

# Terms & Conditions

## GENERAL TERMS AND CONDITIONS OF CONTRACT FOR COMMERCIAL AND INDUSTRIAL RELATIONS

### 1. DEFINITIONS

The following terms shall have the following meanings: -

"Builders Work" demolition, ducting, making good holes in the fabric and excavation work.

"Client" the person to whom the Quotation/Estimate is addressed.

"Completion" the date of which the Works are handed over to the Client for their use.

"Conditions" a term of condition within these General Terms and Conditions of Contract for Commercial and Industrial Relations.

"LCS Energy Ltd" LCS Energy Ltd (LCS) Ltd (registered number)

"Party" LCS Energy Ltd or the client as the context admits and "Parties" shall mean both of them.

"Premises" the office site land and building at which the works are to take place.

"Quotation" the quotation submitted by LCS Energy Ltd and accepted by the Client.

"Estimate" the estimate submitted by LCS Energy Ltd and accepted by the Client.

"Works" the installation of the item/s listed in the quotation at the site.

"Skilled Person" a person with technical knowledge or sufficient experience to enable him/her to avoid dangers which electricity may create.

### 2 . ACCEPTANCE OF QUOTATION AND EXCLUSIONS

(A) The Quotation is subject to acceptance, unless previously withdrawn, for a period of 30 days from the date of the Quotation/Estimate and is strictly net. No contract shall come into existence until the time when the Quotation/Estimate is accepted by the Client, the Client shall not be able to accept the Quotation/Estimate where it is withdrawn pursuant to this condition.

(B) These conditions shall be incorporated in the Contract to the exclusion of any terms and conditions stipulated or referred to by the Client or which may be contained in any previous communications or negotiations relating to the Works save as may be specifically referred to in the quotation.

(C) The quotation excludes Builders Work, making good, Trenching, boring holes through walls to accommodate pipe, ductwork, cables, trunking etc. and any structural reinforcement to support and accommodate any proposed plant or equipment unless specified in the Quotation/Estimate.

### 3 . EXECUTION OF THE WORKS AND CLIENTS OBLIGATIONS

(A) Unless otherwise specifically stated in the Quotation/Estimate the Quotation/Estimate has been given on the basis that the Works shall be carried out;

(i) during normal working hours and if overtime is worked at the written request of the Client it shall be paid for as an extra to the contract;

(ii) in a progressive and uninterrupted manner and if at any time this is impeded through no fault of LCS Energy Ltd the Client shall pay any additional costs incurred.

(B) The Client shall be responsible for the following matters at their cost alone;

(i) obtaining all necessary consents, licenses, permissions (including, without limitations, Planning Permission and where appropriate listed building consent) and all other approvals statutory or otherwise required for the lawful undertaking of the Works; and (ii) obtaining all necessary and providing carriage to and at the Site for LCS Energy Ltd personnel, sub-contractors, vehicles, and equipment; and

(iii) the supply of drawings indicating the location of all existing services at the Site; and

(iv) the provision of weather-proof secure storage facilities at the site for all equipment and materials used or to be installed by LCS Energy Ltd pursuant to the Works; and

(v) ensuring that the conditions of the Site is suitable for the carrying out of the Works; and

(vi) where requested by LCS Energy Ltd providing a report in respect of the Site prepared by a structural Engineer; and

(vii) curing all defects in buildings at the site, which are required by LCS Energy Ltd to be remedied prior to the Works commencing or continuing (as the case may be).

(viii) Arranging for the undertaking of all builders work within time scales and as required by LCS Energy Ltd in order to enable the Works to commence or continue (as the case may be) save where such Builders Work is expressly included in the Quotation.

(C) Adequate facilities shall be provided by the Client for the economical execution of the Contract and the Works. These shall include (without limitations) access to the Site and if required, the free use of a lock-up store.

(D) LCS Energy Ltd accept no responsibility for ground risk, this includes;

(i) Once priced, any unexpected ground terrain that impedes the completion of the outlined project and if such conditions are found during the installation, then amendments to the contract price will need to be provided to the client to overcome such issue at the client's cost.

(ii) Any underground services, it is the sole responsibility of the client to confirm that no underground services exist on the land parcel that we have been employed to work on, LCS Energy Ltd will 'CAT scan' for 'live electrical' cables but this is all that will be picked up on the scan, all other services will have been deemed to have been searched for using utility maps or GPRS testing before our works, the client might wish to employ a 3rd party to complete this work on their behalf. If during our work a utility strike occurs, LCS Energy Ltd will not accept any liability for the consequential cost of the utility repair or any claim for the interrupted supply of service to any 3rd party this service supplies.

(iii) It is assumed that the issue of PO / Contract or verbal instruction to complete the outlined works will mean that the client has completed all of the above due diligence, with or without issuing to us.

#### 4 . DISTURBANCE OF REGULAR PROGRESS AND FORCE MAJEURE

LCS Energy Ltd shall not be responsible for any delay or prevention in its execution of the Works by reason of circumstances beyond LCS Energy Ltd's control including (without limitation) labour disputes (whether of LCS Energy Ltd's workforce or that of the Client or any third party), lack of instruction by the Client or its agent, fire, accident, shortage of material or delays in deliveries and if any delay involves loss or expense to LCS Energy Ltd the Client will pay an amount to LCS Energy Ltd equivalent to that loss of expense.

#### 5 . VARIATIONS

The Quotation/Estimate covers only the items specifically referred to in it. Position of plant and equipment and its layout are to be agreed by LCS Energy Ltd in writing with the Client before the Work commences. Subsequent alternations for additions carried out on instructions of the Client or its agent will, if this involves expenses, be charged as extra work under the Contract and additional to the Quotation/Estimate. All instructions from the Client or its agent must be provided in writing. The Contract may only be varied by written agreement signed by both parties.

#### 6 . OMISSIONS

Without prejudice to any other right or remedy available to it, LCS Energy Ltd retains the right to claim for loss of profit should the Client or its agent seek to exclude any work from the Contract which is provided for within the Quotation.

#### 7 . PAYMENT

(A) Interim accounts may be rendered on a regular basis (generally monthly) up to the full value of the Works executed at the time of rendering the account. Goods and materials delivered to the Site and those specifically ordered and held by LCS Energy Ltd for the Works may also be included in the interim accounts. Please see last page of contract for specific payment terms. The Client shall pay interest on any amount due from the date on which payment was due to that when it is received by LCS Energy Ltd (both days inclusive) whether or after judgment on a daily basis at a rate of 4% per annum above HSBC Bank Plc base rate as quoted from time to time and the Client shall reimburse LCS Energy Ltd with all costs and expenses incurred by LCS Energy Ltd in the collection of any overdue amount.

(B) If the Client fails to make payment within the time specified, LCS Energy Ltd shall be entitled to suspend the execution of the Contract and the Works without prejudice to any other available to LCS Energy Ltd and/or treat the Contract as terminated and be paid the amount of any loss or expense suffered by LCS Energy Ltd caused by such suspension or termination including (without limitation) loss of profits.

(C) All compliance and O&M documentation will only be provided upon receipt of final payment.

#### 8. MATERIALS AND DELAYS

(A ) The completion of the Contract and the Works is dependent upon the necessary materials being available and every endeavour will be made to use the materials specified. In the event of material specified not being available when required LCS Energy Ltd reserves the right consistent with good practice to substitute other suitable materials.

(B ) Any delivery dates or completion dates stated in the Quotation/Estimate regarding the Works or any part thereof are approximate dates only based upon information available to LCS Energy Ltd at the date of the Quotation/Estimate and on the basis of timely supplies to LCS Energy Ltd and clear instructions from the Client. LCS Energy Ltd shall not be liable for delays in meeting any such delivery or completion dates.

#### 9.PROPERTY AND RISK

(A ) All goods and material supplied on behalf of LCS Energy Ltd (whether fixed or unfixed) shall remain the property of LCS Energy Ltd until all sums payable by the Client under the contract have been received in full, but any such materials shall be at the Client's risk as soon as delivered to the Site.

(B ) Until such time as the property in the goods and materials supplied as stated in Conditions 9(A) passes to the Client, the Client shall hold the goods and materials as LCS Energy Ltd's fiduciary agent and bailee and shall keep the goods and materials separate from those of the Client and third parties and property stored, protected and insured and identified as LCS Energy Ltd's property. The Client shall not be entitled to re-sell or use such goods and materials.

(C) Until such time as the property in the goods and materials supplied as stated in Conditions 9(A) passes to the Client (and provided the same are still in existence and have not been re-sold) LCS Energy Ltd shall be entitled at any time to require the Client to deliver up the goods and materials to LCS Energy

premises of the Client or any third party where the goods and materials are stored and repossess the goods and materials and the Client Terms and Conditions - LCS Energy Ltd (LCS) an irrevocable License to this which shall not be effected by the termination of the Contract for any reason.

(D) The Client shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods or materials which remain the property of LCS Energy Ltd but if the Client does so all Moines owing by the Client to LCS Energy Ltd, shall (without prejudice to any of LCS Energy Ltd.'s other rights or remedies) forthwith become due and payable.

#### 10. VALUE ADDED TAX

Unless otherwise expressly stated in the quotation all fees specified in the quotation are exclusive of Value Added Tax and other duties and taxes. Value Added Tax will be payable on all work done and materials supplied that are not zero-rated. This tax will be payable by the Client at the rate chargeable at the date of each invoice together with all other applicable levies, imposed duties.

#### 11. PRICE ADJUSTMENT

Whilst every endeavour will be to maintain the price quoted/estimated in the quotation/estimate it is based upon materials and labour costs prevailing at the date of the Quotation/Estimate. The quoted price will be subject to variation up or down by any rise or fall in material and labour costs which occur subsequent to the date of the Quotation/Estimate unless otherwise expressly stated in the Quotation/Estimate.

#### 12. REGULATIONS

Any electrical installation comprised within the Works will be installed in accordance with the current edition of The Institution of Engineering and Technology Requirements for Electrical Installations. Any gas works will be installed in accordance with the current Gas Regulations, by a GAS SAFE registered engineer. All works and reports will assume the installation is not under the control of a skilled person as discussed in the current edition of The Institution of Engineering and Technology Requirements for Electrical Installation unless advised in writing to the contrary.

#### 13. WARRANTY

(A) LCS Energy Ltd guarantees the Works (including goods and materials supplied by it and incorporated in the Works) against defect from faulty manufacturer or workmanship for 12 months from completion. During such guarantee period repairs will be carried out at no charge provided that the goods and materials have not been misused or damaged and

(i) no work whatsoever has been done to the goods other than by the staff of LCS Energy Ltd or its appointed agents and (ii) the goods and materials have been regularly serviced and maintained in accordance with the recommendations of LCS Energy Ltd and of the manufacturer. The cost of both labour and materials are covered by this guarantee.

(C) LCS Energy Ltd does not give any warranty or representation regarding the noise parameter of any equipment, goods or materials operating either internally or externally installed pursuant to the Works.

#### 14. LOSS OR DAMAGE

(A) Neither LCS Energy Ltd.'s nor any of its officers, employees or agents shall be liable to the Client for any loss whatsoever whether in contract or in tort otherwise except for

direct physical damage to property of the Client and death or personal injury resulting from negligence.

(B) Any damage caused to the Works undertaken by LCS Energy Ltd, including all fixed items prior to completion, unless proven to have been caused by the employees or agents of LCS Energy Ltd shall only be rectified following the issue of a variation order to the Contract by the Client or its agents. The Charges associated with this variation shall be chargeable to the Client as an extra to the Client.

(C) Without Prejudice to the generality of the foregoing LCS Energy Ltd shall not in any circumstance be liable to the Client for any loss of profit, loss of revenue, loss of use, loss of contract or loss of goodwill or any direct or any indirect or consequential loss or any other loss or damage whatsoever save as provided in condition 14(A).

#### 15. HEALTH AND SAFETY AT WORK

The Client shall advise LCS Energy Ltd of the existence of asbestos and other hazardous or toxic substances within the working areas where the Works are to be carried out and the Client shall fully comply within the statutory requirements of the Health and Safety at Work Act.

#### 16. ARBITRATION

(A) If any dispute or difference concerning the contract shall arise between the Client and LCS Energy Ltd which cannot be resolved within 90 days of such question, dispute or difference arising, the matter shall be referred to a mutually agreed arbitrator, or failing agreement within 14 days of the expiry of such 90 days period, so to some other person appointed by the President for the item being of the Royal Institute of Chartered Surveyors.

(B) The Provisions of the Arbitration Acts 1950 to 1979 or any subsisting statutory modification or re-enactment therefore shall apply such arbitration. Work under Contract shall, if reasonably practical, continue during the arbitration proceedings and no payments stated in the Contract or in these Conditions to be due or payable by the Client shall be withheld on account of such proceedings.

#### 17. AVAILABILITY OF SUPPLY

If the Client requires either a new electricity supply or reinforcement of its existing supply to the site it should make arrangements. Any negotiations, terms and conditions relating to the provision of such new reinforced supply shall be arranged without prejudice to the Contract and LCS Energy Ltd.'s entry into the contract does not guarantee nor imply availability of such new reinforced supply.

#### 18. EXISTING INSTALLATION

Unless specifically stated to the contrary, the Quotation/Estimate excluded any work required for rectifying any defects whatsoever in any existing installations at the Site which rectification shall not be the responsibility of LCS Energy Ltd under the Contract.

#### 19. ENTIRE CONTRACT

These Conditions and the Quotation/Estimate embody the entire understanding of LCS Energy Ltd and the Clients in connection with the Contract and there are no promises, terms, conditions, warranties or obligation, oral or written, express or implied other than those contained, or expressly referred to in these Conditions or the Quotation.

## 20. WAIVER

The waiver by LCS Energy Ltd of any breach of any terms of the Contract shall not prevent the subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach.

## 21. NOTICES

Any notice to be given under the Contract shall be in writing and sent by e-mail transmission or forwarded by first class recorded delivery letter post to the receiving Party business address (as the case may be) as last notified in writing to the other Party and shall be deemed to have been given on the day following that on which the notice was posted.

## 22. ASSIGNMENT AND SUB-CONTRACTING

(A) LCS Energy Ltd may sub-contract the performance of the Contract in whole or in part.

(B) The Contract is between LCS Energy Ltd and the Client as principle and although LCS Energy Ltd may assign the same, the Contract shall not be assignable by the Client.

## 23. LAW AND CONSTRUCTION

(A) The Contract shall be governed by English Law and the Parties hereby submit to the non-exclusive jurisdiction of the English Courts.

(B) The headings of Conditions are for convenience or reference only and shall not affect their interpretation.

## 23. PAYMENT TERMS FOR WORK AS FOLLOWED:

As per formal quotation terms.

**It is deemed that on providing a PO / Contract / Email or Verbal instruction to proceed with any works, that the client has read and understood all of the above terms and conditions of sale between LCS Energy Ltd and any prospective client. Additionally, that all of the terms and conditions contained are agreeable and enforceable, these terms and conditions will outweigh all other terms and conditions provided in Court of Law.**