CONDITIONS OF SUB-CONTRACTING
relating to Services

DEFINITIONS
In these Conditions, the following definitions apply:

Company means Beck & Pollitzer Engineering Limited (registered no. 02874076);
Conditions means these terms and conditions of sub-contracting;
Default means any breach of the obligations of the Company under the Sub-Contract or any other default, act, omission, negligence or statement of the Company, its employees, servants, agents or sub-contractors in connection with or in relation to the subject-matter of the Sub-Contract and in respect of which the Company is liable to the Sub-Contractor;
End Customer means the Company's customer to which the Sub-Contract relates;
Good Industry Practice means the exercise of that degree of skill, care and consideration, prudence, efficiency, foresight and timeliness as would be expected from a leading supplier of services of the same or a similar nature to the Services;
Invoice Date(s) has the meaning given in the Order;
IPR Claim means any claim that the receipt of the Services, infringes the intellectual property rights of any third party;
Law means any (1) law, statute, bye-law, regulation, order, regulatory policy (including any requirement or notice of any regulatory body), guidance or industry code of practice, rule of court or directive, delegated or subordinate legislation in force from time to time, in each case applicable to the Services; and (2) relevant legislation and regulations required by the Company or the End Customer;
Losses means any damages, liabilities, claims, demands, proceedings, actions, costs, charges, losses and/or expenses including legal fees and other professional costs;
Order means the Company's order for the Services;
Payment Terms has the meaning given in the Order;
Programme of Work has the meaning given in the Order;
Scope of Work has the meaning given in the Order;
Services means the services described in the Sub-Contract (including the scope of those Services and including drawings plans, diagrams, designs, structures, systems and software);
Site means the location(s) to which the goods and/or services are to be supplied, as set out in the Order;
Specification includes any specifications, samples, plans, drawings, data or other information against which the Services are to be supplied;
Sub-Contract means the agreement for the supply of Services, as referred to in Clause 2 below, comprising these Conditions; the Order and any additional terms agreed in writing between the Company and the Sub-Contractor;
Sub-Contractor means the person to whom the Order is addressed, unless otherwise stated in the Sub-Contract;
Sub-Contractor Personnel means all employees, staff, officers, sub-sub contractors, other workers, agents and consignees, of the Sub-Contractor who are engaged in the provision of the Services from time to time; and
Warranty Period means the longer of:
(a) 12 months from the date of the Company's full performance of the Services;
(b) the reasonable useful shelf life of the Services; or
(c) any period implied by law.

BASIS OF SUB-CONTRACT

.1 Each Order constitutes an offer by the Company to purchase Services from the Sub-Contractor on and subject to these Conditions.
.2 Each Order will be deemed to be accepted by the Sub-Contractor upon any act by the Sub-Contractor consistent with fulfilling the Order, at which point and on which date the contract between the Company and the Sub-Contractor for the supply of Services in accordance with the relevant Order and these Conditions will come into existence ("Sub-Contract").
.3 The terms and conditions of the Sub-Contract will apply to the exclusion of any other terms and conditions the Sub-Contractor seeks to impose or incorporate, or which are, or may be, implied by trade custom, practice or course of dealing.
.4 No variation of the Sub-Contract will be effective unless made in writing by duly authorised representatives of both parties, being a Director in the case of the Company.
.5 If these Conditions are inconsistent with any part of the remainder of the Sub-Contract, these Conditions will prevail unless the term to be overridden is specifically identified in written form.

SUPPLY OF SERVICES

.1 The Sub-Contractor will perform the Services and its other obligations under the Sub-Contract to the satisfaction of the Company and in accordance with: the Scope of Work, the requirements of

3.2 The Sub-Contractor will provide as part of the Services any and all associated services and work that are not specifically referred to in the Sub-Contract but which are required for the proper efficient provision of the Services and will comply with all reasonable instructions of the Company and any applicable End Customer, from time to time.
3.3 The Sub-Contractor warrants and represents to the Company that at the time of delivery of the Services, the Sub-Contractor possesses good and transferable title to the Services.
3.4 In addition to the terms and duties implied by law, the Sub-Contractor warrants to the Company that throughout the Warranty Period the Services:
3.4.1 are free from defects in design, material and workmanship;
3.4.2 correspond with their description and any applicable Specification;
3.4.3 are suitable for any purpose expressly or by implication made known to the Contractor; and
3.4.4 comply with all relevant statutory requirements and regulations.
3.5 While on the Site, the Sub-Contractor (and any sub-contractors or any sub-contractors engaged or employed by the Sub-Contractor) will comply with all Site rules and policies of the Company and all relevant health, safety and environmental requirements and industry standards.
3.6 If the carriage of goods by road is to be undertaken by the Sub-Contractor in connection with services, such carriage will be subject to the (the Royal Mail Association Limited's) current Conditions of Carriage, or (2) the Convention on the Contract for the International Carriage of Goods by Road (CMR) as applicable.

4 DELIVERY OF SERVICES

4.1 The Services will be performed at the Site, on the date or within the period stated in the Programme of Work, and the time of delivery will be of the essence.
4.2 The Company may amend the Order by written notice to the Sub-Contractor at any time prior to full performance of the Services. The Sub-Contractor will comply with all amendments to the Order made in accordance with this Clause 4.2.
4.3 The Sub-Contractor will notify the Company immediately should the Sub-Contractor become aware of any circumstances, that will or may have an adverse impact on the Sub-Contract's ability to perform the Services, in accordance with the Sub-Contract.
4.4 The Company will not be required to accept performance of Services in Installations, or otherwise agreed in writing, if the Services are to be performed in Installations each installment will not be deemed to comprise one single agreement and the Sub-Contract will not severable in respect of each such installment.
4.5 The Sub-Contractor will ensure that, at all times, it has and maintains all licences, permits authorisations, consents and permits necessary for it to perform its obligations under the Sub-Contract and for the Sub-Contractor to provide the Services to the Company.
4.6 The Sub-Contractor will inform the Company of all licences, permissions, authorisations, consents and permits necessary for it to receive the Services from the Company.

5 MATERIALS AND EQUIPMENT

The Sub-Contractor will take full responsibility for all materials and equipment furnished by the Company or the Sub-Contractor in connection with the Sub-Contract and, it is own expense and risk if loss or damage to said materials and equipment. It will be the Sub-Contractor's responsibility to ensure such equipment against all risk of loss.

6 SUB-CONTRACTOR PERSONNEL

6.1 The Sub-Contractor shall and will procure that each sub-contractor of the Sub-Contractor will each of whom perform the Service Personnel and verify and ensure before any member of the Contractor Personnel commences or continues any work in relation to the Services that each person:
6.1.1 no criminal record in respect of crimes which are, reasonably considered, relevant to the provision of the Services or the industry in which the Company operates; except such criminal record has been notified in writing to the Company (which the Company will treat as Confidential Information of the Sub-Contractor) and the Company has in its own opinion does not prejudice the supply of the Services; and
6.1.2 provided proof of his or her identity and right to work for or on behalf of the Contractor (if necessary); and
6.1.3 the appropriate qualifications and registrations which are required for the individual to carry out his or her role.
6.2 The Company has the right to require that the Sub-Contractor removes or procures the rem for the removal of any Sub-Contractor Personnel who the Company or the End Customer deems inappropriate, careless or otherwise objectionable. The Sub-Contractor will promptly comply any removal requirement issued by the Company or the End Customer. Following the removal of any of the Sub-Contractor Personnel, the Sub-Contractor will ensure each person is replaced promptly with another person with the necessary training, experience and skills to perform Services in accordance with the Sub-Contract and will ensure that a full and effective transferee transfer process in place and fully adhered to for the transfer of any relevant knowledge to the replaced Sub-Contractor Personnel to the replacement Sub-Contractor Personnel.

7 RISK AND TITLE

Risk in and title to the Services will pass to the Company upon delivery of the Service accordance with these Conditions. The passing of risk and title will not prejudice any rights or Company.

8 PRICE AND PAYMENT

8.1 The price of the Services will be as stated in the Order. Where the price of the Services is calculated on a time and materials basis ("Day Works Basis") this will be set out in the Order.
8.2 No increase in the price may be made unless agreed by the Company and the Sub-Contractor in writing. Prices will be invoiced in UK sterling unless agreed otherwise in the Sub-Contract.
8.3 The price of the Services will be inclusive of all charges for labour, packing, shipping, delivery all other costs and duties but exclusive of value added tax, unless otherwise stated in the Contract.
If the price of the Services is calculated based on a Day Work Basis, the Sub-Contractor will at the request of the Company, provide complete and accurate weekly time sheets authored by a representative of the Sub-Contractor.

The Sub-Contractor undertakes to pay in full to the relevant authorities all business taxes, income taxes, national insurance contributions and any other taxes that may arise from the performance of the Services.

The Sub-Contractor may invoice the Company at any time on or after completion of the Services in accordance with the Sub-Contract, unless the Company and the Sub-Contractor have agreed specific invoice dates, in which case the Sub-Contractor may invoice the Company for the services performed on or before the applicable invoice dates.

Invoices must state an Order or Sub-Contract number for reference (if any), the correct title of the Company, purchase order numbers, include complete and accurate time sheets for the relevant period authorized by a representative of the Sub-Contractor, and relate to the calculation of the price on a Day Work Basis, and be sent to Black & Pollett Engineering Limited, Burnham Road, Darford, Kent DA15 9BD or such address as notified to the Sub-Contractor by the Company from time to time.

Invoices will be paid 60 days from the date of:
9.1.1 the date the invoice is received by the Company; and
9.1.2 the date the Services are supplied to the full satisfaction of the Company; and
9.1.3 the date the Sub-Contractor fully complex with the Contract (and the Company reserves the right to withhold payment to the extent the Contract is not complied with by the Supplier); unless the Company and the Sub-Contractor have agreed specific Payment Terms in which the Company will pay invoices in accordance with the Payment Terms.

If the Company fails to pay any amount properly due and payable by the Sub-Contractor, the Sub-Contractor will have the right to charge interest on the overdue amount at the rate of two per cent (2%) per annum above the base rate for the time being of RBS plc from the due date up to the date of actual payment, whether before or after judgment. This Clause will not apply to payments on amounts that the Company disputes in good faith.

LIABILITY
9.1.1 to require the Sub-Contractor to (i) repair or replace the Services at the Sub-Contractor's cost; (ii) correct or perform the Services, at the Sub-Contractor's cost; and (iii) rectify any repair or replacement which the Sub-Contractor attempts to make;
9.1.2 to terminate the Sub-Contract immediately by written notice to the Sub-Contractor upon which the Sub-Contractor will repay any sums paid to it by the Company under the Sub-Contract in respect of the non-consultant Services; and/or
9.1.9 to recover from the Sub-Contractor any costs and expenses (whether direct or indirect) incurred by the Company in obtaining substitute services from a third party and/or otherwise making good, repairing, replacing, or reperforming the relevant item or items in question and/or in respect of or arising from demurrage, delays, late delivery, non-delivery, incorrect delivery or partial delivery of the Services by the Sub-Contractor.

Nothing in the Sub-Contract will operate to exclude or restrict the Company's or the Sub-Contractor's liability:
9.2.1 for death or personal injury caused by its or its agent's or subcontractor's negligence or for fraud or fraudulent misrepresentation;
9.2.2 for any breach of obligations implied section 2 of the Supply of Goods and Services Act 1982;
9.2.3 for the abandonment of the Sub-Contract; or
9.2.4 for any other liability that cannot as a matter of law be limited or excluded.

Subject to Clause 9.2.4 above, the Company will not be liable to the Sub-Contractor for any indirect, special or consequential loss or for (whether direct or indirect) any loss of profits, loss of revenue, damage or reputation, loss of anticipated savings or loss of goodwill.

These Conditions extend to any sub-contract or remedial Services supplied by the Sub-Contractor.

INDEMNITY
10.1 The Sub-Contractor will at all times during and after the term of the Sub-Contract, on written demand, indemnify the Company in full against all losses incurred by, awarded against or agreed to be paid by the Company arising from out of, or in connection with:
10.1.1 any breach by the Sub-Contractor of any of its obligations or of any act, omission or negligence of the Sub-Contractor, its employees, agents or subcontractors and/or any defects in the Services;
10.1.2 any claim by a third party for death, personal injury or damage to property arising out of or in connection with defective Services.

INSURANCE
1.1 The Sub-Contractor will obtain and maintain a adequate level of insurance in respect of its potential liability arising under or in connection with the Sub-Contract (including pursuant to Clause 2), and shall keep all sub-contractors, who will include public liability insurance of not less than £1,000,000 in aggregate per claim.

SPECIFICATIONS
1.1 Where the Company directs the Sub-Contractor to produce, develop or follow specific or bespoke specifications in the Specifications to remediate the Services, all intellectual property rights in and to the Works: the Sub-Contractor hereby waives all moral rights in any such Works.

CONFIDENTIALITY
1.1 Each party to the Sub-Contract undertakes that it will not at any time either during the Contract or after its termination disclose to any person any confidential information concerning the business affairs, customers, clients, suppliers or product formulations and processes or other party (Confidential Information) or any members of its group save:
1.1.1 to its employees, officers or subcontractors who need to know such information for purposes of carrying out the party's obligations under the Sub-Contract; or
1.1.2 as may be required by law, court order or any legal or regulatory authority.

TERMINATION
1.1 The Company may terminate the Sub-Contract by written notice to the Sub-Contractor at any time before the commencement of performance of any of the Services.
1.1.1 The Company may immediately terminate the Sub-Contract at any time if:
(i) the Sub-Contract is in breach of any of its material obligations under the Sub-Contract;
(ii) the Sub-Contractor becomes insolvent, is unable to pay its debts, ceases to trade or has an administrator appointed over the whole or any part of its assets or enters into any arrangement with creditors for the reduction of its debts or a petition is filed or a notice is served for winding up, or there is the occurrence of any event in respect of the Sub-Contract that is analogous to any of the foregoing events in any jurisdiction.

The problems that relate to termination or cancellation will substitute to a termination or cancellation of or any part of the Sub-Contract or:
1.4.1 the Sub-Contract will immediately return all Specifications supplied by the Company pursuant to Clause 14.1 and any other information and materials which belong to or services provided by the Confidential Information of the Company,
1.4.2 Clause 9.2.4 of these Conditions and any other Clauses which expressly or imply have effect after termination or cancellation, will continue in full force and effect; and
1.4.3 the accrued rights, remedies, obligations and liabilities of the parties at termination or cancellation, shall not be affected, including the rights to claim damages in respect of breach of the Sub-Contract which existed at or before the date of termination or cancellation.

LIQUIDATED DAMAGES
1.5 The Company may exercise the right to charge the Supplier with liquidated damages with reference to any of the Company's other statutory or contractual rights or remedies.
1.5.1 the event of Supplier's delay in meeting the due date of delivery of Goods or the date of performance of the Services the Supplier shall pay to the Company liquidated damages amounting to 2% of the gross damage paid or payable under the Contract for each complete day of delay, which the Supplier accepts to be a genuine pre-estimate of the damage in question, or in default thereof, the entire amount of the Sub-Contract.
1.5.2 in the event of termination of the Contract for the reasons attributable to the Supplier, the Supplier shall pay the Company liquidated damages amounting to 20% of the gross amount or payable under the Contract, which the Supplier accepts to be a genuine pre-estimate of a Company's loss.

NON-SOLICITATION
1.6 The Sub-Contractor will not employ nor seek to employ employees or self-employed workers employed by the Company, but if any such employee or self-employed worker accepts employment with SubContractors, directly or indirectly and whether under a contract of service or contract services or otherwise, during the period of the Sub-Contract or within 12 months thereafter, the Sub-Contractor will pay to the Company an amount equal to 40% of the employee's or self-employed worker's gross annual remuneration in recognition of the disruption that employment would cause to the efficient conduct of the Company's business.

GENERAL
1.7 The Sub-Contractor will not assign, transfer, charge, hold on trust for another or deal in any manner with any of its rights or obligations under the Sub-Contract, nor purport to do, nor contract any of all its obligations under the Sub-Contract, without the prior written consent of the Company.

1.8 The Sub-Contractor will be responsible for all acts and omissions of its subcontractors and acts and omissions of those employed or engaged by the sub-contractors as if such acts omissions were its own. All obligations on the Sub-Contractor so to do, or refrain from doing, act will include an obligation upon the Sub-Contractor to procure that its employees, agents and subcontractors also do or refrain from doing such act or thing. The Sub-Contractor will be responsible for payments to the subcontractor and for any and all expenses, charges and liabilities arising as a result of any such subcontract.

1.9 The Company may, at any time and without limiting any of its other rights or remedies, set off the liability of the Sub-Contractor to the Company against any liability of the Company to the Sub-Contractor, whether either liability is present or future, liquidated or unliquidated, and who of either liability arises under the Sub-Contract. The Company will inform the Sub-Contractor in writing of any set-off carried out by the Company pursuant to this Clause 17.9.

1.10 Any notice to be given in writing, and will be sent to the Company as registered address in relation to the Sub-Contract.

1.11 Any failure to enter or delay in party exercising a right or remedy arising in connection to the Sub-Contract will not constitute a waiver of such right or remedy or of any other right hereunder.

1.12 Any modification to or deletion of a provision or part-provision under the Sub-Contract due being invalid, illegal or unenforceable will affect the validity and enforceability of the rest of the Sub-Contract.

The Sub-Contractor will comply with all policies and procedures of the Company notified to Company by the Sub-Contractor from time to time, including the Company's Anti-Bribery and Anti-Corruption and Anti-Slavery and Human Trafficking policies. The Company's policies are available on request and on the Company's website (http://www.black-pollett.com).

These terms and conditions, together with those set out in the Sub-Contract, constitute the entire agreement and supersede any previous agreements between the parties in respect of the matter of the Sub-Contract.
7.10 A person who is not a party to this agreement will not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Sub-Contract.

7.11 These terms and conditions and each Sub-Contract will be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of England and Wales.

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