the Sub-Contractor in connection with the Sub-Contract Works have not been convicted of any criminal offence that affects their ability to perform the work for which they are engaged by the Sub-Contractor. The Sub-Contractor shall procure that the Contractor is kept advised at all times of any members of staff employed in connection with the Sub-Contract Works who are convicted of a criminal offence.

2.6.5 If requested by the Contractor, the Sub-Contractor shall perform a pre-employment reference check (the requirements of which shall be subject to the prior approval of the Contractor) on all personnel proposed to be engaged in connection with the Sub-Contract Works and shall ensure that such personnel meet the requirements of the reference checks.

2.6.6 The Sub-Contractor shall, at the request of the Contractor, cease to employ on the Sub-Contract Works any one or more of his personnel to whom the Contractor may reasonably object or whose presence on the Sub-Contract Works may contravene the requirements of the Sub-Contract or the Main Contract and the Sub-Contractor shall replace such personnel immediately, at the Sub-Contractor's expense, with others to whom the Contractor has no objection. Any cost, losses or expense incurred by reason of any delays to completion of the Sub-Contract Works caused by such replacement shall be borne by the Sub-Contractor.

2.7 Collateral Warranties

Not used

2.8 Performance Bond

Not Used

2.9 Parent Company Guarantee

Not Used

3. CONTRACTOR'S OBLIGATIONS

3.1 The Contractor shall comply with the H&S Regulations, shall provide sufficient access to the Site for the Sub-Contractor to perform his obligations under this Sub-Contract and shall not hinder or prevent the Sub-Contractor from performing such obligations.

4. MAIN CONTRACT

4.1 The Sub-Contractor shall be deemed to know the provisions of the Main Contract insofar as they apply to the Sub-Contract Works (other than details of the Contractor's pricing). The Contractor shall, if so requested by the Sub-Contractor, provide to the Sub-Contractor a copy of the Main Contract (omitting details of the Contractor's pricing).

4.2 The Sub-Contractor shall carry out and complete the Sub-Contract Works so that no act or omission of the Sub-Contractor shall result in any breach of the Main Contract by the Contractor.

4.3 The Sub-Contractor shall perform the obligations and assume the liabilities of the Contractor under the Main Contract to the extent that such obligations and liabilities relate to the Sub-Contract Works, and shall indemnify and hold harmless the Contractor from and against any breach, non-observance or non-performance by the Sub-Contractor or his employees or agents of any clauses 4.2 and 4.3.

4.4 The Sub-Contractor shall indemnify and hold harmless the Contractor against and from any claim, damage, loss or expense due to or resulting from any negligence or breach of duty on the part of the Sub-Contractor, his employees or

agents (including any misuse by him or them of any item of attendance or other property belonging to or provided by the Contractor).

5. HEALTH & SAFETY, QUALITY AND ENVIRONMENTAL COMPLIANCE

5.1 In carrying out the Sub-Contract Works, the Sub-Contractor shall comply and shall procure that the Sub-Contractor's Persons shall comply, at no cost to the Contractor, with:

5.1.1 all of the Employer's and the Contractor's health and safety, quality assurance and environmental policies and procedures, copies of which are available from the Contractor's site office, and the Sub-Contractor shall immediately inform the Contractor if any of such policies and procedures conflict with the requirements of any legislation which will prevail over such policies and procedures if there is any conflict;

5.1.2 all health and safety and environmental legislation relevant to the Sub-Contract Works and to the manner and circumstances in which the Sub-Contract Works are being carried out; and

5.1.3 all reasonable instructions of the Contractor to the extent necessary for compliance by the Contractor and the Sub-Contractor with such legislation as it affects the Sub-Contract Works.

5.1A.1 Not Used.

5.1A.2 Not Used.

5.2 Within the time reasonably required in writing by the Contractor, the Sub-Contractor shall provide to the Contractor such information in respect of the Sub-Contract Works as is reasonably necessary to demonstrate compliance by the Sub-Contractor with clauses 5.1.1, 5.1.2 and 5.1.3.

5.3 Without prejudice to any other rights and remedies the Contractor may have (whether under, pursuant to or arising out of this Sub-Contract, at common law, tort, under statute or otherwise), if the Sub-Contractor is in breach of its obligations under clause 5.1 the Contractor shall be entitled to suspend the performance of any or all of the Sub-Contract Works for such time or times and in such manner as the Contractor may specify and/or take such action as it reasonably considers is necessary until such breach has been remedied and the Contractor is satisfied that the Sub-Contractor is able to perform its obligations under this Sub-Contract. The Sub-Contractor shall reimburse to the Contractor any costs, losses, damages and/or expenses suffered or incurred by the Contractor as a result of the Contractor exercising its right under this clause 5.3 to suspend the performance of any or all of the Sub-Contract Works within fourteen (14) Business Days of the Contractor's demand for the same, and the Sub-Contractor shall not be entitled to make a claim for any extension of time to the period(s) for completion of the Sub-Contract Works and/or for any direct loss and/or expense as a result of the Contractor exercising its rights under this clause 5.3.

5.4 Each Party undertakes to the other in relation to the Main Contract Works and the Site duly to comply with the H&S Regulations. Without limitation, where the project that comprises or includes those works is notifiable under Regulations:

5.4.1 Not Used

5.4.2 Not Used;

5.4.3 the Sub-Contractor shall comply at no cost to the Employer or the Contractor with all reasonable requirements of the General Contractor relating to compliance by the Sub-Contractor with the H&S Regulations, and no extension of time shall be given in respect of such compliance; and

5.4.4 within the time reasonably required in writing by the Contractor, the Sub-Contractor shall provide to the Contractor such information in respect of the Sub-Contract Works as is reasonably necessary to enable the Contractor to comply with any obligations under the Main Contract relating to the health and safety file required by the H&S Regulations.

5.5 The Sub-Contractor shall carry out checks on the training and competency of the Sub-Contractor's Persons in respect of each element of the Sub-Contract Works and provide evidence of such checks as the Contractor may require.

5.6 The Sub-Contractor shall supply to the Contractor copies of any communications with the Health & Safety Authorities, the Environment Agency or Local Authorities which relate to any incidents at the Site which from time to time arise.

5.7 The Sub-Contractor warrants that it has and shall have sufficient resources to carry out the Sub-Contract Works in accordance with this Sub-Contract and the Sub-Contractor shall carry out the Sub-Contract Works with sufficient resources to enable it to comply with its obligations under this Sub-Contract.

6. THE SITE

6.1 The Sub-Contractor acknowledges and agrees that it is not entitled to exclusive possession of the Site and may be required to work in the same areas as other contractors or sub-contractors (whether employed by the Contractor or any other person), and to share any facilities or attendances made available by the Contractor with them and shall not be entitled to extra payment or time as a result. The Sub-Contractor also acknowledges that it may be required to carry out the Sub-Contract Works in occupied premises and the Sub-Contractor shall comply with all relevant access protocols of the Employer and the Contractor in carrying out such work.

6.2 The Sub-Contractor acknowledges and agrees that the Contractor shall have no responsibility to the Sub-Contractor for the security and safety of any temporary works, plant, tools, vehicles, equipment, clothing or other protective equipment or other property belonging to or provided by the Sub-Contractor or the Sub-Contractor's Persons whilst stored at the Contractor's premises or the Site.

6.3 Upon practical completion of the Sub-Contract Works, the Sub-Contractor shall properly clear up and leave the Sub-Contract Works and all areas made available to him for the purpose of carrying out the Sub-Contract Works, so far as used by him for that purpose, clean and tidy to the reasonable satisfaction of the Contractor.

6.4 The Sub-Contractor confirms that it is fully acquainted with the conditions at or affecting the Site and the area surrounding the Site. The Sub-Contractor shall satisfy itself with the suitability of any surfaces or previous work to which it is to fix or apply the Sub-Contract Works. If it is not so satisfied the Sub-Contractor shall notify the Contractor prior to commencing the Sub-Contract Works on Site and seek to Contractor's instructions.

7. COMMENCEMENT, PROGRESS AND COMPLETION

7.1 The Sub-Contractor shall commence the Sub-Contract Works on Site as per agreed date.

7.2 The Contractor shall determine and notify the Sub-Contractor in writing of the date when the Sub-Contract Works are practically complete.

7.3 The Sub-Contractor acknowledges that failure by the Sub-Contractor to comply with the provisions of clause 7.1 may cause delay and/or disruption to the Main Contract Works and/or any part thereof and/or may cause the Contractor to suffer or incur costs, losses, expenses and/or damages and the Sub-Contractor shall indemnify the Contractor for such costs, losses, expenses and/or damages.

7.4 If, in the opinion of the Contractor, the Sub-Contractor is failing to carry out the Sub-Contract Works or any part thereof in accordance with clause 7.1, the Contractor may, upon giving notice to the Sub-Contractor and without prejudice to any of the Contractor's other rights and remedies:

7.4.1 perform the Sub-Contract Works or the relevant part thereof, whether by itself or by others, and/or

7.4.2 issue instructions to the Sub-Contractor removing the relevant parts of the Sub-Contract Works from the Sub-Contract, and may employ others to carry out these sections; and in such event the price for the Sub-Contract Works shall be reduced by the value of the omitted parts,

provided that in the event that the Contractor takes such action under clause 7.4.1 and/or 7.4.2, the Contractor shall not be liable to the Sub-Contractor in respect of any loss of profit (whether directly or indirectly suffered or incurred) or any consequential loss or indirect losses or direct loss that may be suffered or incurred by the Sub-Contractor.

8. DEFECTS

8.1 The Contractor shall notify the Sub-Contractor of any defects that appear in the Sub-Contract Works during the Defects Rectification Period and the Sub-Contractor shall, at the Sub-Contractor's expense, make good such defects in accordance with all reasonable instructions and requirements of the Contractor.

8.2 Without prejudice to the generality of clause 8.1, the Sub-Contractor shall carry out and complete at his own cost all works to rectify defects in the Sub-Contract Works for which the Contractor has a liability under or arising from the Main Contract (whether or not such defects arise before or after practical completion of the Sub-Contract Works or are patent defects or are latent defects and in respect of which the limitation period under the Main Contract has not expired) and in accordance with all reasonable instructions and requirements of the Contractor.

9. CONTRACTOR'S INSTRUCTIONS

9.1 The Contractor may issue written instructions relating to this Sub-Contract and the carrying out of the Sub-Contract Works which the Sub-Contractor shall forthwith carry out.

9.2 If instructions are given orally, they shall, within five (5) Business Days, be confirmed in writing by the Contractor.

9.3 Except as provided in clause 10 (Variations), the Sub-Contractor shall not be entitled to any additional payment in respect of instructions from the Contractor.

9.4 If within three (3) days after receipt of a written notice from the Contractor requiring compliance with an instruction, the Sub-Contractor does not comply, then the Contractor may employ and pay other persons to execute any work whatsoever or perform such actions which may be necessary to give effect to that instruction. The Sub-Contractor shall be liable for all additional costs incurred by the Contractor in connection with such employment and an appropriate deduction shall either be taken into account in the next instalment of the Sub-Contract Sum or be recoverable by the Contractor from the Sub-Contractor as a debt.

10. VARIATIONS

10.1 The Sub-Contractor shall carry out any reasonable variation of the Sub-Contract Works that is instructed in writing by the Contractor (a "Variation"). The Sub-Contractor shall forthwith carry out any instruction requiring a Variation notwithstanding the fact that the Contractor may not have finalised the valuation of such Variation.

10.2 The Parties shall seek to agree the valuation of any Variations, each acting reasonably, failing which Variations shall be valued by the Contractor on a fair and reasonable basis, with reference to, where available and relevant, rates and prices in the Pricing Documents.

10.3 As part of the valuation of a Variation, the Sub-Contractor shall be paid any direct loss and/or expense incurred by the Sub-Contractor due to the regular progress of the Sub-Contract Works being affected by compliance with any Variation, provided always that the Sub-Contractor provides written notification (including reasonable and proper particulars) to the Contractor as soon as reasonably practicable and in any event within seven (7) days of such progress being affected. The Contractor shall determine the fair and reasonable amount of that direct loss and/or expense.

10.4 The Sub-Contractor shall not make any alteration to the Sub-Contract Works, other than pursuant to clause 10.1.

11. EXTENSIONS OF TIME

11.1 If and whenever it becomes reasonably apparent that the commencement, progress or completion of the Sub-Contract Works is being or is likely to be delayed, the Sub-Contractor shall forthwith give written notice to the Contractor of the material circumstances, including, insofar as the Sub-Contractor is able, the cause or causes of the delay and whether or not the Sub-Contractor believes that such cause or causes entitle the Sub-Contractor to an allowance of time under clause 11.5.

11.2 In respect of each circumstance and/or cause identified in any notice given by the Sub-Contractor under clause 11.1, the Sub-Contractor shall, if practicable in such notice or otherwise in writing as soon as possible thereafter, give particulars of its expected effects, including an estimate of any expected delay in the completion of the Sub-Contract Works.

11.3 The Sub-Contractor shall forthwith notify the Contractor in writing of any material change in the estimated delay or in any other particulars and supply such further information as the Contractor may at any time reasonably require.

11.4 The Sub-Contractor shall provide the notices and information referred to in clauses 11.1 to 11.3 to the Contractor is sufficient time to enable the Contractor to comply with its obligations and claim its entitlements under the Main Contract.

11.5 Following receipt of the notices and information referred to in clauses 11.1 to 11.3, if the Contractor properly considers that completion of the Sub-Contract Works has been, is being or is likely to be delayed beyond the Period for Completion stated in the Sub-Contract Particulars by the ordering of any Variation of the Sub-Contract Works or for any other reason not within the control of the Sub-Contractor, the Contractor shall, as soon as he is able to estimate the length of the delay beyond the Period for Completion and/or any other milestone / stage completion dates stated in the Sub-Contract Particulars, by notice to the Sub-Contractor give a fair and reasonable extension to the Period for Completion and/or any other milestone / stage completion dates stated in the Sub-Contract Particulars. Provided that, but except in respect of any delay in completion of the Sub-Contract Works that is caused by an act or omission of the Contractor, the Contractor shall only grant such extension to the Period for Completion to the extent that the Contractor receives an extension to the relevant period for completion of the Main Contract Works under the Main Contract. For the avoidance of doubt, reasons within the control of the Sub-Contractor include, but are not limited to, any default of the Sub-Contractor or of others employed or engaged by or under him or in connection with the Sub-Contract Works and of any supplier of goods or materials for the Sub-Contract Works. For the purposes of this Sub-Contract, reasons not within the control of the Sub-Contractor do not include

the occurrence of any events for which the Contractor is not entitled to an extension of time under the Main Contract (other than in respect of an act or omission of the Contractor).

11.6 The Sub-Contractor shall constantly use his best endeavours to prevent or minimise any delay in the progress of the whole or any part of the Sub-Contract Works.

12. INSURANCE AND INDEMNITY

12.1 The Sub-Contractor shall take out and maintain insurances as required in the Sub-Contract Particulars or any other Sub-Contract Documents.

12.2 At the same time as executing this Sub-Contract, the Sub-Contractor shall provide to the Contractor certificates of verification of insurance cover confirming that any/all insurance policies which are, or will be, required to be taken out and/or maintained by the Sub-Contractor under this Sub-Contract are in place, both upon the required terms and also at the required levels set out in the Sub-Contract Particulars.

12.3 If the Sub-Contractor defaults in taking out or in maintaining or fails to provide evidence that it has taken out and is maintaining, any insurance which this Sub-Contract requires the Sub-Contractor to take out and/or maintain, the Contractor may himself insure against any liability or expense which he may incur as a result of such default and the amount paid or payable by him in respect of premiums therefore may be deducted from any monies due or to become due to the Sub-Contractor under this Sub-Contract or shall be recoverable from the Sub-Contractor as a debt.

12.4 Without prejudice to any other provisions of this Sub-Contract, the Sub-Contractor shall indemnify and hold the Contractor harmless from all liability of any nature whatsoever caused by the Sub-Contractor's acts, omissions default or negligence in any way relating to this Sub-Contract or arising out of or in connection with the Sub-Contract Works, except to the extent that any such liability arises as a direct result of any act, omission, negligence or breach of statutory duty by the Contractor. For the avoidance of doubt the above indemnity includes but is not limited to statutory levies or to any liability whatsoever in relation to third parties, property and/or any of the Sub-Contractor's employees, servants or agents.

13. PAYMENTS – DUE DATES AND AMOUNTS

13.1 It is a condition precedent to any payment becoming due under this Sub-Contract to the Sub-Contractor that the Sub-Contractor has procured and delivered to the Contractor each of the following documents:

13.1.1 a copy of the Sub-Contract Order Particulars properly executed by the Sub-Contractor;

13.1.2 any collateral warranties required to have been provided prior to the date when the relevant sum becomes due under and in accordance with clause 2.7;

13.1.3 any other document required to be provided by the Sub-Contractor as a condition precedent to payment under this Sub-Contract; and

13.1.4 a properly completed VAT invoice in respect of all previous payments made (insofar as not already supplied to the Contractor),

13.1.5 and the Sub-Contractor acknowledges that, unless and until such documents are provided, no sums shall be due to the Sub-Contractor under this Sub-Contract and in such circumstances the Sub-Contractor acknowledges and agrees that he is working at risk. Provided that the Contractor may at its sole discretion temporarily waive any part of this provision but may at any time thereafter insist upon compliance by the Sub-Contractor with this clause 13.1 notwithstanding such temporary waiver and may withhold from the Sub-Contractor or recover as a debt sums paid whilst the Contractor temporarily waived its rights.

13.2 The Sub-Contractor shall make applications for interim payment as follows:

13.2.1 Not Used.

13.2.2 The Sub-Contractor shall be entitled to make an application for interim payment at the intervals stated in the Sub-Contract Particulars or, where used, on the dates stated in any Schedule of Application Dates attached to the Sub-Contract Particulars (or where no such dates are stated, on the first Business Day of each month).

13.3 Each application for interim payment shall include:

13.3.1 the order number assigned to the Sub-Contract quoted in the Sub-Contract Particulars;

13.3.2 a brief, but clear, description of each element of the works carried out and the materials and goods delivered to or adjacent to the Main Contract Works for incorporation therein as at the due date;

13.3.3 a statement of the sum that the Sub-Contractor considers to be due to him in accordance with clause 13.5 or 13.6 (as applicable) at the due date and the basis on which that sum is calculated;

13.3.4 supporting documentation evidencing the carrying out of such works and/or the delivery of such materials;

13.4 Interim payments shall become due for payment ten (10) Business Days after the date of receipt by the Contractor of the Sub-Contractor's application under clause 13.2.1 or 13.2.2, provided such application complies with the requirements of clause 13.3.

14. PAYMENTS – FINAL DATE AND NOTICES

14.1 Subject to clauses 14.4 and 14.7, the payer shall pay any sum that is due for payment by the final date for payment of that sum. The final date for each payment shall be as stated in the Sub-Contract Particulars.

15. SUSPENSION
NOT USED.

16. TERMINATION BY CONTRACTOR

16.1 For the purposes of this Sub-Contract:

16.1.1 notice of termination of the Sub-Contractor's employment under this Sub-Contract shall not be given unreasonably or vexatiously;

16.1.2 such termination shall take effect on receipt of the relevant notice;

16.1.3 each notice referred to in this clause 16 shall be in writing and delivered by hand or sent by special or recorded delivery, and where given by special or recorded delivery it shall, subject to proof to the contrary, be deemed to have been received on the second Business Day after the date of posting;

16.1.4 the provisions of this clause 16 are without prejudice to any other rights and remedies at common law, under this Sub-Contract or otherwise, which the Contractor may possess; and

16.1.5 irrespective of the grounds of termination, the Sub-Contractor's employment under this Sub-Contract may at any time be reinstated if and on such terms as the Parties may agree.

16.2 If, in the opinion of the Contractor, the Sub-Contractor:

16.2.1 fails to proceed regularly and diligently with the performance of his obligations under this Sub-Contract;

16.2.2 without reasonable cause, wholly or substantially suspends the carrying out of the Sub-Contract Works;

16.2.3 fails to comply with its obligations or breaches any of the warranties under clause 5;

16.2.4 fails to comply with clause 19.2;

16.2.5 refuses or neglects to comply with an instruction from the Contractor requiring him to remove any work, materials or goods not in accordance with this Sub-Contract and by such refusal or negligence the Main Contract Works are materially affected;

16.2.6 evidences an intention not to commence and/or complete the Sub-Contract Works in accordance with this Sub-Contract; or

16.2.7 is otherwise in material breach of his obligations under this Sub-Contract,

16.2.8 then the Contractor may give written notice to the Sub-Contractor which specifies the default and requires it to be remedied within seven (7) days of the date of the notice. If the Sub-Contractor does not so remedy the default within seven (7) days, the Contractor may terminate the Sub-Contractor's employment under this Sub-Contract in whole or in part by giving a further written notice.

16.3 If:

16.3.1 in respect of the Sub-Contractor:

(a) it enters administration (or any notice of intention to appoint an administrator is given or if such notice is given by its directors or by a qualifying floating charge holder;

(b) an administrative receiver or a receiver or manager of its property is appointed;

(c) a resolution for voluntary winding-up without a declaration of solvency is passed; or

(d) a winding-up order is made;

16.3.3 the Sub-Contractor is an individual and

(a) a bankruptcy order is made against him; or

(b) sequestration of his estate is awarded; or;

16.3.4 the Sub-Contractor

(a) enters into an arrangement, compromise or composition in satisfaction of his debts (excluding a scheme of arrangement as a solvent company for the purposes of amalgamation or reconstruction) or

(b) is a partnership and each partner is the subject of an individual arrangement or any other event or proceedings referred to in this Clause 16.3.4; or

16.3.5 any event or proceedings analogous to those set out in clauses 16.3.1 to 16.3.4 occurs in respect of the Sub-Contractor in any jurisdiction outside England

and Wales.

the Contractor may at any time terminate the Sub-Contractor's employment under this Sub-Contract by giving a written notice to the Sub-Contractor.

16.4 The Sub-Contractor shall immediately notify the Contractor if he makes any proposal, gives notice of any meeting or becomes the subject of any proceedings or appointment relating to any of the matters referred to in clauses 16.3.1-16.3.5.

16.5 As from the date the Sub-Contractor suffers or incurs any of the matters referred to in clauses 16.3.1-16.3.5, whether or not the Contractor has given such notice of termination:

16.5.1 the Sub-Contractor's obligations to carry out and complete the Sub-Contract Works shall be suspended; and

16.5.2 the Contractor may take reasonable measures to ensure that the Sub-Contract Works and any confirmed materials and goods which are intended for incorporation therein are retained on site, and the Sub-Contractor shall allow and shall not hinder or delay the taking of those measures.

16.6 The Contractor shall be entitled by written notice to the Sub-Contractor to terminate the Sub-Contractor's employment, under this Sub-Contract or any other contract with the Contractor if, in relation to this Sub-Contract or any other such contract, the Sub-Contractor shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any action in relation to the obtaining or execution of this Sub-Contract or any other contract with the Contractor, or for showing or forbearing to show favour or disfavour to any person in relation to this Sub-Contract or any other contract with the Contractor, or if the like acts shall have been done by any person employed by it or acting on its behalf (whether with or without the knowledge of the Sub-Contractor) or if, in relation to

this SubContract or any other contract with the Contractor, the Sub-Contractor or any person employed by it or acting on its behalf shall have committed an offence. 16.7 If the Sub-Contractor's employment under this Sub-Contract is terminated under clauses 16.2, 16.3 or 16.6:

16.7.1 the Contractor may employ and pay other persons to carry out and complete the SubContract Works and to make good any defects of the kind referred to in clause 8, and he and they may enter upon and take possession of the Sub-Contract Works and (subject to obtaining any necessary third party consents) may use all the Sub-Contractor's temporary buildings, plant, tools, equipment and site materials intended for incorporation in the SubContract Works for those purposes; 16.7.2 the Sub-Contractor shall:

(a) when required in writing by the Contractor to do so (but not before), remove or procure the removal from the site of any temporary buildings, plant, tools, equipment, goods and materials belonging to the Sub-Contractor or the SubContractor's Persons; and

(b) if so required by the Contractor within fourteen (14) days of the date of termination, assign (so far as assignable and so far as he may be lawfully required to do so) to the Contractor, without charge, the benefit of any agreement for the supply of materials or goods and/or for the execution of any work for the purposes of this Sub-Contract;

16.7.3 subject to clause 16.7.5, the provisions of clause 16.7.4 shall thereupon apply and the other provisions of this Sub-Contract which require any further payment or any release of any monies retained under clause 13 shall cease to apply;

16.7.4 subject to clause 16.7.5, upon completion of the Sub-Contract Works and the making good of defects of the kind referred to in clause 8 or earlier termination of the Sub-Contractor's employment, howsoever arising, the Sub-Contractor may apply to the Contractor and the Contractor shall pay to the Sub-Contractor the value of any work executed or goods and materials supplied by the Sub-Contractor to the extent not included in previous payments and, without prejudice to his other rights, the Contractor may deduct therefrom the amount of any direct loss and/or damage caused to the Contractor as a result of the termination and any other amounts payable to the Contractor under this Sub-Contract and, to the extent that the amounts due to the Contractor exceed the amounts due to the SubContractor, the balance shall be recoverable from the Sub-Contractor as a debt; and

16.7.5 notwithstanding the provisions of clause 16.7.3 and 16.7.4, in the event of the SubContractor's employment under this Sub-Contract being terminated under clause 16.3, the provisions of this Sub-Contract which require any further payment or any release of any monies retained under clause 13 shall cease to apply until there has been secured to the Contractor's satisfaction the performance of the Sub-Contractor's obligations under or arising from this Sub-Contract insofar as they

remain to be performed (including the SubContractor's actual or contingent liability to remedy defects in accordance with clause 8) or until the Contractor ceases to have a liability under or arising from the Main Contract for defects in the Sub-Contract Works whichever is the sooner.

17. TERMINATION OF THE MAIN CONTRACT

17.1 If the Contractor's employment under the Main Contract is terminated, the SubContractor's employment under this Sub-Contract shall thereupon terminate and the Contractor shall notify the Sub-Contractor.

17.2 If the Sub-Contractor's employment is terminated under clause 17.1:

17.2.1 the provisions of this clause 17.2 shall thereupon apply and the other provisions of this Sub-Contract which require any further payment or any release of retention to the Sub-Contractor shall cease to apply;

17.2.2 the Sub-Contractor shall with all reasonable dispatch remove or procure the removal from the Site of any temporary buildings, plant, tools and equipment belonging to the SubContractor and Sub-Contractor's Persons and, subject to the provisions of clause 17.2.5, all goods and materials (including those intended for incorporation in the Sub-Contract Works);

17.2.3 the Sub-Contractor shall with reasonable dispatch prepare and submit to the Contractor an account setting out the amounts referred to in clauses 17.2.3(a) and 17.2.3(b) and, if applicable, clause 17.2.3(c), namely:

(a) the total value of work properly executed at the date of termination of the SubContractor's employment, ascertained in accordance with these Conditions as if the employment had not been terminated, together with any other amounts due to the Sub-Contractor under these Conditions (whether ascertained before or after the date of termination);

(b) the cost of materials or goods (including those intended for incorporation in the Sub-Contract Works) properly ordered for the Sub-Contract Works for which the Sub-Contractor then has paid or is legally bound to pay; and

(c) the reasonable cost of removal under clause 17.2.2;

17.2.4 clause 17.2.3 shall not apply if the Contractor's employment under the Main Contract is terminated as a consequence of any breach of this Sub-Contract by the Sub-Contractor;

17.2.5 after taking into account amounts previously paid to the Sub-Contractor under this Sub-Contract, the Contractor shall pay to the Sub-Contractor the amount properly due in respect of the account within 28 days of its submission by the Sub-Contractor to the Contractor, without deduction of any retention and payment by the Contractor for any such materials and goods as are referred to in clause 17.2.2 shall be subject to such materials and goods thereupon becoming the Contractor's property.

18. SETTLEMENT OF DISPUTES

18.1 NOT USED

19. GENERAL

19.1 The Parties hereby confirm that, notwithstanding any other provision of this Sub-Contract, this Sub-Contract shall not and shall not purport to confer on any third party any rights to enforce any term of the Sub-Contract and the Parties may by agreement rescind or vary this Sub-Contract without the consent of or need to give notice to any person not party to it.

19.2 The Sub-Contractor shall not without the prior written consent of the Contractor:

19.2.1 make any assignment of the benefit of the whole or any part of this Sub-Contract nor sublet the whole or any part of the Sub-Contract Works;

19.2.2 assign the right to any payment by the Contractor to the Sub-Contractor to a debt factor or similar agency;

19.2.3 in any way encumber or charge any of the goods, materials or equipment which are to be used or incorporated into the Sub-Contract Works, and the Sub-Contractor warrants that it shall have the capacity to transfer good and unencumbered title to all goods, materials and equipment used in the Sub-Contract Works to the Contractor; or

19.2.4 sub-contract the whole of any part of the Sub-Contract Works

19.3 The Sub-Contractor shall not during the period of its employment under this Sub-Contract or at any time after the expiry or termination of this Sub-Contract or of the Sub-Contractor's employment hereunder disclose to any person (other than essential employees in the proper course of their duties, the Sub-Contractor's suppliers and sub-contractors and legal or other advisors, law enforcement or other regulatory bodies) any information not already in the public domain relating to this Sub-Contract, the Sub-Contract Works, the Main Contract Works and the business of the Contractor and the Employer. The Sub-Contractor shall ensure that any persons having access to such information are aware of these obligations and are similarly bound.

19.4 The Sub-Contractor shall not without the prior written approval of the Contractor take or permit to be taken any photographs of the Sub-Contract Works or the Main Contract Works for use in any publicity or advertising or publish alone or in conjunction with any other person, any articles, photographs or other illustrations in any publication journal or newspaper or any radio or television programme or internet site in relation to the SubContract Works or the Main Contract Works or any part thereof.

19.5 In the event there is any conflict, ambiguity or discrepancy between or within the SubContract Particulars, these Conditions or any of the other Sub-Contract Documents, the Sub-Contractor shall notify the Contractor as soon as reasonably practicable and the conflict, ambiguity or discrepancy shall be dealt with as directed by the Contractor. For the avoidance of doubt, no such direction of the Contractor

shall entitle the Sub-Contractor to any additional payment or an extension of time to the Period for Completion.

19.6 To be effective, any notices to be served by the Sub-Contractor on the Contractor under this Sub-Contract shall be given in writing and delivered either by hand, special or recorded delivery, first class post or fax to the address for notices of the Contractor given in the SubContract Particulars. To be effective any notices to be served by the Contractor on the Sub-Contractor under this Sub-Contract may be served by an effective means (including electronic or otherwise).

19.7 This Sub-Contract contains the entire agreement between the Parties concerning its subject matter. Any previous understanding, agreement (including, but not limited to, any letter of intent between the Parties), representation or warranty relating to that subject matter is superseded and replaced by this Sub-Contract and has no further effect.

19.8 The Parties acknowledge and agree that the terms and conditions of this Sub-Contract shall be deemed to apply to all work undertaken by the Sub-Contractor for the Contractor in connection with the Sub-Contract Works (whether under a letter of intent or otherwise) and applies whether or not the work was undertaken prior to the date of this Sub-Contract. The Sub-Contractor acknowledges that any payment made by the Contractor to the Sub-Contractor prior to the date of this Sub-Contract (whether under a letter of intent or otherwise) relating to the Sub-Contract Works forms part of the Sub-Contract Sum, and such amount shall be deducted from the amount of the first interim payment to the Sub-Contractor under this Sub-Contract.

19.9 Notwithstanding the method of execution of this Sub-Contract, the Contractor and the Sub-Contractor acknowledge and agree that:

19.9.1 notwithstanding any provisions of the Limitation Act 1980 to the contrary, any action or proceedings arising out of or in connection with any breach of this Sub-Contract may be commenced up and until the date that is twelve (12) years from the date upon which the Main Contract Works are certified as being practically complete under the Main Contract; and

19.9.2 neither the Contractor nor the Sub-Contractor shall be entitled, and the Contractor and the Sub-Contractor hereby waive any right they may have, to rely on, plead or claim any defence of limitation that may otherwise be available to either party in respect of any action or proceedings arising out of or in connection with any breach of this Sub-Contract, save in respect of any such action or proceedings that is or are commenced after the date that is twelve (12) years from the date upon which the Main Contract Works are certified as being practically complete under the Main Contract.

19.9.3 This Sub-Contract shall be governed by and construed in accordance with the laws of England and Wales.

19.10 The Sub-Contractor shall provide such details of any subcontractor he wishes to engage and copies of the sub-contract as the Contractor may require.

20. ANTI-BRIBERY

20.1 The Sub-Contractor shall:

20.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption;

20.1.2 not engage in any activity, practice or conduct which would constitute an offence

20.1.3 comply with the Contractor's ethics, anti-bribery and anti-corruption policies as the Contractor may update them from time to time (the "Relevant Policies").

20.1.4 have and shall maintain in place throughout the term of this Sub-Contract its own policies and procedures, including but not limited to adequate procedures, to ensure compliance with the Relevant Requirements, the Relevant Policies and clause 20.1.2, and will enforce them where appropriate;

20.1.5 promptly report to the Contractor any request or demand for any undue financial or other advantage of any kind received by the Sub-Contractor in connection with the performance of this Sub-Contract;

20.1.6 immediately notify the Contractor (in writing) if a foreign public official becomes an officer or employee of the Sub-Contractor or acquires a direct or indirect interest in the Sub-Contractor (and the Sub-Contractor warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this agreement); and

20.1.7 within one (1) month of the date of this Sub-Contract, and annually thereafter throughout the term of this Sub-Contract, certify to the Contractor in writing signed by an officer of the Sub-Contractor, compliance with this clause 20 by the Sub-Contractor and all persons associated with it under clause 20.2. The Sub-Contractor shall provide such supporting evidence of compliance as the Contractor may reasonably request.

20.2 The Sub-Contractor shall ensure that any person associated with the Sub-Contractor who is performing works or services or providing goods in connection with this Sub-Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Sub-Contract in this clause 20 (the "Relevant Terms"). The Sub-Contractor shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Contractor for any breach by such persons of any of the Relevant Terms.

21. MODERN SLAVERY ACT AND IMMIGRATION ACT COMPLIANCE

21.1 In performing its obligations under this Sub-Contract, the Sub-Contractor shall:

21.1.1.1 comply with all applicable anti-slavery, human trafficking laws and illegal worker statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery law;

21.1.2 comply with the Contractor's Modern Slavery & Human Trafficking Policy Statement;

21.1.3 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery law;

21.1.4 include in its contracts with its subcontractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 21; and

21.1.5 submit to the Contractor where required by the Modern Slavery law a copy of its statement.

21.2 The Sub-Contractor shall notify the Contractor as soon as it becomes aware of:

21.2.1 any breach, or potential breach, of the Modern Slavery laws or of the Contractor's Modern Slavery & Human Trafficking Policy Statement; or

21.2.2 any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Sub-Contract.

21.3 The Sub-Contractor represents and warrants that neither the Sub-Contractor nor any of its officers, employees or other persons associated with it:

21.3.1 has been convicted of any offence involving slavery and human trafficking; or

21.3.2 has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

21.4 The Sub-Contractor shall implement due diligence procedures for its subcontractors, suppliers and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

21.5 The Sub-Contractor shall:

21.5.1 conduct a programme of training for officers, employees, agents, subcontractors and other members of its supply chain that ensures compliance with the Contractor's Modern Slavery & Human Trafficking Policy Statement; and

21.5.2 keep records of all training offered and completed by its officers, employees, agents, subcontractors and other members of their supply chain and make these records available when required by the Contractor.

21.6 The Sub-Contractor shall:

21.6.1 maintain a complete set of records to trace the supply chain of all goods, materials and services provided to the Contractor in connection with this Sub-Contract; and

21.6.2 permit the Contractor and its third party representatives, on reasonable notice during normal business hours, but without notice in case of any reasonably

suspected breach, to have access to and take copies of the Sub-Contractor's records and any other information and to meet with the Sub-Contractor's personnel to audit the Sub-Contractor's compliance with its obligations under clauses 21.1 to 21.7 inclusive; and

21.6.3 implement annual audits of its compliance and its direct subcontractors' and suppliers' compliance with the Contractor's Modern Slavery & Human Trafficking Policy, either directly or through a third party auditor.

21.7 The Sub-Contractor shall indemnify the Contractor against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, the Contractor as a result of any breach of clause 21.

22. DRUGS AND ALCOHOL POLICY

22.1 In performing its obligations under this Sub-Contract, the Sub-Contractor shall comply with the Contractor's Drugs and Alcohol Policy as if the Sub-Contractor's "Personnel" (being the Sub-Contractor's personnel that are engaged on the Works/in performing the Services, or otherwise attend a OMAC Fire BVBA site, including employees, agency or contractor staff, and personnel within the Sub-Contractor's supply chain of any tier) were employees of the Contractor, and shall place necessary contractual obligations upon its Personnel in order to give effect to the Contractor's Drugs and Alcohol Policy in this way. The Sub-Contractor acknowledges that compliance with this requirement is a condition of entry onto any OMAC Fire site or premises, and any client premises where relevant works or services are being performed by Personnel. The Drugs and Alcohol Policy shall be communicated to all SubContractor Personnel by the Sub-Contractor.

22.2 As a minimum (but this list is not exhaustive) no Personnel of the Sub-Contractor shall, in performing any of the Sub-Contractor's obligations in relation to this Sub-Contract:

22.2.1 report or try to report for work when unfit due to alcohol or drugs (whether illegal or not) or substance abuse;

22.2.2 be in possession of illegal drugs in the workplace; or

22.2.3 supply others with illegal drugs in the workplace; or

22.2.4 consume alcohol or illegal drugs or abuse any substance whilst at work.

22.3 The Sub-Contractor acknowledges and agrees that random testing will be carried out throughout the workforce of the Contractor and the Personnel of the Sub-Contractor. A refusal by any individual to take part in such testing when requested shall be considered as a failed test and will result in disciplinary action.

The Contractor is entitled to remove the offending employee from the site and/or further involvement with the Project without liability to the Sub-Contractor (including in relation to any extension of time or any claim for loss and expense) and the Sub-Contractor shall indemnify and hold harmless the Contractor in relation to any

claim, damage, loss or expense that arises from its employees who are in breach of the Drugs and Alcohol Policy.

23. ANTI-FACILITATION OF TAX EVASION

23.1 The Sub-Contractor shall:

23.1.1 not engage in any activity, practice or conduct which would constitute either:

- (a) a tax evasion facilitation offence
- (b) a foreign tax evasion facilitation offence

SUPPLEMENTAL CONDITION A (DESIGN)

A1 APPLICATION OF SUPPLEMENTAL CONDITION A

Not Used

A2 DESIGN OBLIGATIONS

Not used

A3 COPYRIGHT

A3.1 The copyright in all drawings, reports, specifications, bills of quantities, calculations and other similar documents provided by the Sub-Contractor in connection with the project comprising the Main Contract Works shall remain vested in the Sub-Contractor but the Sub-Contractor grants to the Contractor and its nominees with full title guarantee a non-exclusive irrevocable royalty free licence to copy and use such drawings and other documents and to reproduce the designs contained in them for any purpose related to the Main Contract Works including (but without limitation) the construction, completion, maintenance, letting, promotion, advertisement, reinstatement, extension and repair of the project comprising the Main Contract Works. Such licence shall include a licence to grant sub-licences and to transfer the same to third parties.

A3.2 The Sub-Contractor shall not be liable for any such use by the Contractor or its nominees of any drawings and other documents for any purposes other than those for which they were originally prepared by the Sub-Contractor.

A4 PROFESSIONAL INDEMNITY INSURANCE

A4.1 The Sub-Contractor shall maintain professional indemnity insurance covering (inter alia) all liability hereunder upon customary and usual terms and conditions prevailing for the time being in the insurance market, and with reputable insurers lawfully carrying on such insurance business in the United Kingdom, in an amount of not less than the amount stated in the Sub-Contract Particulars for a period beginning now and ending 12 years after the date of practical completion of the Main Contract Works, provided always that such insurance is available at commercially reasonable rates.

A4.2 Any increased or additional premium required by insurers by reason of the Sub-Contractor's own claims record or other acts, omissions, matters or things particular to the Sub-Contractor shall be deemed to be within commercially reasonable rates.

A4.3 The Sub-Contractor shall immediately inform the Contractor if such insurance ceases to be available at commercially reasonable rates in order that the Sub-Contractor and the Contractor can discuss means of best protecting their respective positions in the absence of such insurance.

A4.4 As and when reasonably requested to do so by the Contractor the Sub-Contractor shall produce for inspection documentary evidence (including, if required by the Contractor, the original of the relevant insurance documents) that his professional indemnity insurance is being maintained.

A4.5 The above obligations in respect of professional indemnity insurance shall continue notwithstanding termination of this Sub-Contract or the Sub-Contractor's employment under it for any reason whatsoever, including (without limitation) breach by the Contractor.

2.2 SCOPE OF WORKS

1. The Sub-Contractor warrants that he has visited the site and has included in the sub-contract for the nature of the site and also that he has examined the Architect's Engineer's and Contractor's drawings and specification and satisfied himself regarding the accuracy of these. The Sub-Contractor shall not be entitled to any payment for extras or delays which, in the opinion of the Contractor, arise out of the Sub-Contractor's failure to carry out this examination.

2. The Sub-Contractor will be responsible for installations only of the fire protection systems as provided to him by the OMAC.

3. No access platforms and ladders, shall be provided by the Sub-Contractor at his own cost. This is provided by OMAC Fire. Whether or not the Sub-Contractor has done so, he will be deemed to have inspected and examined all plant and equipment (if any) by provided the Contractor and to have satisfied himself that it is in good working order, that it is safe and fit for use and that it complies with all statutory requirements. The Sub-Contractor shall use the said plant and equipment in a proper, responsible and safe manner. The Contractor shall not have any liability whatsoever for any claims howsoever arising from the use of the said plant and equipment whether due to a defect in the plant and equipment or otherwise and the Sub-Contractor shall fully indemnify the Contractor against all such claims.

Everything else required to complete the scope of works is by the Sub Contractor.

4. The Sub-Contractor will in and during the course of the execution and completion of the Sub-Contract works:-

employ only appropriate labour and supervision and in compliance with local Labour laws; ii) works the hours specified unless otherwise previously agreed with the Contractor; iii) provide that his staff will use the Contractor's time clock or other arrangement provided such arrangement is previously agreed; iv) keep on site at all times an experience and competent foreman; v) comply with all statutory requirements and regulations regarding the employment of his labour force and shall permit the Contractor at all reasonable times to have access to his books and records for the purpose of vouching payment of wages and the statutory deductions therefrom; vi) remove from the site on being requested so to do by the Contractor any employee or employees. vii) remove from the site on being required so to do by the Contractor any employee or employees. viii) Ensure all employees including sub Sub-Contractors are members of a Pension Scheme.

5. The Sub-Contractor in executing and completing the Sub-Contractor's works, will comply, at all times and at his own expense with all safety and security regulations on site including the welding and other regulations specified in the Seventh Schedule hereof (the details of which he acknowledges has been made known to him) and with all applicable statutory and regulatory requirements of local, national or EU law in particular and without prejudice to the generality of the foregoing, with the provisions of the Safety, Health and Welfare at Work Laws. He will also operate a safe system of work. In addition, he will at all times operate in compliance with directions given to him from time to time by the Contractor and/or the Main Contractor's Safety Officer, the cost of compliance with such addition all directions shall be included in his sub-contract.

6. All, tools, expendables and consumables necessary to complete the works is provided by the sub contractor. The Sub-Contractor also provides safety shoes, gloves, PPE and goggles, landyards and any other safety requirements.

7. All employees to have a current skill cards & relevant national documentation for working on the site as required by the General Contractor.

TERMS AND CONDITIONS

1. In these Conditions:

"Contract"

means the contract for the supply by the Supplier to OMAC of the Goods, as embodied in the Order and these Conditions.

"Conditions"

means these terms and conditions.

"Delivery Address"

means the delivery address specified in the Order.

"Order"

means OMAC Supply of Goods Order and/or Purchase Order, appended hereto.

"Goods"

means the goods which are the subject of the Order, as further detailed therein.

"OMAC"

means OMAC, as detailed in the Order.

"Modern Slavery & Human Trafficking Policy Statement"

means OMAC policy statements and guidance relating to anti-slavery and human trafficking as updated from time to time.

"Specification"

means the specification (if any) referred to in the Order and/or appended to the Order.

"Supplier"

means the person, firm or company to whom the Order is issued.

2. The Order constitutes an offer by OMAC to purchase the Goods in accordance with these Conditions.

3. The Conditions shall govern the Contract to the exclusion of any other terms and conditions (including any terms and conditions of sale put forward by the Supplier or which are implied by trade, custom, practice or course of dealing).

4. The Order shall be deemed to be accepted these conditions will take precedent over any other conditions. Any conflict or divergence between terms and conditions then these conditions will take precedent.

5. The Supplier warrants that the Goods shall (a) correspond with their description and be in accordance with the Specification; (b) be of satisfactory quality (within the meaning of the Sale of goods and supply of Services Act 1980, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by OMAC expressly or by implication (and in this respect OMAC relies on the Supplier's skill and judgment); (c) be free from defects in design, material and workmanship; (d) comply with all applicable statutory and regulatory requirements, all relevant codes of practice and all relevant British and European Standards and (e) comply with all OMAC policies.

6. Without prejudice to clause 5 the Goods shall in all cases be to the satisfaction of

OMAC and shall be supplied with a COSHH Data Sheet where applicable.

7. The Supplier shall ensure that at all times it has and maintains all the licensee, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract. The Supplier shall comply with any OMAC policies regarding tax and all law relating to tax evasion. OMAC shall be entitled to audit the Supplier at any time regarding such compliance.

8. OMAC shall have the right to inspect and test the Goods at any time before delivery. If following such inspection or testing OMAC considers that the Goods do not comply or are unlikely to comply with the Supplier's warranties and/or specifications, OMAC shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance. Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and OMAC shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

9. The price of the Goods shall be the price set out in the Order. The price of the Goods is exclusive of amounts in respect of value added tax (VAT), but includes the costs of packaging, insurance and carriage of the Goods to the Delivery Address. No extra charges, nor any variation or alteration of any kind to the price stated in the Order, shall be effective unless agreed in writing and signed by OMAC. OMAC shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods.

9.1. The Supplier may invoice OMAC for the Goods on or at any time after the end of the calendar month during which delivery of the Goods was completed in accordance with clause 10.

9.2. OMAC shall pay correctly rendered invoices within 60 days end of month, upon receipt of such invoices (the due date). Payment shall be made to the bank account nominated in writing by the Supplier.

9.3. If a party fails to make any payment due to the other under the Contract by the due date, then the defaulting party shall pay interest on the overdue amount at the rate of 1.5% interest rate. Such interest shall accrue on a monthly basis from the due date until the date of actual payment of the overdue amount. Maximum liability will be 10% of the order value. This clause shall not apply to payments the defaulting party disputes in good faith.

9.4. Without prejudice to any other rights OMAC shall be entitled to set off against any money due to the Supplier under this Contract or any other contract any amount owed to it by the Supplier and any loss and/or expense suffered or reasonably expected to be incurred by OMAC by reason of any negligence omission or default of the Supplier.

10. Delivery of the Goods shall be completed on the later of (a) completion of unloading the Goods at the Delivery Address and (b) acceptance by OMAC that the Goods are in accordance with this Contract (such acceptance not to be unreasonably withheld or delayed), but subject to clause 13. The Supplier shall not deliver the Goods in instalments without OMAC's prior written consent. The Supplier warrants that, prior to delivery of the Goods to the Delivery Address, it has or will have the title to the Goods free from all claim's liens and encumbrances. Title to the Goods shall pass to OMAC

upon the earlier of (a) delivery of the Goods to the Delivery Address or (b) payment for the Goods. If title in the Goods passes prior to delivery, the Supplier shall mark the Goods as the property of OMAC and shall keep them separate from any other goods held by the Supplier.

11. The Supplier warrants to OMAC that neither the sale nor the use of the Goods will infringe any patent, trade mark, trade name or registered design or any other intellectual property right or protective right and the Supplier shall indemnify OMAC and hold OMAC harmless from all actions, costs, claims, demands, expenses and liabilities whatsoever resulting from any actual or alleged infringement and at the expense of the Supplier shall defend any proceedings which may be brought in that connection.

12. Notwithstanding clause 10, the Supplier shall:

12.1. ensure that the Goods are packaged and secured in such manner to prevent any damage to the Goods and to enable them to reach the Delivery Address in good condition.

12.2. provide an advice note with each delivery of the Goods. The advice note shall clearly identify the delivery of Goods with the Order reference number and shall include any special storage instructions and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

12.3. replace without charge to OMAC any Goods that are damaged or lost in transit.

13. Goods shall not be deemed to have been accepted by OMAC where the advice note of delivery is not endorsed 'unexamined' or with words having like meaning. Goods rejected shall be returned to the Supplier at the Supplier's expense and risk.

14. OMAC shall notify the Supplier within a reasonable time of any loss or damage to the Goods or of any shortfall or excess in the quantity of Goods supplied or of any defect in the Goods which does not conform either with the Specification or any approved sample.

15. If for any reason OMAC is unable to accept delivery of the Goods at the time when the Goods are due and ready for delivery the Supplier shall at its expense store the Goods for a reasonable time having regard to the circumstances and shall safeguard them and take all reasonable steps to prevent their deterioration until their actual delivery.

16. The Supplier shall maintain insurance with reputable insurers and indemnify OMAC and keep OMAC indemnified against any cost, expense, liability, loss, claim or proceedings whatsoever arising under any statute or at common law in respect of:

16.1. personal injury to or the death of any person whatsoever arising out of or caused by the provision of the Goods unless and to the extent that the same is due to any act or neglect of OMAC or any person for whom OMAC is responsible; and

16.2. any injury or damage to property, real or personal, including but without limitation the property of OMAC arising out of or caused by the provision of the Goods and provided always and to the extent that the same is due to any negligence omission or default of the Supplier, his employees, agents, subcontractors or suppliers.

Without prejudice to the foregoing the Supplier shall effect and maintain adequate Public Liability Insurance, Employer's Liability Insurance and Product Liability Insurance and insurance in respect of Third Party risks (including fire) which shall include transit and produce on demand evidence of such insurances together with receipts for premiums if so required by OMAC, or equivalent EU Insurance.

17. Where OMAC issues materials to the Supplier for use in connection with the Order:
17.1. such materials shall be and remain the property of OMAC.

17.2. the Supplier shall maintain such materials in good order and condition and at its risk and shall use them only in connection with Orders issued by OMAC.

17.3. the Supplier shall dispose of any surplus and any materials wasted as a result of the Supplier's poor workmanship or negligence shall be replaced at the Supplier's expense; and

17.4. the Supplier shall at any time forthwith upon OMAC request deliver up to OMAC all materials.

18. The time for delivery of the Goods is of the essence in respect of this Order. In the event of any delay OMAC may without prejudice to any other remedies it may have cancel the Order in whole or in part and may recover any damages or losses incurred as a result of such delay.

19. Without prejudice to any other right or remedy which OMAC may have, if any Goods are not supplied in accordance with, or the Supplier fails to comply with, any of the terms of the Contract, OMAC will be entitled (but not obliged) to any one or more of the following remedies at its discretion (whether or not any Goods of part thereof have been accepted by OMAC):

19.1. to cancel the Order.

19.2. to reject the Goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis of a full refund for the Goods so returned being paid immediately by the Supplier.

19.3. to give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Goods or to supply replacement goods and carry out any other necessary work to ensure that the terms of the Contract are fulfilled.

19.4. to refuse to accept any further deliveries of the Goods (under this Contract or any other contract) without any liability to OMAC.

19.5. to carry out (at the Supplier's expense) any works necessary to make the Goods comply with the Contract; and

19.6. to claim damages arising from the Supplier's breach of the Contract.

20. OMAC may terminate the Contract immediately by giving written notice to the Supplier if:

20.1. the Supplier is in material breach of the Contract and in the case of a breach capable of remedy has failed to remedy the breach within 7 days after having been given written notice to do so. For the purposes of this clause, "material

- breach" includes a single material breach or persistent breaches which, taken together, constitute a material breach; or
- 20.2. the Supplier is guilty of conduct which in the opinion of OMAC brings (or is likely to bring) OMAC and/or the Supplier into disrepute; or
- 20.3. the Supplier suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts or suspends, or threatens to suspend, or ceases or threatens to cease to carry on, all or substantially the whole of its business; or
- 20.4. the Supplier (being a company (or other incorporated body)) is unable to pay its debts or convenes a meeting of its creditors or if a proposal shall be made for a voluntary arrangement the Insolvency Act or a proposal for any other composition, scheme or arrangement with (or assignment for the benefit of) its creditors or a receiver, administrative receiver or similar officer is appointed over all or a substantial part of its business or affairs or a meeting is convened for the purpose of considering a resolution or other steps are taken for winding up of such other party (whether by the presentation of a winding up petition or otherwise) or for the making of an administration order (other than for the purposes of solvent reconstruction or amalgamation) or any notice of intention to appoint an administrator; or
- 20.5. the Supplier (being an individual) is unable to pay its debts or a petition is presented for its bankruptcy or it makes an arrangement or compromise for the benefit of its creditors or the Supplier dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation; or
- 20.6. the Supplier (being a partnership) is unable to pay its debts or a petition is presented for its winding up whether or not involving individual insolvency proceedings against that party's partners and presented by creditors or by the partners themselves or such a petition is presented against it in conjunction with bankruptcy or individual insolvency or petitions against any partner or if it enters into any composition, scheme or arrangement or voluntary arrangement including its business and assets or the share of any partner or in the event of any action for a partnership account and/or a winding up of or a dissolution of it; or
- 20.7. any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 20.4 to 20.6; or
- 20.8. the Supplier's financial position deteriorates to such an extent that in OMAC opinion the Supplier's capability to fulfil adequately its obligations under the Contract has been placed in jeopardy.

21. On termination of the Contract (however arising), the accrued rights of the parties as at termination shall not be affected and any conditions which are intended to survive termination (whether expressly or by implication) shall continue in full force and effect.
22. Neither OMAC nor the Supplier shall be liable for any delay or failure to perform in accordance with the terms and conditions of this Order if hindered or prevented by an event outside of their reasonable control. If the performance of the obligations by the

Supplier shall be impeded or prevented for any reason whatsoever, it shall immediately give written notice of same to OMAC and shall only be entitled to relief under this Clause 22 if it uses all reasonable endeavours to minimise the effect of the event preventing or delaying performance and subject to OMAC recovering the same. OMAC shall be entitled to assign its title in the Goods and its rights and benefits under this Contract at any time without prior notice to or consent of the Supplier. The Supplier shall not assign its rights and benefits under this Contract in whole or in part without prior written consent from OMAC.

23. The Supplier shall not, save in the proper course of his performance of this Contract, without the prior written consent of OMAC disclose any information which it becomes aware of as a result of this Contract, or make any news release, public announcement, denial or confirmation of this Contract or its subject matter nor in any manner advertise or publish the fact that OMAC has placed the Order and the contract it relates to.

24. No provision in this supply order (whether express or implied) shall operate to limit or restrict in any manner or form the liability of the Supplier at statute or in common law for defects in the Goods.

25. The construction, validity and performance of this Order shall be subject to ROI Irish Law.