

STANDARD CONDITIONS FOR THE SUPPLY OF WORK AND MATERIALS

Parties

Lasercroft Limited (hereinafter referred to as 'Lasercroft'), Company number 2613181, whose registered office is at 9 Hedon Road, Kingston upon Hull, HU9 1LH.

The party ('the Customer') to whom Lasercroft supplies work and materials ('the Services').

1 Formation of Contract

1.1 Any order sent to Lasercroft by the Customer shall be accepted entirely at the discretion of Lasercroft and, if so accepted, will only be accepted upon these conditions ('the Conditions') and by means of Lasercroft's standard order acknowledgment form.

1.2 Each order which is so accepted ('the Order') shall constitute an individual legally binding contract between Lasercroft and the Customer.

1.3 These Conditions shall override any contrary different or additional terms or conditions (if any) contained on or referred to in an order form or other documents or correspondence from the Customer, and no addition, alteration or substitution of these Conditions will bind Lasercroft or form part of the Order unless expressly accepted in writing signed by two directors of Lasercroft.

2 Services to be Rendered

The Services which Lasercroft is to provide are those described in the quotation provided by Lasercroft to the Customer in respect of which the Order has been placed by the Customer ('the Services'). The Services shall be in accordance with (i) the current edition of the relevant Product Description as published from time to time by Lasercroft on its website and (ii) those further specifications or descriptions (if any) expressly listed or set out in the quotation leading to the Order. No other specification, descriptive material, written or oral representation, correspondence or statement, promotional or sales literature shall form part of or be incorporated by reference into the Order.

3 Price

3.1 The price ('the Price') of the Services shall be that set out in the Order subject to Conditions 3.2, 3.3 and 3.4.

3.2 The Price is based upon the prices and costs and other charges and liabilities prevailing at the date of the Order. If between the date of the Order and the date of the provision of the Services there is an increase in such prices, costs, liabilities or charges, for whatever reason, Lasercroft reserves the right to provide for such increase by an increase in the Price. The final Price ('the Final Price') will be the price recorded in the invoice(s) issued by Lasercroft relating to the Order.

3.3 Unless otherwise agreed in writing prior to the date of the Order, the Price is calculated on the assumption that Lasercroft can perform the Services during Lasercroft's normal working hours without interruption or delay due to circumstances beyond Lasercroft's control. If for any reason Lasercroft is unable to render the Services on this basis, any extra cost incurred as a result shall be paid for by the Customer as part of the Final Price.

3.4 The Price covers only the matters specified in the Order and the Customer shall be responsible for providing all water, heat, power and other services in connection with the performance of the Order as detailed in Lasercroft's 'General Attendance Requirements' of which a copy has been provided to the Customer.

4 Performance and Risk

4.1 Any time or date given for the provision of the Services is given in good faith, but is an estimate only. Lasercroft undertakes no obligation to comply with such dates or times and shall in no event be liable for loss or damage whatsoever arising from delay in performance of the Order howsoever caused. Time shall not be, or be made, of the essence for the provision of the Services and no right to terminate or cancel the Order shall arise from any delay on the part of Lasercroft.

4.2 Risk in goods, materials and equipment delivered to the site of the works shall pass to the Customer upon delivery. The Customer shall indemnify Lasercroft in respect of any loss or damage to them.

5 Title and Payment

5.1 Unless otherwise stated in the Order, payment of the Final Price shall be made within 28 days of the date of issue of the invoice relating to the Order. Interim invoices may at Lasercroft's discretion from time to time be issued on account of the Final Price and shall be paid by the Customer within 14 days of the date of issue thereof. Invoices may at Lasercroft's discretion from time to time be issued in respect of materials only and shall be paid by the Customer within 7 days of the date of issue thereof. The Order shall not be treated as an entire contract for the purposes of payment.

5.2 Lasercroft warrants that Lasercroft has good title to goods supplied and that pursuant to s.2 (3) of the Supply of Goods and Services Act 1982, it will transfer such title as it may have in the goods to the Customer pursuant to Condition 5.3.

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5.3 Title to the goods comprised in the Order shall not pass to the Customer until the Customer has paid the Final Price to Lasercroft. Even though title has not passed, if the Customer does not make payment in accordance with Condition 5.1 Lasercroft shall be entitled to:

5.3.1 sue for the amount of any invoice once payment has become due;

5.3.2 receive payment of compensation costs and interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and the Regulations made thereunder;

5.3.3 require the Customer to pay in advance for any Order (both including and in addition to any invoice in respect of payment is due) which has not yet been performed; and

5.3.4 not perform any outstanding part of the Services.

5.4 Until title to the goods passes to the Customer, Lasercroft can:

5.4.1 require the Customer to store the goods in such a way as to make them clearly identifiable as the property of Lasercroft;

5.4.2 require the Customer to return the goods on demand by Lasercroft or afford Lasercroft facilities for entry onto the Customer's property to recover the goods.

5.5 If goods are stored on the property of any party other than the Customer, then the Customer shall ensure that the other party shall agree to return the goods to Lasercroft and shall afford facilities to Lasercroft to enter onto the premises of the other party to recover the goods.

5.6 If goods supplied by Lasercroft to the Customer are added to other goods, or become merged with any other items or products or cease to retain their separate identity, prior to title in such goods having passed to the Customer, Lasercroft shall have a lien on such combined goods or items or products or such other subject matter in which the separate identity of the goods supplied has been merged and Lasercroft shall retain such lien until the Customer has paid all sums owed to Lasercroft.

6 Obligations of the Customer

6.1 Before and during the performance of the Services, the Customer will ensure that the Customer's staff and agents cooperate with and assist Lasercroft.

6.2 The Customer shall:

6.2.1 comply with the 'General Attendance Requirements';

6.2.2 provide access to all parts of the site where the Services are to be rendered;

6.2.3 provide such information as Lasercroft reasonably requires for the performance of the Services;

6.2.4 provide all such other physical requirements as Lasercroft may require for the performance of the Services either on or off site.

6.3 In the event that the Customer receives any notice, decision, notification, or is the subject of any enforcement action by a governmental or regulatory agency or body which is likely to affect the performance of the Order by Lasercroft it will immediately inform Lasercroft in writing indicating what action it is proposing to take in respect thereof.

6.4 All goods and materials stored by the Customer on behalf of Lasercroft, whether under the Customer's control on their premises or at a third party's premises must be stored between a minimum temperature of 10°C and a maximum temperature of 25°C. If the goods and materials are stored outside this temperature range then it may have a detrimental effect on the application and performance of the Services, for which Lasercroft will not be held responsible.

7 Force Majeure

7.1 Lasercroft shall not be under any liability for any failure to perform any of its obligations under the Order due to *force majeure*. Following notification by Lasercroft to the Customer of such cause, Lasercroft shall be allowed a reasonable extension of time for the performance of its obligations.

7.2 Lasercroft may, if completion of the Services shall be prevented or delayed for two months or more, by notice in writing to the Customer determine the Order without claim by either party against each other but without prejudice to the right of Lasercroft to recover from the Customer the value of the Services performed prior to such termination.

7.3 For the purposes of this Condition, "*force majeure*" means fire, explosion, flood, lightning, Act of God, act of terrorism, war, rebellion, riot, sabotage, act of government, machinery breakdown, malicious mischief, accident, strikes or other labour disputes, labour shortage, impact by vehicles of any kind including aircraft, or other events or circumstances outside the reasonable control of the party affected thereby.

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8 Guarantee

8.1 In respect of the Services, Lasercroft grants the following guarantee:

8.1.1 Lasercroft shall free of charge re-perform any Services in respect of which defects arising out of faulty design, workmanship or materials arise within the period stated in the Order or (if no such period is stated) within 6 months from the date the Services were completed, PROVIDED THAT:

8.1.1.1 notice in writing of the defects complained of shall be given to Lasercroft upon their appearance; and

8.1.1.2 such defects shall be found to Lasercroft's reasonable satisfaction to have arisen from faulty design, workmanship or materials.

8.1.2 Any replacement Services shall be carried out in accordance with and subject to these Conditions save that the period of 6 months, or period referred to in the Order, as referred to in Condition 8.1.1 shall be replaced by the then unexpired portion of that period only.

8.1.3 Alternatively to Condition 8.1.1, Lasercroft shall be entitled at its absolute discretion to refund the Final Price in the event that the Final Price has already been paid by the Customer to Lasercroft. If the Final Price has not been paid, Lasercroft shall be entitled to relieve the Customer of all obligation to pay.

8.2 Lasercroft's liability under this Condition shall (subject to Condition 17) be to the exclusion of all other liability to the Customer whether contractual, tortious or otherwise for defects in the Services or for any loss or damage caused by the Services, and (subject to Condition 17) all other conditions, warranties, stipulations or other statements whatsoever concerning the Services, whether express, or implied by statute, at common law or otherwise howsoever, are hereby excluded; in particular (but without limitation of the foregoing) Lasercroft grants no warranties regarding the fitness for purpose, performance, use, nature or quality of the Services, whether express, or implied by statute, at common law or otherwise howsoever.

9 Use of Subcontractor

Lasercroft shall be entitled to sub-contract the performance of the whole or any part of the Order.

10 Indemnity

10.1 The Customer will indemnify Lasercroft in respect of any losses, damage or liability Lasercroft may incur as a result of the Customer's acts or omissions, whether deliberate, accidental, negligent or reckless, in the course of the provision by Lasercroft of the Services whether or not such acts or omissions amount to a breach of an express or implied obligation under these Conditions or a breach of any other legal requirement or obligation, code of practice, licence, consent, forbearance, approval, permission or rule.

10.2 For the avoidance of doubt such losses, damage and liability shall include but not be limited to economic and commercial loss, loss of goodwill, legal and other costs associated with legal proceedings of any kind which Lasercroft has to bring or to which it has to respond, fines, penalties, damages and any financial consequence whatever flowing directly or indirectly from the matters set out in this Condition 10.

11 Economic Loss

Subject to Condition 17, and notwithstanding anything contained in these Conditions (other than Condition 17) or the Order, in no circumstances shall Lasercroft be liable to the Customer, in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof (i) for any loss of profit, business, contracts, revenues, anticipated savings, or depletion of goodwill, or (ii) for any special, indirect or consequential damage of any nature whatsoever.

12 Limitation of Liability

Subject to Condition 17, and notwithstanding anything contained in these Conditions (other than Condition 17) or the Order, Lasercroft's liability to the Customer in respect of the Order, in contract, tort (including negligence or breach of statutory duty) or howsoever otherwise arising, shall be limited to 125 per cent of the Final Price.

13 Third Party Rights

13.1 No rights in respect of the Order will be conferred upon or be enforceable by any third party as defined in the Contracts (Rights of Third Parties) Act 1999.

13.2 The Customer will accept responsibility for any claims brought by third parties against either the Customer or Lasercroft arising from any cause other than for the negligence of Lasercroft or its employees in the performance of the Services and the Customer will indemnify Lasercroft and its employees against any such claim and against the full costs incurred in connection with any such claim or any legal proceedings in respect of it.

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14 Termination

Without prejudice to the other remedies or rights Lasercroft has, Lasercroft may terminate the Services at any time, on written notice to the Customer, subject to completing any Services for which full payment has already been made, if the Customer:

- 14.1** is declared bankrupt or wound up due to insolvency;
- 14.2** makes or seeks a composition with its creditors;
- 14.3** enters into or seeks an insolvency voluntary arrangement;
- 14.4** becomes the subject of the appointment of a manager, receiver or liquidator;
- 14.5** is the subject of an administration order;
- 14.6** has its assets charged or seized for the satisfaction of a debt;
- 14.7** divulges confidential business information obtained from Lasercroft;
- 14.8** fails to pay any sum due under an invoice from Lasercroft as provided for in Condition 5.1.

15 Consequences of Termination

Upon termination of the Order the Customer must pay for the Services rendered prior to the date of termination as well as any further expenditure incurred by Lasercroft after the date of termination arising from commitments reasonably entered into by Lasercroft prior to the date of termination but payable by Lasercroft afterwards.

16 Confidentiality

Both Lasercroft and the Customer shall each keep confidential and shall not without the prior consent in writing of the other disclose to any third party any technical or commercial information which it has acquired from the other as a result of discussions, negotiations and other communications between them relating to the Order. These obligations shall continue after the completion of the Services.

17 Unfair Contract Terms Act 1977

17.1 If and to the extent that s.6 and/or s.7(3A) of the Unfair Contract Terms Act 1977 applies to the Order, no provision of these terms and conditions shall operate or be construed to operate so as to exclude or restrict the liability of Lasercroft for breach of the express warranties contained in Condition 5, or for breach of the applicable warranties as to title and quiet possession implied into the Order by s.12 of the Sale of Goods Act 1979, or s.2 of the Supply of Goods and Services Act 1982, according to whichever Act may apply to the Order.

17.2 Where the Customer is a natural person and if and to the extent that s.2(1) of the Unfair Contract Terms Act 1977 applies to the Order, nothing in these terms and conditions shall operate or be construed to operate so as to exclude or restrict the liability of Lasercroft for death or personal injury caused by reason of the negligence of Lasercroft or of its servants, employees or agents.

18 Severance

18.1 In the event that any Condition herein is found to be invalid or otherwise unenforceable then such Condition shall be regarded and construed as severable from the Conditions so as not to affect the validity and enforceability of the remainder.

19 Applicable Law

The Order and any dispute arising out of or in connection with it (including non-contractual disputes) shall be governed by the law of England and the parties agree to submit to the exclusive jurisdiction of the English Courts.