

Flybird Installations Ltd (“FBILTD”)

Terms and Conditions of Business (“Conditions”)

1. Interpretation

In the Conditions:

- 1.1 “Client” means the person to whom FBILTD has agreed to provide the Service in accordance with the Conditions.
- 1.2 “Contract” means the contract for the provision of the Service and/or goods by FBILTD to the Client subject to the Conditions.
- 1.3 “Input Material” means any documents or other material and any data or other information provided by the Client relating to the service.
- 1.4 “Output Material” means any documents or other materials and any data or other information provided by FBILTD relating to the Service.
- 1.5 “Premises” means the premises, land, container, warehouse, building or other real of the Client or nominated third party where the Services are to be provided.
- 1.6 “Price” means the charges and prices referred to in the Specification relating to the Service.
- 1.7 “Service” means the Service including all goods relating thereto or the provision of Service provided by FBILTD to the Client under the Contract.

2. Quotations and Order

Any quotation given by FBILTD shall remain valid for 28 days. No Contract shall come into existence until a firm order is placed by the Client and has been accepted in writing by FBILTD, or if earlier, FBILTD supply a Service or deliver the goods.

3. Supply of the Service

- 3.1 FBILTD shall provide the Service to the Client subject to the Conditions.
- 3.2 The Client shall ensure the accuracy of all Input Material which must be supplied to FBILTD with sufficient time to enable FBILTD to provide the Service
- 3.3 The Service shall be provided in accordance with the Specification.
- 3.4 FBILTD may at any time without notifying the Client make any changes to the Service which may be necessary to comply with any applicable health, safety, environmental or other statutory requirements which may not materially affect the nature or quality of the Service.
- 3.5 Where a date has been given for the provision of the Service or the delivery of any goods forming part of that service, it is an estimate only/ Whilst FBILTD will endeavour to provide the Service or deliver any good by the requested date, it shall accept no responsibility for delivery and time shall not be of the essence.
- 3.6 In relation to the installation of Cubola Awnings the responsibility of acquiring all necessary planning permissions lies with the client. FBILTD can not be responsible for any costs resulting or relating to planning applications.

4. Goods

- 4.1 Where the Service includes the supply of goods the following provisions will apply;
- 4.1.1 Goods are at the risk of the Client from the time of delivery. Where requested FBILTD will arrange the transportation and delivery of the goods to the Premises at the Client's risk and the Client will pay carriage of such transportation and delivery.
- 4.1.2 Ownership of the goods shall not pass until the whole Price owed by the Client in respect of them has been paid. Until then the Client will store the goods separately, ensure that the goods are clearly marked and belonging to FBILTD and grant FBILTD, its agents and employees an irrevocable licence to enter the premises where the goods are or may be stored in order to inspect them or to recover them.

5. Charges

- 5.1 The Client shall pay to FBILTD the full Price inclusive of VAT.
- 5.2 When there is an increase in the cost to FBILTD of labour, material or overheads required for the provision of the Service or any increase in the cost to FBILTD of any good forming part of the Service, FBILTD shall be entitled to vary the Price upon giving written notice to the Client. Where such variation purports to relate to an agreed Contract and less than one month's notice of the variation has been given the Client shall be entitled to withdraw from the Contract without any liability for breach upon giving FBILTD written notice to that effect.
- 5.3 All Prices quoted to the Client for the provision of the Service are exclusive of any Value Added Tax which the Client shall be additionally liable at the applicable rate.
- 5.4 FBILTD shall invoice the Client immediately after the Service is provided except where otherwise provided in the Specification.
- 5.5 The Price shall be paid by the Client (together with any applicable Value Added Tax and without any other deduction) in accordance with the Specification provided that in the absence of any such payment in the Specification, payment shall be made within 30 days of the date of FBILTD invoice.
- 5.6 If payment of the Price is not made on the due date FBILTD shall be entitled, without limiting any other rights it may have, to charge the Client interest on the outstanding amount (both before or after any judgement) at the annual rate of 3% above the base rate from time to time of the HSBC plc from the due date until the outstanding amount is paid in full.

6. Rights in the Output Material

All rights in the Output Material shall unless otherwise agreed in writing between the Client and FBILTD belong to FBILTD subject only to the right of the Client to use the Output Material in relation to the agreement.

7. Access

The Client is to ensure that FBILTD have access to the entire Premises for the duration of the provision of Services. The Client is to confirm the arrangements to FBILTD "48 hours before the Services are to be provided or commenced. FBILTD shall endeavour to inform the Client of any change to the times and dates the Services are to be provided so that access arrangements can be changed accordingly. However FBILTD does not accept any liability

whatsoever for failure to inform the Client of changes to the date and/or time of the provision of the Services.

8. Warranties, Guarantees and Liability

- 8.1 FBILTD warrants to the Client that the Service will be provided using reasonable care and a skill as is reasonably possible in accordance with the Specification.
- 8.2 FBILTD gives the Client in relation to the Service no guaranteed save for those expressly referred to in the Specification.
- 8.3 Where the Service includes any goods provided by a third party, FBILTD does not give any warranties, guarantee or other term as to their quality, fitness or otherwise but shall where possible assist the Client the benefit of any warranty, guarantee or indemnity given by the third party supplying the goods to FBILTD.
- 8.4 FBILTD shall have no liability to the Client for any loss, damage, costs, expenses or other claims or compensation arising from any Input Material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form or arising from their late arrival or any other fault of the Client.
- 8.5 Except in respect of death or personal injury caused by FBILTD's negligence or as expressly proven in the Conditions or in the Specification, FBILTD shall not be liable to the Client by reason of any representation (unless fraudulent) or any implied warranty, condition or other term, or any duty at com or under the express terms of the Contract for any loss of profit or any indirect, special or consequential damage (including damage to neighbouring property), costs, expenses or other claims (whether caused negligence of FBILTD, its servants or agents or otherwise) which arise out of or in connection with the provision of the Service.
- 8.6 FBILTD shall not be liable to the Client or be deemed to be in breach of the Contract by reason of delay in performing or any failure to perform any of FBILTD obligations in relation to the Service in delay or failure was due to any cause beyond FBILTD reasonable control.
- 8.7 FBILTD's entire liability (whether in contract, tort or otherwise) in respect of any claim under the Contract will not exceed damages of an amount equal to the upper limit of FBILTD's insurance cover claim in question.
- 8.8 FBILTD shall not be liable to the Client or to any third party for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with any consultancy services including those prepared by FBILTD provided under this Contract except that such liability may not be excluded.

9. Complaints

- 9.1 All complaints about the Service reported promptly by the Client will be investigated thoroughly and promptly by FBILTD.
- 9.2 The Client shall give to FBILTD, its agents and employees the opportunity to remedy any complaint including but not limited to entry to the Premises for the purposes of carrying out any remedial works. FBILTD may also choose to issue a credit note equal to the value of the work.
- 9.3 FBILTD shall not be liable for work undertaken by any third party unless the same has been approved by FBILTD in writing.

10. Health and Safety

- 10.1 The Client undertakes to be responsible for any preparatory work stipulated in the Specification and in particular to observe and promptly implement all statutory requirements necessary to provide a safe working environment for FBILTD's personnel when attending the Premises to supply the Service. It may be not possible for FBILTD to enter a Premises roof space. The Client undertakes to ensure that the ceiling of the Premises is strong enough for this and shall indemnify FBILTD accordingly. FBILTD does not accept liability to damage caused by the ceiling or roof space being in a weakened condition.
- 10.2 The Client will ensure that the Client's personnel adhere strictly to instructions given by FBILTD to the Service and in particular to any requests to vacate Premises during the supply of the Service and not to return until FBILTD issue the appropriate clearance certificate. FBILTD may delay the provision of Services where, in FBILTD's opinion, the Premises are unsafe. Any extra costs associated with making the Premises safe will be paid by the Client.
- 10.3 FBILTD will supply the Service in a safe and efficient manner and undertakes to comply with all relevant safety legislation.

11. Termination

- 11.1 Where the Contract is of a rolling nature the Client shall be entitled to terminate the Contract at any time by giving not less than 3 months written notice to FBILTD from the end of the first year or from any subsequent quarterly billing date. In other cases the Client will be entitled to terminate the Contract at any time by giving not less than 1 month's written notice.
- 11.2 Either party may (without limiting any other remedy) at any time terminate the Contract by giving notice to the other if the other commits any breach of the Conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation (in the case of an individual or firm) becomes bankrupt, makes a voluntary arrangement with his or its creditors or has a Receiver or Administrator appointed.
- 11.3 Upon termination of a Contract for whatever reason all amounts owing to FBILTD shall become immediately due and payable.

12. General

- 12.1 The Conditions (together with the Specification) constitute the entire agreement between the parties and supersede any previous agreement or understanding and in common with the Service may not be varied unless by agreement in writing between the parties. All other terms and conditions express or implied by the statute or otherwise are excluded to the fullest extent permitted by Law.
- 12.2 Any notice required or permitted to be given by either party to the other under the Conditions shall be in writing addressed to the other party at its registered office or principal place of business and shall be deemed delivered 2 full days after posting.
- 12.3 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed a waiver of that right and no waiver by either party of any breach of the Contract by the other shall be as a waiver of any subsequent breach of the same or any other provision.

- 12.5 The Client is not entitled to assign the Contract without the prior written consent of FBILTD.
- 12.6 The parties to the Contract do not intend any term of the Contract to be enforceable by virtue of the Contract (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 12.7 English Law shall apply to the Contract and the parties agree to submit to the non-exclusive jurisdiction of the English Courts.