

TAYLOR LANE STANDARD TERMS AND CONDITIONS

1. Basis of contract

- a. The Order, once signed or otherwise acknowledged in writing by the Customer, constitutes an offer by the Customer to purchase Goods and/or Services (Collectively "Goods" and/or "Services") in accordance with these Conditions.
- b. The Order shall only be deemed to be accepted when Taylor Lane issues written acceptance of the Order in the form of an Acknowledgement of the Order which is also counter signed by Customer at which point and on which date the Contract shall come into existence (Commencement Date). If the Acknowledgement of the Order is not signed and returned by Customer within 7 days of date of Acknowledgement of the Order then it will be deemed accepted and binding on these Conditions.
- c. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Taylor Lane which is not set out in the Contract. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any quotation given by Taylor Lane shall not constitute an offer to enter into contractual relations, and in any event is only valid for the period stated therein.
- d. If the Contract becomes impossible to perform or is otherwise frustrated the Customer shall be liable to pay Taylor Lane all reasonable costs, expenses, overheads and all loss of profit which Taylor Lane, its Taylor Lanes or sub-contractors incur as a result of such frustration or impossibility of performance.

2. Goods and Materials

- a. The Goods are described in the Quotation issued by Taylor Lane. The Customer confirms the accuracy of the Good's description and places an offer by signing and returning the Order, or otherwise by acknowledging in writing his approval of the Quotation. Taylor Lane reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.
- b. Materials which do not form part of the stocks of Goods maintained by Taylor Lane in its ordinary course of business which are purchased by Taylor Lane to meet specific requirements of the Buyer, cannot be accepted for return by Taylor Lane.

3. Quality of Goods

- a. Taylor Lane hereby undertakes to make good any defects in the Goods and Services arising (within one year of the date of handover) due to any design, workmanship or materials carried out or supplied by Taylor Lane not being in accordance with the Contract and which is not due to ordinary wear and tear or to improper use or care by another party other than Taylor Lane. The liability of Taylor Lane under this clause shall constitute its sole liability (save in respect the relevant terms of section 15).
- b. The Customer shall not be entitled to assign the benefit of the Contract.
- c. The Customer shall not use or permit to be used the whole or part of the Goods supplied under the Contract before they have been completed inspected and handed over by Taylor Lane. If the Goods or any part of them are so used the Customer shall indemnify Taylor Lane against any liability that may be incurred by Taylor Lane to any person whether arising directly or indirectly by such use. Taylor Lane reserves the right to sub-contract part or all of the provision of Goods or Services.
- d. Neither Party shall be liable to the other for any loss of profit or income or for any indirect or consequential loss or damage whatsoever which may be suffered by the Customer. Where Taylor Lane undertakes any design as part of the Services, Taylor Lane's liability for that design will not be greater than that which would be owed by a professional design consultant supplying the same design under a contract for the supply of that design only. No party shall be entitled to liquidated damages in any event.

4. Charges and payment

- a. The price for Goods and Services shall be the price set out in the Quotation.
- b. Taylor Lane reserves the right to (a) increase its standard daily fee rates for the charges for the Services. Taylor Lane will give the Customer written notice of any such increase 2 months before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify Taylor Lane in writing within 2 weeks of the date of Taylor Lane's notice and Taylor Lane shall have the right without limiting its other rights or remedies to terminate the Contract by giving 30 days written notice to the Customer, and (b) increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to Taylor Lane that is due to (i) any factor beyond the control of Taylor Lane (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs), (ii) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or (iii) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give Taylor Lane adequate or accurate information or instructions in respect of the Goods.
- c. In respect of Goods and Services Taylor Lane will invoice on the terms set out within the payment schedule as provided by Taylor Lane to Customer from time to time provided supplemental to the Order and/or the Acknowledgement of Order. All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by Taylor Lane to the Customer, the Customer shall, on receipt of a valid VAT invoice from Taylor Lane, pay to Taylor Lane such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- d. With regards to any late payments the Customer shall pay interest at the rate of 4% per annum above the Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. Taylor Lane will have the right to suspend performance of his obligations if invoices are not paid within the agreed payment terms. The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law.
- e. The Customer shall indemnify Taylor Lane, on a full indemnity basis, for any direct or indirect costs incurred (including legal, professional, administrative, loss of profit or otherwise) as a result of the Customer's non-compliance with the Contract.

5. Delivery of Goods

- a. It is a material condition of Taylor Lane complying with any date for completion that Taylor Lane has received timeously from the Customer all information, drawings, licenses, permits and approvals necessary to enable Taylor Lane to proceed with and complete the Goods and Services. A date for completion is to incorporate periods for each of the following (a) design (b) off-site fabrication and (c) delivery and/or erection – the erection to be executed in such an order and manner as the Parties will agree to in writing. Any date for completion is to be treated as an estimate only unless otherwise agreed in writing by Taylor Lane and shall not involve any obligation on Taylor Lane to complete the Goods and Services by a specified date.
- b. The Customer shall at its own expense before the estimated date of commencement of any part of the Goods and Services ensure that the place of delivery is ready in all respects for the Goods to be delivered and for the Services to commence and without prejudice to the generality of the Customer's obligations in this respect that all facilities and items listed in the Schedule to the Attendances have been or will be provided by the Customer as and when required by Taylor Lane in order to enable the Goods and Services to proceed. The date for completion assumes that Taylor Lane will be given free and uninterrupted access to the place of delivery and the right to work unrestricted hours to maintain the programme.
- c. Taylor Lane is engaged in volume production and any delay not caused by Taylor Lane during or prior to manufacture of the Goods may require the date for completion to be postponed to a date chosen by Taylor Lane in its sole discretion. Upon becoming aware that a delay will or may occur Customer shall notify Taylor Lane immediately so as to enable Taylor Lane to minimise the costs arising from such delay. Taylor Lane reserves the right to charge the Customer for the costs incurred by Taylor Lane in re-programming any production or manufacturing run necessary to accommodate such delay. In a supply only situations it is the Customer's responsibility to store,

stack and protect all goods in accordance with any relevant recommended practices and Customer shall be responsible for ensuring it is fully informed as to the nature, content and meaning of said practices.

d. Unless stated to the contrary in the Quotation Taylor Lane shall deliver the Goods to the place of delivery on articulated lorries. The Customer is liable for any costs resulting from access to the place of delivery being unsuitable. A maximum of 2 hours is included for offloading the Goods and Taylor Lane reserves the right to charge any additional costs incurred should this time be exceeded. All pallets and packaging used during transportation will become the property of the Customer unless specifically stated in the quotation.

e. If, due to circumstances outside the control of Taylor Lane the Customer cannot accept delivery of any of the Goods and Services on the date for completion or is otherwise unable to grant access to Taylor Lane to the place of delivery for the purpose of delivery of the Goods or commencement of the Services, Taylor Lane reserves the right to recover any costs incurred by the delay and/or to continue to manufacture Goods and deliver them to storage in accordance with these terms. Where the Customer is unable to accept delivery of all or any of the Goods on the date for completion or as otherwise agreed it is the responsibility of the Customer to arrange for suitable storage at the sole cost of the Customer. Taylor Lane shall not be liable for any delay or any consequence of any delay in the production or delivery of any of the Goods or in the completion of the Services. Time shall not be of the essence in this respect.

6. Title and risk

a. The risk in the Goods shall pass to the Customer on completion of delivery. Title to the Goods shall not pass to the Customer until Taylor Lane receives payment in full (in cash or cleared funds) for the Goods and any other goods that Taylor Lane has supplied to the Customer, in which case title to the Goods shall pass at the time of payment of all such sums.

b. Until title to the Goods has passed to the Customer, the Customer shall (a) store the Goods separately from all other goods held by the Customer wherever the goods are capable of being stored separately so that they remain readily identifiable as Taylor Lane's property, (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods, (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Taylor Lane's behalf from the date of delivery and (d) notify Taylor Lane immediately if it becomes subject to any events that warrant termination of the Contract. If before title to the Goods passes to the Customer the Customer becomes subject to an event of termination, then, without limiting any other right or remedy (a) the Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and (b) Taylor Lane may at any time (i) require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and (ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. Supply of Services

a. Taylor Lane shall provide the Services to the Customer in accordance with the Service Specification in all material respects. Taylor Lane shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order, or overleaf as the case may be, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services. Taylor Lane shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Taylor Lane shall notify the Customer in any such event.

b. Taylor Lane warrants to the Customer that the Services will be provided using reasonable care and skill. Taylor Lane will provide any required design, advisory or consultancy services (including but not limited to the preparation of drawings, specifications and contract particulars) with reasonable care and skill. No warranty is made or implied in respect of these Services if erection is carried out by the Customer or its own agents or contractors before any necessary approvals are obtained or if such Services are used to gain approvals and subsequently goods and materials are sourced elsewhere (in which case Taylor Lane has a right to charge for the Services at the rate ruling at the time).

8. Customer's obligations

a. The Customer shall (a) ensure that the terms of the Order are complete and accurate, (b) co-operate with Taylor Lane in all matters relating to the Services, (c) provide Taylor Lane, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation, facilities as reasonably required by Taylor Lane to provide the Services, (d) provide Taylor Lane with such information and materials as Taylor Lane may reasonably require to supply the Services, and ensure that such information is accurate in all material respects, (e) prepare the Customer's premises for the supply of the Services in accordance with the Site Conditions as required by Taylor Lane (f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start unless the Order expressly states otherwise (g) keep and maintain all materials, equipment, documents and other property of Taylor Lane (Taylor Lane Materials) at the Customer's premises in safe custody at its own risk, maintain Taylor Lane Materials in good condition until returned to Taylor Lane, and not dispose of or use Taylor Lane Materials other than in accordance with Taylor Lane's written instructions or authorisation.

b. If Taylor Lane's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default) Taylor Lane shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays Taylor Lane's performance of any of its obligations. Taylor Lane shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Taylor Lane's failure or delay to perform any of its obligations as set out in this clause. Lastly, the Customer shall reimburse Taylor Lane on written demand for any costs or losses sustained or incurred by Taylor Lane arising directly or indirectly from the Customer Default.

9. DISPUTES

a. Should any dispute arise between the Parties under or in relation to any Contract such disputes shall be resolved as follows: (i) Either Party may suggest to the other that the dispute or difference be resolved by way of mediation and, upon being requested to do so, the other Party shall, within 7 days, indicate whether or not it consents to such mediation. The mediator or method of selecting the mediator shall be a matter for agreement between the Parties and the aim of any mediation conducted shall be a consensual but binding settlement of the dispute or difference in question, (ii) Either Party may refer such dispute or difference to adjudication in accordance with the provisions of the JCT 2011 edition of the Construction Industry Model Arbitration Rules. The Arbitrator shall be an individual agreed by the Parties within 14 days of the date of service of the notice of arbitration or, in the absence of agreement within that period, appointed on the application of either Party in accordance with Rule 2.3. Any challenges to and/or enforcement of awards made by Adjudicators will be dealt with by way of legal proceedings, not by way of arbitration, (iii) Subject to (ii) either Party may at any time commence legal proceedings in respect of such dispute or difference.

10. TERMINATION

a. Without affecting any other right or remedy available to it, either party may terminate the contract with immediate effect by giving written notice to the other party if the other party commits a material breach of any term of the contract which is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so or if the other Party becomes insolvent, or if an order is made or a resolution is passed for the winding up of the other Party, or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the other Party's assets or business, or if the other Party makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt.

b. Taylor Lane reserves the right to terminate any and all contracts in the event an insurer (including credit risk insurer) retracts or amends any of its insurance policies and cover with Taylor Lane.

c. Termination of the contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breaches which existed at or before the date of termination.

11. Intellectual property rights

All Intellectual Property Rights (defined below) in or arising out of or in connection with the Services and Goods shall be owned by Taylor Lane. The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Customer's use of any such Intellectual Property Rights is conditional on Taylor Lane obtaining a written licence from the relevant licensor on such terms as will entitle Taylor Lane to license such rights to the Customer. All Taylor Lane Materials are the exclusive property of Taylor Lane. Intellectual Property being patents, rights to inventions, copyright and related rights (including but not limited to any blueprints and associated documentation concerning the design and build of the project to which this Contract relates ("Blueprints")), trade marks, business names and domain names, rights in get-up, goodwill and Intellectual Property Rights being the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other Intellectual Property, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world. Any and all such Intellectual Property provided by Taylor Lane to Customer shall be done so on the condition such Intellectual Property is held confidentially by Customer and used only for the purposes of the project to which the Contract relates. Customer confirms it has in place processes and shall undertake all acts and deeds to ensure that the Intellectual Property Rights are not infringed upon by it or any third party. For the avoidance of doubt the Blueprints shall remain in the ownership of Taylor Lane and Taylor Lane grants a revocable licence to Customer to use the Blueprints only in relation to the project to which this Contract relates. If Customer breaches any terms of this Agreement, including making late payments, Taylor Lane reserves the right (without infringing upon any other rights herein) to revoke the licence concerning the Blueprints and other Intellectual Property immediately.

12. Confidentiality

A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 12 shall survive termination of the Contract.

13. Exclusions

The Quotation excludes the following items, in addition to those specified in the Schedule of Attendances, (a) those specified in the quotation which, unless agreed in writing, it shall be the Customer's responsibility to provide to Taylor Lane's requirement, (b) whilst Taylor Lane will endeavour to comply with all statutory provisions and codes of practice applicable to the provision of the Goods and Services Taylor Lane will have no responsibility to obtain any consents or permissions necessary for the supply of the Goods and/or Services, (c) builder's work in connection with plumbing, heating and ventilation and other mechanical and electrical services including nothing and holing for cable, pipe runs, flue, vents and the like, (d) any costs incurred by Taylor Lane associated with the production and issue to any party on the instructions of the Customer of structural calculations relating to the Goods and Services and (e) the provision of a collateral warranty agreement, unless otherwise specifically agreed in the Quotation. For the avoidance of doubt, Taylor Lane shall only provide items listed in the Contract Specifications and the exclusions listed herein are not exhaustive. If the Customer is in uncertain as to whether any items are included or excluded in the Contract Specifications it is Customer's responsibility to bring this to Taylor Lane's attention prior to entering into the Contract.

14. Schedule of Attendances and facilities to be provided by the Customer

If deemed applicable by Taylor Lane in its sole discretion, the following attendances and facilities shall be at Taylor Lane's request provided by the Customer and maintained at all times for the duration of and in relation to the provision of the Services at the place of delivery, free of charge and in a manner so as not to disrupt or restrict the regular progress of the Services and in compliance with the relevant current health and safety at work requirements, (a) any hoisting, craneage, forklifts or plant requirements of any kind required for the unloading, distribution or erection of the structure, together with skilled and qualified operatives as appropriate unless specifically incorporated within the quotation, (b) labour and plant for unloading, checking and distribution of any materials supplied which do not form part of the structural erection, (c) scaffolding and any other item necessary for access or roof edge protection etc. which is required to meet with statutory requirements and which may require to be altered during the progress of the Services. The external scaffolding must be erected prior to the delivery of the goods, (d) fall / arrest, soft landing systems, nets, harnesses, etc. to be supplied and moved as and when necessary for the execution of the Services, (e) suitable hard standing and clear access to all sides of the structure to permit access for cranes etc. to operate and free from obstruction such as overhead cables, power lines, trees and other similar obstructions, (f) 110-volt power supply adjacent to the works and all temporary lighting, (g) messing, canteen, first-aid and welfare facilities including drying facilities, (h) secure, lock fast container for tools and sundry materials, (i) skips or the like placed immediately adjacent to and at the same level as the working area for the removal of rubbish and debris off site including tipping charges, (j) protection of the works where taken over by other trades or contractors or where Taylor Lane has left the site and (k) provision of security (including security personnel) to safeguard the plant, equipment and the Goods.

15. Miscellaneous

- a) A failure or delay by a party to exercise any right or remedy provided under these Terms and Conditions or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Terms and Conditions or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- b) A party that waives a right or remedy provided under these Terms and Conditions or by law in relation to one party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.
- c) Except where expressly provided the rights and remedies provided under these Terms and Conditions and under the agreement between the parties, are in addition to, and not exclusive of, any rights or remedies provided by law.
- d) If any provision or part-provision of a contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the contract.
- e) Neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under an agreed contract between the parties without the prior written consent of the party (such consent not to be unreasonably withheld).
- f) Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- g) A person who is not a party to an agreed contract under these conditions shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the contract or of these Terms and Conditions.
- h) Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:
 - i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

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ii) sent by email but only accepted if acknowledged by Taylor Lane;

i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

ii) if sent by email, at 9.00 am on the next Business Day after transmission.

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

i) Any Contract entered into under these provisions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

j) Nothing in these Terms and Conditions shall limit or exclude Taylor Lane's or the Customer's liability for (i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (ii) fraud or fraudulent misrepresentation; or breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or (iii) any other liability which cannot be limited or excluded by applicable law.

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