

ABRICON

STANDARD CONDITIONS OF PURCHASE (SERVICES)

1. DEFINITIONS AND INTERPRETATION

In these General Conditions the following words shall have the meanings set out opposite them:

- “ Buyer” Abricon (A trading Division of TCSR Limited), whose registered office is at Embassy House, Fifth Floor, Queens Avenue, Bristol BS8 1SB.
- “ Seller” means the person, firm or Company to whom this Order is addressed.
- “ The Order” means the purchase order to which these conditions relate.
- “ The Contract” means any contract between Buyer and Seller formed as a result of acceptance by Seller of this Order.
- “ Services” means the services to be provided by the Seller to the Buyer under the contract.
- “ Writing” includes e-mail, facsimile transmission and comparable means of communication.

2. GENERAL

- a. These Conditions shall prevail over and the Buyer shall not be bound by any terms and conditions stipulated in any acknowledgement, invoice, receipt, delivery note or other document of the Seller notwithstanding that the same shall have been signed or accepted on the Buyer' s behalf.
- b. Subject to Condition 2(c), neither the Buyer nor the Seller shall be bound by any amendment or addition to, or waiver of, the Contract unless agreed in writing by the parties.
- c. The Buyer may at any time by written notice alter the scope of the Services to be delivered by Seller. If such change increases or decreases the cost of and/or the time required for performance of the Contract, an equitable adjustment shall be made to the price and/or time required for performance, provided that no such adjustment shall be made unless claimed by the Seller by written notice to the Buyer within 7 days of the receipt of the Buyers alteration notice.
- d. Commencement of the delivery of the Services by the Seller shall be deemed conclusive evidence of the Seller' s acceptance of the Contract.

3. SUPPLY, PAYMENT AND AUDIT

Subject to the other terms of the Contract:

- a. The Seller shall apply the Services to the Buyer at the place and at the time specified in the Contract;
- b. The Buyer shall, subject to the Seller having stated the order number on all invoices, pay the Seller the price specified in the Contract;
- c. Seller shall use best endeavours to complete all obligations under the Contract in a timely manner;
- d. The Buyer or its representatives shall have the right, at any reasonable time, to audit and take copies of extracts from the Seller' s books, accounts, records and original documents (including computer data) relating to the Contract and the Seller shall maintain such documents for at least three years after termination of the Contract;
- f. The acceptance of the Services by the Buyer and the delivery by the Seller to the Buyer of a tax invoice appropriate for VAT purposes (where applicable) shall be a condition precedent to the Buyer' s obligations to make payment to the Seller. Where payment is to be made by instalments the Seller shall deliver such a tax invoice prior to each instalment

ABRICON

STANDARD CONDITIONS OF PURCHASE (SERVICES)

4. QUALITY AND HEALTH AND SAFETY

- a. The Seller shall comply with all statutes, bylaws, regulations and requirements of any government or other competent authority relating to the supply of the Services and obtain any licences, consents or permits required to carry out the Contract; and
- b. Seller shall provide to the Buyer on request full and up-to-date information regarding the progress of the provision of Services.
- c. Seller will at all times work to the standards of good practice and diligence to be expected of a provider of Services as specified in the Contract.

5. INTELLECTUAL PROPERTY

The Seller warrants that the Services do not infringe any patent, design, trade mark, copyright or other proprietary or protected rights (whether registered or unregistered) and shall fully indemnify the Buyer and its Associated Companies (which expression means any company or companies deemed at the relevant time to be a subsidiary or subsidiaries of the Buyer for the purposes of the Companies Act 1985 as amended) against any actions, claims, demands, costs, charges, expenses and damages arising from or incurred by reason of any such infringement or alleged infringement resulting from the provision of the Services or any action associated with them. This indemnity shall not apply to any infringement or alleged infringement to the extent that the Seller has followed a design or instructions furnished by the Buyer. Where any specifications or designs of any of the Services have been provided or commissioned by the Buyer, all proprietary or protected rights in them shall remain the property of or vest in the Buyer. Any intellectual property rights arising from the provision of the Services shall be the property of or vest in the Buyer.

6. SOFTWARE LICENCE

The Buyer is hereby granted a perpetual and non-exclusive licence to use any proprietary software owned by the Seller and supplied as an integral part of the Services.

7. ASSIGNMENT AND SUBCONTRACTING

- a. The Seller shall not, without the prior written consent of the Buyer, assign, transfer or sub-contract the Contract or any part of it to any other person.

Any such permitted assignment, transfer or sub-contract shall not relieve the Seller from any of its obligations under the Contract.
- b. The Buyer shall have the right to assign or transfer its rights and obligations under the Contract without the prior written consent of the Seller.

8. INJURY, DAMAGE AND INSURANCE

- a. Unless otherwise agreed in writing, the Seller shall be liable for and shall indemnify and hold the Buyer harmless against all losses, liabilities, claims, costs, expenses and damages arising directly or indirectly out of or in connection with the performance or non-performance of the Contract and arising from;
 - 1) any loss or damage to the Buyer' s property or that of any third party; or
 - 2) any injury, including fatal injury or disease, to third parties whatsoever and howsoever caused.

The Seller shall take out insurance in respect of these liabilities in the amount of at least £1,000,000 (one million pounds) for any one occurrence. The Seller shall comply with all reasonable requests from the Buyer to see the current certificate(s) of insurance.

- b. Notwithstanding anything to the contrary in the Contract, nothing shall exclude or restrict the Buyer' s liability for death or personal injury resulting from the Buyer' s negligence.

ABRICON

STANDARD CONDITIONS OF PURCHASE (SERVICES)

9. CONFIDENTIALITY

- a. The Seller shall not during and after expiry or termination of the Contract disclose or make use of (except as may be required to perform its obligations under the Contract) any confidential information acquired from the Buyer which would normally be regarded as commercially confidential, so long as the information remains confidential.
- b. The Seller shall not mention the Buyer' s name or the existence of the Contract in any publicity material or other communications to third parties without the Buyer' s prior written consent.

10. TERMINATION

In addition to its rights of termination under Conditions 11 and 12, the Buyer may for any reason at any time terminate the Contract by giving written notice to the Seller. In such event, the Buyer shall pay and the Seller shall accept in full and final settlement of all claims under the Contract, such sum as shall reasonably compensate the Seller for all work done and obligations assumed in the proper performance of the Contract prior to its termination.

11. REMEDIES

If the Seller fails to comply with any of its obligations under the Contract then, notwithstanding that such failure may have been discovered by the Buyer after delivery or performance, the Buyer may, at its sole discretion and at the Seller' s risk and expense, do any of the following (in combination, if appropriate):

- a. Terminate the Contract at any time;
- b. Purchase equivalent Services elsewhere;
- c. Require the Services to be replaced or redone;
- d. Make good any defects in the Services or have them made good by others.

The Seller shall indemnify the Buyer against all losses, liabilities, claims, costs, expenses and damages arising out of the Seller' s failure to comply with its obligations under the Contract and the exercise by the Buyer of its rights under the Contract or at Law .

12. BANKRUPTCY OR LIQUIDATION

The Buyer may by notice in writing terminate the Contract at any time without compensation to the Seller in any of the following events:

- a. If the Seller (being an individual) or if a partner in the Seller (being a firm) shall at any time be adjudicated bankrupt, or if a petition in bankruptcy is filed in relation to his affairs or if he makes any composition or arrangement with or for the benefit of his creditors or shall make any conveyance or assignment for the benefit of his creditors or if a receiver or trustee in bankruptcy or similar officer, temporary or permanent is appointed; or
- b. If the Seller (being a company) is unable to pay its debts as they fall due or goes into liquidation (whether voluntarily or compulsorily) or its equivalent in the jurisdiction applicable to the Seller, other than for the purpose of a reconstruction or amalgamation (previously approved in writing by the Buyer) or makes any arrangement or composition with its creditors or if a receiver or administrator of all or any part of its assets is appointed.

13. LAW OF CONTRACT

- a. The construction and performance of the Contract shall be governed by the laws of England and the English courts shall have exclusive jurisdiction.
- b. All provisions of the Contract are without prejudice to the Buyer' s rights and remedies pursuant to common law, statute or otherwise.

ABRICON

STANDARD CONDITIONS OF ENGAGEMENT

1. CONDITIONS OF ENGAGEMENT

In the Conditions the following expression shall have the meanings hereby assigned to them except where the context otherwise requires:

Client means the person, firm or company used in the Letter of Offer commissioning the Services to be provided by Abricon in accordance with these conditions.

Abricon is a trading division within the TCSR Limited which is a UK registered Company (registered number 02117837), hereinafter referred to as 'Abricon'.

Letter of Offer, Tender, Proposal means the letter, tender or proposal accompanying these Conditions addressed to the Client.

2. SCOPE OF SERVICES

The Scope of Services to be performed by Abricon shall be as specified in Schedule I attached hereto ("The Services").

3. COMPENSATION AND PAYMENT

Compensation for the provision of the Services by Abricon shall be specified in Schedule 2 attached hereto. Unless otherwise indicated in Schedule 2, Abricon shall invoice the Client monthly for the Services performed during the period and for reimbursable costs and charges incurred during that period in performance of the Services, and the Client shall make payment of the amount of the invoice within thirty (30) days after the date of the invoice. Any amount not paid within that period shall attract interest from the due date until receipt of payment by Abricon at 4% above the base lending rate of Abricon's designated bank. Compensation shall be exclusive of any value added or equivalent tax, and any such tax which is payable on the provision of the Services to the Client shall be paid by the Client as part of the invoiced sum and invoices will separately identify this tax.

4. CHANGES

4.1 Scope – The Services described in Schedule 1 are based on facts known at the time of preparation of Schedule 1, and include information supplied by the Client. Subsequent information may indicate that the Scope of Services must be redefined. In this case, Abricon will promptly provide the Client with an amendment to the scope of Services and this amended scope will be deemed to have been approved by the Client if not objected to within fifteen (15) days of receipt by the Client. Additionally, the Client may by written instruction make changes to Abricon's Scope of Services. In any of the above circumstances, Abricon's compensation shall be adjusted accordingly and thereafter Abricon shall commence performance of the additional or amended services.

4.2 Programme – The Client shall upon the request of Abricon grant an extension to any planned programme for performance of the Services and, if appropriate, an adjustment to Abricon's compensation, if Abricon has been delayed or impeded in the performance of the Services by (i) a Change Order, (ii) any delay caused by the Client, (iii) an event of Force Majeure (being any event beyond the control of Abricon), (iv) a suspension for any reason, (v) any change of Law, (vi) any other reason mutually agreed by the parties.

ABRICON

STANDARD CONDITIONS OF ENGAGEMENT

5. WARRANTY AND LIABILITY

5.1 Abricon warrants that the Services shall be performed with reasonable skill, care and diligence in accordance with accepted professional engineering and consulting standards and practices existing at the date of performance of the Services. Abricon's liability arising out of the performance of the Services for any breach of this warranty shall be limited to (i) re-performance of any services to correct the breach and (ii) the direct consequences of such breach where such breach was reported to Abricon in writing within one year of the date of performance of the relevant Services. However, Abricon's maximum liability arising out of or related to the Services shall be limited to the limits of professional indemnity insurance coverage specified herein.

5.2 Abricon shall not be responsible for the acts or omissions of the Client or of the Client's contractor or any of the contractor's agents, employees or sub-contractors: nor for the acts or omissions of material or equipment manufacturers or suppliers: nor for the acts or omission of any other engineer or consultant.

5.3 No Collateral Warranty will be accepted by Abricon unless the Client has advised, prior to the commencement of the Services, that a warranty will be required. Sufficient time shall be allowed, by the Client, for negotiation of the Warranty.

5.4 All warranties, other than the above, whether express or implied, including without limitation any warranties of merchantability or fitness for purpose, are expressly excluded.

5.5 Abricon shall defend, indemnify and hold harmless the Client Group (as defined below) from and against all claims, demands, or causes of action for damage to or loss of any equipment or property of Abricon, its vendors, sub-contractors or sub-consultants (the Contractor Group), for injury to or death of any employees of the Contractor Group arising out of the performance of the Services, regardless of whether such loss or damage shall result in whole or in part from the Client Group.

5.6 The Client shall defend, indemnify and hold harmless the Contractor Group from and against all claims, demands, or causes of action for damage to or loss of any equipment or property of the Client, the Client's customer(s), or their respective contractors, consultants or vendors (other than Abricon) ("the Client Group") or for injury to or death of any employees of the Client Group arising out of the performance of the Services regardless of whether such loss or damage shall result in whole or in part from the Contractor Group.

5.7 Whether due to delay, breach of warranty, negligence, or any other causes, Abricon shall not be liable for any special indirect or consequential damages of any nature, or for Client's loss of actual or anticipated profits or revenue, loss by reason of shutdown, non-operation or increased expenses of manufacturing or operation.

6. INSURANCE

Abricon shall at its own cost and expense maintain employers' liability, motor vehicle, public liability and professional indemnity insurance coverage in amounts in accordance with legal requirements and Abricon's own business requirements. For the purposes of the warranty and liability provisions above, Abricon's professional indemnity insurance shall be maintained in the sum of one million pounds sterling (£1 million) unless amended in Schedule 3.

7. PROJECT INFORMATION

The Client shall make available to Abricon all data on project scope, schedule, cost and quality requirements and other information reasonably necessary to allow Abricon to undertake and perform the Services and Abricon shall be entitled to rely upon all such information made available by the Client.

ABRICON

STANDARD CONDITIONS OF ENGAGEMENT

8. INTELLECTUAL PROPERTY RIGHTS

Copyright of all drawings, reports and other documents provided by Abricon in connection with the Services shall remain vested in Abricon, but the Client shall have a licence to copy and use such drawings and other documents and to reproduce the designs contained in them for any purpose related to the project in relation to which the Services are provided. Abricon shall not be liable for any use by the Client of any of the drawings or documents for any purpose other than that for which the same were prepared and provided by Abricon.

9. TERMINATION/SUSPENSION

The Client may terminate the Services if Abricon is in substantial breach of its obligations herein and Abricon has not commenced to remedy that breach within thirty (30) days after receipt of a written notice to that effect from the Client. Abricon may suspend or terminate performance of the services if any compensation payable to Abricon has been outstanding for more than sixty (60) days from the date of Abricon's relevant invoice. In the event of termination of the Services, the Client shall make payments to Abricon for (i) all invoice and interest amounts outstanding at date of termination (ii) all Services completed up to the time of termination and (iii) all expenses of termination by Abricon in connection with performance of the Services.

10. GOVERNING LAW

The provision of the Services shall be governed by and construed in accordance with English law.

11. CHANGE IN LAW

Should the applicable laws, rules or regulations of England (or the place where the work is being performed or for where the project is being designed if other than England) be changed or enacted after submission of Abricon's tender for the Services in such a manner as to cause increase in cost to Abricon or to delay the planned programme, compensation and programme shall be adjusted accordingly.

12. NOTICES

Unless otherwise agreed, notices shall be served on the registered office of the parties. Notices may be served personally, by pre-paid mail or by facsimile. Notices shall be deemed served immediately if served personally or by facsimile or seven days from the date of the notice if served by pre-paid mail. Notice of termination may not be served by facsimile.

13. SPECIAL TERMS

Any special terms shall be set out in Schedule 3 attached hereto. In the event of conflict, such special terms shall take precedence over these standard terms.

14. ENTIRE AGREEMENT

These terms and the Schedules attached hereto constitute the entire agreement between the parties and no changes, modification or amendments to these terms shall be valid unless agreed to by the parties in writing and signed by their authorised officers.

15. VALIDITY OF OFFER

Unless otherwise stated the Letter of Offer shall only be valid for a period of 60 days from the date of the Letter. A written order is required prior to the commencement of the Services.

ABRICON
STANDARD CONDITIONS OF ENGAGEMENT

SCHEDULES TO CONDITIONS OF ENGAGEMENT

Schedule 1: Services

Services shall be as defined in the attached Abricon proposal letter.

Schedule 2: Compensation and Payment

As defined in the aforementioned proposal.

All services shall be provided in accordance with the attached standard schedule of professional fees

Schedule 3: Special Terms

Professional Indemnity Insurance shall be maintained at £ 1,000,000 (one million pounds)

Abricon shall accept no liability for the costs of damage and repair of underground services unless such services are clearly marked at the site and are shown to our representative on-site, in advance of starting the intrusive exploration works.

ABRICON
STANDARD CONDITIONS OF ENGAGEMENT

**Standard Schedule
Of
Professional Fees**

FY 2008
(Valid from November 2007)

Grade	Standard rate per hour, (Excluding VAT)	Standard rate per day (Excluding VAT)
Director	£225	£1800
Technical Director	£130	£1040
Principal Consultant II	£100	£800
Principal Consultant I	£90	£720
Senior Consultant	£75	£600
Professional	£60	£480
Assistant Professional	£50	£400
Graduate	£37	£300
Senior Technician	£33	£265
Technician	£28	£225
Clerical / Accounting	£25	£200
Mileage	£0.50 per mile	£0.50 per mile
Subcontractors	Cost plus 15%	Cost plus 15%
Other expenses, disbursements	Cost plus 15%	Cost plus 15%

ABRICON
STANDARD CONDITIONS OF SUB-CONTRACT

This AGREEMENT is made on _____ between Abricon (A Trading Division of TCSR Limited), Embassy House, 5th Floor, Queens Avenue, Clifton, Bristol BS8 1SB (hereinafter called

“Abricon”) and _____ of _____

_____ (hereinafter called “the Sub-Contractor”).

WHEREAS Abricon wishes to employ the Sub-Contractor to execute the Sub-Contract work herein defined.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS

- 1.1 “The Sub-Contract” means this Agreement together with such other documents as are specified in Schedules 1 to 3 and any documents, specifications or purchase order provided to the Sub-Contractor prior to the commencement of the Sub-Contract, but excluding any standard printed conditions that may be included in such other documents unless separately specified in the Schedules.
- 1.2 “The Sub-Contract Works” means the works described in Schedule 1.
- 1.3 “The Site” means the land and other places on, under, in and through which any part of the Sub-Contract Works are to be executed.
- 1.4 “The Employer” means the party to whom Abricon is contracted for the performance of the Sub-Contract Works.
- 1.5 “The Main Contract” means the contract between Abricon and the Employer.

2. GENERAL OBLIGATIONS

- 2.1 The Sub-Contractor represents itself to be experienced and competent to perform the Sub-Contract Works and agrees to be bound by the terms of the Main Contract, except as otherwise expressly provided herein.
- 2.2 The Sub-Contractor shall execute and complete the Sub-Contract Works in accordance with the Sub-Contract with due care and diligence, and to the reasonable satisfaction of Abricon.
- 2.3 The Sub-Contractor shall provide all labour, materials and equipment whether of a permanent or temporary nature, required for the execution, completion and maintenance of the Sub-Contract Works.
- 2.4 The Sub-Contract shall neither assign the whole or any part of the benefit of this Sub-Contract, nor Sub-Let the whole or any part of the Sub-Contract Works, without the previous written consent of Abricon.
- 2.5 Sub-Contractor shall in the execution of any part of the Sub-Contract Works on site observe the same hours of working as Abricon, unless otherwise agreed, and shall comply with all reasonable rules and regulations of Abricon and the Employer governing the execution of the work and the movement and storage of material and equipment.
- 2.6 Sub-Contractor shall abide and be bound by any additional contract conditions to which Abricon is obliged to be bound. These contract conditions shall be specified in Schedule 1.

ABRICON
STANDARD CONDITIONS OF SUB-CONTRACT

3. COMMENCEMENT PROGRESS AND COMPLETION

3.1 The Sub-Contractor shall commence the execution of the Sub-Contract Works on the date agreed in the documents, specifications or purchase order provided to the Sub-Contractor and shall thereafter proceed with the same with due diligence and without any delay, except such as may be expressly sanctioned or ordered by Abricon, or be wholly beyond the control of the Sub-Contractor.

4. CONSULTANTS DIRECTIONS

4.1 Abricon shall have power to issue directions for:

- (a) the carrying out of any additional work,
- (b) the modification or omission of any work,
- (c) the provision of any additional plant, equipment or personnel,
- (d) the termination, abandonment and/or re-execution of any work not in accordance with this Sub-Contract.

The Sub-Contractor shall comply with all such directions forthwith and without delay.

4.2 The Sub-Contractor shall be entitled to payment of a sum representing the reasonable additional cost of complying with any direction under Clause 4.1 (a), (b), or (c), such sum to be fixed by Abricon by reference to the Rates and Prices given in Schedule 2, and in accordance with Clause 6.4. Provided that in any event the Sub-Contractor shall not be entitled to payments for loss of profit on any part of any work which Abricon directs to be omitted.

5. INDEMNITIES

5.1 The Sub-Contractor shall at all times hold harmless and indemnify Abricon against all liabilities to other persons (including the servants and agents of Abricon or Sub-Contractor) and against all claims, demands and proceedings made against, or incurred by, Abricon for bodily injury, damage to property, or the loss that may arise out of, or in consequence of, the execution or completion of the Sub-Contract works, and against all costs, charges and expenses that may be occasioned to Abricon by the claims of such persons. Provided that the Sub-Contractor shall not be bound to indemnify Abricon against any such liability or claim if the injury, damage or loss in question was caused solely by the wrongful acts or omissions of Abricon (it's servants or agents).

6. INVOICES AND PAYMENT

6.1 For the satisfactory performance of the Sub-Contract Works the Sub-Contractor shall subject to this Sub-Contract, receive payment in accordance with the application of the prices as provided in Clause 6.

6.2 Unless separately agreed in writing by the parties, at monthly intervals during the execution of the Sub-Contract Works, the Sub-Contractor shall submit to Abricon invoices for the value of Sub-Contract Works properly completed under this Sub-Contract. Such invoices shall be in such form and contain such details in accordance with Schedule 1 hereto, or as Abricon may require, and the value of Sub-Contract Works completed shall be calculated as set out in Clause 6.4.

6.3 Within 60 days of receipt of the Sub-Contractor invoice, provided such invoices are in accordance with the Agreement, Abricon shall pay to the Sub-Contractor the sums properly due in respect of the Sub-Contract work completed and invoiced. Provided always that Abricon reserves the right to retain the payment of any invoice or part invoice until the Sub-Contractor proves the settlement of all dues or taxes.

6.4 The prices and rates which shall be used to value the Sub-Contractor Works shall be those contained in Schedule 2. Should the Sub-Contract Works include items for which no rates or prices are provided under this agreement these shall be notified in writing by the Sub-Contractor to Abricon prior to agreement to complete the Sub-Contract Works.

ABRICON
STANDARD CONDITIONS OF SUB-CONTRACT

7. TERMINATION

7.1 Abricon may at any time by written notice to the Sub-Contractor forthwith terminate the Sub-Contractor's employment under the Sub-Contract.

7.2 Upon such termination of the Sub-Contractor's employment, subject to Clause 7.3 and 7.4 hereof, Abricon shall make payment to the Sub-Contractor for the full value of all work properly done on the site by the Sub-Contractor, together with reasonable costs of termination, but less such sums as the Sub-Contractor has already received on account. The Sub-Contractor shall not be entitled to be paid in respect of the loss of profit on any work, or part of any work, which is omitted as a result of such termination. Provided always that nothing herein shall affect the rights of either party in respect of any breach of this Sub-Contract committed prior to such termination.

7.3 If the Sub-Contractor:

- (a) in the opinion the Abricon, fails to proceed with the Sub-Contract Works with due diligence; or
- (b) fails to execute the Sub-Contract Works or to perform its other obligations in accordance with Sub-Contract; or
- (c) refuses or neglects to remove defective work or materials or make good defective work after being directed in writing so to do by Abricon;

then in any such event and without prejudice to any other rights or remedies, Abricon may by written notice to the Sub-Contractor forthwith terminate the Sub-Contractor's employment under this Sub-Contract.

7.4 If the Sub-Contract is terminated in consequence of Clause 7.3 above or any breach of this Sub-Contract by the Sub-Contractor, then the provisions of Clause 7.2 as to payment shall not apply, but the rights of Abricon and the Sub-Contractor hereunder shall be the same as if the Sub-Contractor had by such breach repudiated this Sub-Contract and Abricon had by notice of termination under Clause 7.1 elected to accept such repudiation.

8. SUSPENSION OF WORK

8.1 The Sub-Contractor shall on the written order of Abricon suspend the progress of the Sub-Contract Works or any part thereof for such time or times and in such manner as Abricon may consider necessary. Abricon shall during such suspension instruct the Sub-Contractor to complete such works as are necessary in the opinion of Abricon to properly protect and secure the work.

8.2 Abricon shall reimburse the Sub-Contractor for the reasonable extra costs (if any) incurred as a result of any suspension of work. Provided that the Sub-Contractor shall not be entitled to any payment for suspension of work where such suspension is:

- (d) necessary by reason of weather conditions or by some default on the part of the Sub-Contractor; or
- (e) necessary for the proper execution of the work, or the safety of the site or the Sub-Contract works.

ABRICON

STANDARD CONDITIONS OF SUB-CONTRACT

9. CARE OF SUB-CONTRACT WORKS

- 9.1 The Sub-Contractor shall, until twelve months after the completion of site work, be fully responsible for the care and insurance of all equipment, materials, samples, records, photographs, maps, discs, tapes and other items forming part of, or used for, or produced by, or in connection with the Sub-Contract Works, unless delivered to Abricon at the request of Abricon.
- 9.2 After the expiry of twelve months the Sub-Contractor shall if required by Abricon store and continue to insure any such samples, records, photographs, maps, discs or tapes for such period as may be specified; provided that Abricon shall pay to the Sub-Contractor in respect of any instruction to store, and/or continue to insure, either an agreed sum or, insofar as a sum is not agreed, a reasonable sum to be fixed by Abricon.

10. INSURANCE

- 10.1 The Sub-Contractor shall maintain insurance against damage, loss or injury for which it is liable under this Sub-Contract in addition to other insurance it considers necessary. Such insurance shall be effected with an insurer and in terms approved by Abricon for at least the amounts stipulated in Schedule 3.
- 10.2 The Sub-Contractor shall be required to produce to Abricon the certificates of insurance, the policy or policies of insurance and the receipts for payment of the current premiums. In the event that the Sub-Contractor fails to produce such certificates policies or receipts within seven days of being requested so to do Abricon may independently effect such insurance and may deduct the cost of premiums from monies otherwise due to the Sub-Contractor.

11. APPLICABLE LAW

- 11.1 The Laws of England shall apply to this Sub-Contract.

12. INDEPENDENT CONTRACTOR

- 12.1 Nothing in this Sub-Contract shall construe the Sub-Contractor, its employees or agents to be employees, agents or representatives of Abricon.

13. CONFIDENTIALITY

- 13.1 All correspondence, drawings, reports, field investigations and laboratory test results provided to, made known to, or produced by the Sub-Contractor during the course of, as a result of, or in connection with the execution of the Sub-Contract works are the confidential information of Abricon. The Sub-Contractor hereby covenants that during the period of this Agreement, or at any time thereafter, not to:
- (a) reveal said confidential information to any unauthorised person.
 - (b) make use of any confidential information except on the express written instructions of Abricon.

The Sub-Contractor or its employees or agents shall not make any statement whether verbal or written to any third party concerning the Sub-Contract Works or the Site but shall refer all requests for information to Abricon.

ABRICON
STANDARD CONDITIONS OF SUB-CONTRACT

14. ENTIRE AGREEMENT

14.1 This Agreement between Abricon and the Sub-Contractor supersedes all prior negotiations, representations or agreement either written or oral.

SIGNED for and on behalf of the above named Sub-Contractor

Signature:

Position:

Date:

ABRICON
STANDARD CONDITIONS OF SUB-CONTRACT

SCHEDULE 1 - SPECIFICATION

Further Documents Forming Part of the Sub-Contract

SCHEDULE 2 - RATES AND PRICES

SCHEDULE 3 - INSURANCE

The Sub-Contractor shall maintain the following insurance:-

- (a) Employer's Liability
In accordance with applicable law of the government, state, territory or province having jurisdiction over the employee with a minimum limit of £10 million per occurrence.
- (b) Automobile Liability
Covering use of all owned, non-owned and hired vehicles with the following limits of liability for bodily injury and property damage:-
 - i) Bodily Injury Liability – Unlimited
 - ii) Property Damage Liability - £10 million
- (c) Professional/Contractor's Liability
For damages caused by any act or omission of the insured or of any person for whose acts or omissions the insured is legally responsible, arising out of the performance of services in the insured's professional capacity, with a minimum limit of £1 million per occurrence.
- (d) General Liability
With a combined single limit of liability of not less than £3 million per occurrence for bodily injury and property damage.
- (e) Marine and Aircraft
To be agreed separately where appropriate for specific projects.