

## Britplas Commercial Limited & Britplas Facades Limited Terms & Conditions (Short Sub-Contract)

1. The sub-contractor having had reasonable opportunity of inspecting the same is deemed to have full knowledge of the terms of the Principal Contract, short particulars appear overleaf. In the event that any matters arising in connection with this order which are not covered by the following conditions, the Terms and Conditions of the Principle Contract shall apply.
2. The sub-contract undertakes:-
  - a) To execute, complete and deliver up the work specified or referred to overleaf with the best workmanship, and materials by the time or times stated overleaf, or, if not stated, in such manner as the Contractor may direct, to the satisfaction of the Architect/Contractor in accordance with the drawings, specification, programme (if any) and/or the instructions supplied to him from time to time.
  - b) To indemnify the Contractor and adequately insure against all liabilities, loss, claims, and/or proceedings whatsoever by workmen or their dependants of third parties (persons & property) arising out of the works, whether arising in common law or by statute, and produce on demand the policies of such insurance, together with the premium receipts. A memorandum of the Contractor's interest in such insurances shall be registered with the insurance companies concerned, and evidence of such registration produced to the Contractor before work commences. In the case of neglect the sub-contractor to affect such insurances in manner aforesaid, the Contractor shall be at liberty to insure on behalf of the sub-contractor.
  - c) To maintain his work and materials both during the progress of the works and until the Architect has passed it finally, and make good any defects arising therein to the Architects/Contractors satisfaction.
  - d) To make good at his own expense any damage and/or consequential damage (whether accidental or otherwise) consequent upon his work.
3. The sub-contractor must apply to the Contractor for all drawings, details or information necessary to perform his work by the time or times stated, giving dates when required, and notify the Contractor in writing of any delay in or affecting his work within 24 hours thereof giving details. Subject thereto, the Contractor will grant in writing a reasonable extension of time for delays arising in his operation solely from causes beyond the sub-contractors control.
4. The sub-contractor is required to provide any plant or materials to complete the sub-contract works. The plant supplied must be in accordance with both the Clients and Contractors Health and Safety standards.
5. Variations shall not vitiate this Contract, but they shall not be made or proceeded with unless authorised in writing by the Contractor. The amount to be paid or allowed thereof, to be adjusted in accordance with the Principal Contractor unless otherwise agreed. Foreman's signatures will not be recognised as authorisation of variations or extra works without official confirmation from the Contractor. No daywork is to be carried out before a schedule of rates has been agreed. If a negative variation is issued the Sub-Contract will have no right to claim for loss of profit whatsoever.
6. Without prejudice to the sub-contractors rights under this sub-contract the Contractor is not liable to the Sub-Contractor by way of indemnity or by any reason of any breach of this sub-contract for any consequential or indirect loss expense or damage or for any loss of profit.
7. If the sub-contractor shall make a default in any of the following respects: -
  - a) Without reasonable cause wholly suspend the work before completion;
  - b) Fails to proceed with the works with reasonable diligence;
  - c) Refuses or to a substantial degree persistently neglects after notice in writing from the Contractor to remove defective work or improper materials.Then, if such default shall continue for seven days after a written registered notice from the Contractor to the Sub-Contractor specifying the same, the Contractor may (without prejudice to any other right here contained) thereupon by written and registered notice determine the Contract, either wholly or in part.

If the sub-contractor commits an act of Bankruptcy, or in the case of a limited company, goes into liquidation or a receiver is appointed, the Contractor may without prejudice to any other rights here contained by a written and registered notice Determine this Contract. In the event of determination under this Clause, the Contractor shall have the same powers over the Contractors plant, materials and property in like circumstances. The Contractor may also employ another Sub-Contractor and receive from the sub-contractor as liquidated damages all additional costs and/or damaged incurred by the Contractor throughout the Sub-Contractors default.
8. Terms and conditions of Payment:-
  - a) In the case of a Sub-contractor not nominated under the terms of the Principal Contract, payment will be made 49 days from the assessment date (30<sup>th</sup> day of each month) unless expressly noted on the Purchase Order cover sheet, application for payment must be submitted 7 days prior to the assessment date to the value of work executed less a retention of 5%. Retention reducing to 2.5% at Principal Contractors Practical Completion or 12 months following completion of the Sub-Contractors works and 0% at Completion of Defects Certificate or 24 months following completion of the Sub-Contractors works. No retention will be released until the Sub-Contractor applies in writing for release.
  - b) Each certified payment is made within 49 days of the assessment date. The date on which the payment becomes due is 42 days from the assessment date and the final date for payment shall be 7 days from the after the due date.
  - c) The contractor shall not later than 5 days after the due date give notice to the sub-contractor specifying the amount (if any) of the payment made or proposed to be made under this sub-contract and specifying the amount on which that amount is calculated.
  - d) If the Contractor intends to deduct any payment ("Pay Less") which is to be made to the sub-contractor the Contractor shall notify the Sub-Contractor not later than one day before the final date for payment.
  - e) The Contractor shall not be required to make payment to the Sub-Contractor where the employer or any other person from whom the payment is due under the Main Contract (directly or indirectly) has not made payment to the Contractor by reason of insolvency of the employer or that other person. For the purposes of this clause insolvent has the same meaning as set out in the Housing Grants, Construction and Regeneration Act 1996.
9. Should the Sub-contractor fail to complete the works by the time stated, or by such extended time or times as may be granted, the Sub-Contractor shall pay or allow the Contractor liquidated damages at the rate stated within the Main Contract per week or part thereof but in the event of the Contractor (through default of the Sub-contractor alone) paying damages under the Principle contract, and/or incurring extra cost by way of overtime or otherwise to minimise delay under, and thereby reduce or avoid damages payable under the Principal Contract, the Sub-contractor shall pay or allow the Contractor as Liquidated damages such damages as the Contractor actually pays under Principal Contract, and/or such extra costs as the Contractors may have incurred by overtime or otherwise.

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10. In the event of the Principle Contractor being determined by the Contractor then this order or Sub-Contract shall there upon also determine and the sub-contractor shall be entitled to be paid in accordance with the terms and conditions of payment. The value of the sub-contract works and any variations thereof executed at the date of determination shall be ascertained in accordance with the provisions of the Principle Contract.
11. The Contractor may issue a direction to the Sub-Contractor with regard to the omission or execution of work from the Sub-Contract works including that in respect of which there is a provisional sum. The Sub-Contractor shall not be entitled to claim for loss of profit in respect of any such omission.
12. The Contractor shall not be held responsible for any loss or damage to the Sub-Contractor, his materials, plant, tools, or tack for fire, storm, and tempest or any other cause.
13. Any reference made herein to the Sub-Contractors tender shall be deemed to exclude any conditions to which it may be subject, except insofar as such conditions include warranties or guarantees on the part of the Sub-Contractor.
14. In the event of any dispute or difference arising the matter shall be referred to arbitration in accordance with the terms of the Principal Contract.
15. The sub-contractor shall not use the Contractor's name (or any part thereof), any details of the works or sub-contract works, for the purposes of publication, or take nor permit to be taken any visual record nor make any other publication in connection with the works unless written permission has first been obtained from the Contractor.
16. The sub-contractor shall not either during the course of or after completion of the sub-contract works, disclose (except as provided in clause 15.) or use for any purpose except in performance of the sub-contract works any information or details of concepts, models, designs, processes and systems, design documents, technical documents or other information provided by the Contractor or embodied in the design or construction of the works at any stage.
17. Clause 14. Shall not apply to:
  - a) Any information which at the time of disclosure by the Contractor is in the public domain as evidenced by printed publication or otherwise;
  - b) Any information which after disclosure by the Contractor becomes part of the public domain by publication or otherwise other than by any action of the Sub-contractor;
  - c) Any information which the Sub-contractor can show was in the possession at the time of the initial disclosure by the Contractor without limitation or restriction against subsequent use of disclosure and was not acquired directly or indirectly from the Contractor.
  - d) Any information which the Sub-contractor rightfully receives from an independent third party who did not receive such information directly or indirectly from the contractor with limitation or restriction on its use; and
  - e) Any information which is properly required by due process, or by legitimate action of any law enforcement or regulatory body.
18. The period required to commence works on site is 1 week or if no notice is given as defined within the Main Contract.
19. The Sub-contractor shall cooperate with and coordinate their work with the work of Others' with a view to the works being built, operated, and repaired and maintenance economically, efficiently and with as few disputes as possible.
20. The number of visits is as required to complete the works in accordance with the Contractor's programme.
21. The Sub-contractor is to protect all works executed by him and his site materials against loss or damage howsoever caused (fair wear and tear excluded) until the completion of the whole of the works is certified.
22. Without prejudice and in addition to any other rights and remedies of the Contractor whenever under this sub-contract or any other contract or howsoever arising any sum of money shall be recoverable from or payable by the Sub-contractor to the Contractor, that sum may be deducted from any sum then due or which thereafter may become due to the Sub-Contractor under this sub-contract or any other contract with the Contractor.
23. Confidentiality means all information (whether written or oral) concerning the business and affairs of either party and/or relating to the Works and/or the site of the Works.
  - a) the Sub-contractor shall not, without the prior consent of the Contractor, take or authorise the taking of any film or photographs of the site of the works for use in any publicity or advertising nor publish alone or in conjunction with any other person any articles, photographs or other illustrations relating to the works or the site of the works or any part of them, nor shall the Sub-Contractor disclose to any publication, journal or newspaper or any radio or television programme or any social media platform any information about the works or the site of the works.
  - b) Each of the Parties undertakes to the other to keep the Confidential Information confidential both during the term of the Contract and after its expiry or termination for any reason, except to the extent that: the Confidential Information was already lawfully known, or became lawfully known to the relevant party independently
  - c) the Confidential Information was already lawfully known, or became lawfully known to the relevant party independently
  - d) the Confidential Information is in or comes into the public domain other than due to wrongful use or disclosure by the relevant party;
  - e) disclosure or use is necessary by the relevant party in connection with entry into the Contract or for the proper and effective performance of its obligations under the Contract (including disclosure by either party to its insurers and professional advisers); or
  - f) disclosure is required by law to any government, governmental department, agency, regulatory or fiscal body or authority (whether national or foreign).
24. Anti-Bribery Obligations – Compliance with relevant requirements  
The Sub-contractor undertakes and warrants that it shall:
  - a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (the "Relevant Requirements");
  - b) comply with the Anti-bribery, Corruption and Business Ethics Policies of the Company which are notified to the Sub-contractor from time to time and any relevant industry code on anti-bribery, in each case as the Contractor or the relevant industry body may update them from time to time (the "Relevant Policies");
  - c) have and shall maintain in place throughout the term of this order, its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the relevant requirements and the relevant policies and will enforce them where appropriate;
  - d) promptly report to the Contractor in writing 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 the Works;



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- e) immediately notify the Contractor 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 the order).
- 25. Assignment. The Sub-contractor shall not assign, transfer, delegate or sub-subcontract any of its rights or obligations under these Conditions without the prior written consent of The Contractor. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Sub-contractor of any of its obligations hereunder. The Contractor may at any time assign, transfer or sub-subcontract any or all of its rights or obligations under the order without the Contractors prior written consent.
- 26. Severability. If any term or provision of this order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this order or invalidate or render unenforceable such term or provision in any other jurisdiction.