

# **Corrpro Companies Europe Limited**

## **General Conditions for Services subcontractors**

### **1 Definitions and General**

'The contract' shall mean these Conditions, the Purchase Order (if applicable) and any attachments to those documents

'The services' shall mean all work to be performed under the contract including all services to be rendered by the contractor in accordance with the contract.

'The buyer' shall mean Corrpro Companies Europe Limited

'The contractor' shall mean the person or persons or firm or company to whom the contract is issued

'The owner' shall mean Corrpro Companies Europe Limited's customer or the end user/owner of the structure, plant or work site

If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of other provisions of these conditions and the remainder of the provision in question shall not be affected.

### **2 Notices and communications**

Any notice or other communication that either party gives under the contract shall be made in writing. No variation of this contract shall be effective unless confirmed in writing by the buyer.

### **3 Pricing**

All rates and prices contained in the contract are fully inclusive of all the contractor's costs, overhead burden and profit for and associated with the work to be performed under this contract. The buyer shall not be obligated to pay separately for any item, element or cost not specifically listed in the contract, except reimbursable items. No other payment is due. All rates and prices exclude United Kingdom VAT but are inclusive of all other taxes and duties.

Business travel expenses incurred on behalf of the buyer shall be reimbursed to the contractor at cost only and only then with the prior written approval of the buyer. Economy class travel only will be reimbursable.

All expenditures must be accompanied by original receipts when submitted to the buyer for reimbursement. No reimbursement will be made whatsoever in the event of a receipt not being available.

Where expenses are incurred in non-sterling currencies the buyer shall retain the option to reimburse the contractor in the same currency or in sterling.

For reimbursable currencies other than sterling the sterling equivalent shall be calculated by applying the foreign exchange rate supplied by the internet website [www.oanda.com](http://www.oanda.com) or other mutually acceptable source, on the date of the expense transaction.

Unless otherwise specified all rates and prices contained herein shall remain fixed and firm for the duration of the contract.

The buyer reserves the right to set off any sums in respect of which the seller may be indebted or in default to the buyer irrespective of how they have arisen and whether or not in connection with this contract.

#### **4 Scope of work**

The contractor warrants that it shall provide the services with all due skill, care and diligence and in accordance with good industry practice and in compliance with all laws and regulations.

Prior to the commencement of work the contractor shall provide to the buyer the name of the person or persons who will carry out the work.

The contractor may not substitute any persons or persons specified at the outset for any other person or persons without the prior written agreement of the buyer.

The contractor shall not carry out work beyond the scope, whether requested by an employee or agent of the buyer or by the owner, without the buyer's prior written agreement.

If the buyer considers that any part of the services to be inadequate or in any way differing from the contract, the contractor shall at its own expense re-schedule and perform the work correctly within such reasonable time as may be requested by the buyer.

The contractor shall indemnify the buyer against any additional cost which results from or is contributed to by any deficiency in the work being provided under this contract.

The contractor hereby acknowledges that he is not required to and is expressly prohibited from driving any vehicle or similar motorised carriage at the owner's worksite regardless of any permission given to him by either a representative of the buyer or owner, whether an oral representation or in writing.

#### **5 Invoices, timesheets and payment terms**

The contractor shall submit invoices monthly and/or at times or intervals agreed by the buyer. The contractor shall ensure that any invoice it submits sets out, if applicable, the buyer's purchase order number, project name, job number, the quantity and unit rate of services performed, the total value of the invoice excluding VAT, the VAT amount (if appropriate) and the total value including VAT.

Unless otherwise agreed in writing by the buyer the contractor must always submit, together with the contractor's invoice, a timesheet for the work carried out. This timesheet must be in a form agreed by the buyer or owner and must always be signed by a representative of the owner.

The contractor acknowledges that the buyer will rely on the signed timesheet in order to obtain payment from the owner. In the event that a signed timesheet is not provided by the contractor then the buyer reserves the right to withhold payment until such time as a signed timesheet is provided.

All reimbursable expenditures must be accompanied by original receipts when submitted to the buyer for reimbursement. No reimbursement will be made whatsoever in the event of an original receipt not being available.

Payment of invoices will be made within 30 days of receipt of a correctly submitted invoice.

#### **6 Confidentiality**

The contractor shall not without the buyer's prior written consent, use or allow the use of any such items of the buyer's property or information, provided to the contractor, for any purpose whatsoever, other than the performance of the contract.

The contractor shall not without the buyer's prior written consent disclose or allow the disclosure of any such item or information relating thereto to any person whatsoever save for the purposes of the proper performance of the obligations owed to the buyer by the contractor under the contract.

The contractor shall upon completion of the contract or earlier at the buyer's request, return to the buyer all and any such items of property, documents, information or things of the buyer.

The contractor shall not publish any information in connection with the contract hereunder without the prior written consent of the buyer.

The provisions of this clause shall remain in effect notwithstanding any discharge by performance, termination or suspension of the contract, howsoever arising.

## **7 Intellectual Property rights**

Subject to any pre-existing rights of third parties and of the contractor, the Intellectual Property Rights in all reports, documents and other materials which are generated or acquired by the contractor (or any of its sub-contractors or agents) in the performance of the services shall belong to and be vested automatically in the buyer, and the contractor warrants to the buyer that all staff, agents and sub-contractors are and will be engaged in relation to the contract on terms which do not entitle them to any Intellectual Property Rights in any such report, document or other materials. The contractor hereby assigns any copyright that it owns in every such report, document and other material to the buyer. The contractor waives all moral rights relating to such reports, documents and other materials.

If the contractor in providing the services uses any materials in which there are pre-existing Intellectual Property Rights owned by itself, its agents, sub-contractors or third parties, it shall itself provide, or procure from such agent, sub-contractor or third party a non-exclusive licence for, or, if the contractor is itself a licensee of those Intellectual Property Rights, it shall grant a sub-licence to the buyer to use, reproduce, modify, adapt and enhance the material as the buyer sees fit. Such licence or sub-licence shall be perpetual and irrevocable and granted at no cost to the buyer.

Any information (whether or not it is Confidential Information) collected or collated pursuant to the contract (excluding any information which in the opinion of the buyer is confidential to the contractor or which has been communicated to the contractor under a condition that it shall be confidential to the contractor) shall be the property of the buyer, and all original documents in whatever form which contain that information, including any computer tape or disk, any voice recording and any special computer program written to give access to the information, shall on request be deposited with the buyer.

The contractor shall ensure that all royalties licence fees or similar expenses in respect of intellectual property used in connection with the contract have been paid and are included in the contract price.

If the buyer reimburses the contractor for the cost of any equipment, such equipment shall become the property of the buyer and the contractor shall on request deliver such equipment to the buyer. The contractor shall keep a proper inventory of such equipment and shall deliver that inventory to the buyer in request and on completion of the services.

## **8 Property and equipment of the buyer**

All equipment or other items of the buyer and provided to the contractor for use in the contract, shall be marked 'Property of Corrpro Companies Europe Limited', and shall remain the buyer's property and be returned to the buyer in good condition upon demand. Such equipment or other items shall not be used for any purpose other than the proper performance of the contract.

## **9 Accounts**

The contractor shall keep full and proper accounts, records and vouchers relating to all invoices, expenditure reimbursed and all payments made by the buyer in connection with the contract.

The contractor shall permit the buyer, its servants, agents or auditors, on request and at all reasonable times to examine all accounts, records and vouchers at the offices of the contractor or at such other places as the buyer shall direct and to take such copies of any such documents as it may request.

## **10 Responsibilities and Indemnities**

The contractor shall be responsible for and indemnify and hold harmless the buyer for any loss of or damage to the property of the buyer to the extent that such loss or damage is caused by the negligence or breach of duty of the contractor, its officers, employees, sub-contractors or agents.

The contractor shall be responsible for and indemnify and hold harmless the buyer, its officers, employees or agents in respect of loss or damage to the property or equipment of the contractor, its officers, employees, sub-contractors or agents whether or not the negligence or breach of duty of the buyer, its officers, employees or agents caused or contributed to such loss or damage.

The contractor shall be responsible for and indemnify and hold harmless the buyer, its officers, employees or agents from and against all claims, demands, proceedings, actions, damages, costs (including legal costs), expenses and any other liabilities resulting from personal injury, including fatal injury and disease, to the contractor and any person employed by the contractor or its sub-contractors arising out of or in connection with the performance of the contract whether or not the negligence or breach of duty of the buyer, its officers, employees or agents caused or contributed to such personal injury.

The buyer shall be responsible for and indemnify and hold harmless the contractor, its officers, employees or agents from and against all claims, demands, proceedings, actions, damages, costs (including legal costs), expenses and any other liabilities resulting from personal injury, including fatal injury and disease, to any person employed by the buyer arising out of or in connection with the performance of the contract whether or not the negligence or breach of duty of the contractor, its officers, employees or agents caused or contributed to such personal injury.

The contractor shall be responsible for and indemnify and hold harmless the buyer, its officers, employees or agents from and against all claims, demands, proceedings, actions, damages, costs (including legal costs), expenses and any other liabilities arising from or incurred by reason of any infringement or alleged infringement of any third party's Intellectual Property Rights used by or on behalf of the contractor for the purpose of the contract.

## **11 Insurance**

Without in any way limiting the contractor's liabilities under this contract the contractor shall maintain at the contractor's sole expense a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the contractor in respect of the indemnities provided under the contract, which in any event shall not be less than GBP 1,000,000 and shall at the request of the buyer produce the relevant policy or policies together with receipt or other evidence of payment of the latest premium due thereunder.

## **12 Contractor personnel**

The buyer reserves the right to request the contractor in writing to remove any officer, employee or agent of the contractor, or their subcontractor, if permission has been granted to use a sub-contractor, without the buyer offering any reason for the request, providing that such right is not exercised frivolously. The person shall be removed forthwith and shall not be placed on any other work of the buyer without the prior written approval of the buyer.

Those persons who have been removed shall be replaced if the buyer so requires by other suitably qualified persons acceptable to the buyer. All costs incurred in the removal and replacement of any person shall be for the sole account of the contractor.

## **13 Conflict of interest**

(1) The contractor shall ensure that there is no conflict of interest as to be likely to prejudice his independence and objectivity in performing the contract and undertakes that upon becoming aware of any such conflict of interest during the performance of the contract (whether the conflict existed before the award of the contract or arises during its performance) he shall immediately notify the buyer in writing of the same, giving particulars of its nature and the circumstances in which it exists or arises and shall furnish such further information as the buyer may reasonably require.

(2) Where the buyer is of the opinion that the conflict of interest notified to it under the above paragraph is capable of being avoided or removed, the buyer may require the contractor to take such steps as will, in its opinion, avoid, or as the case may be, remove the conflict and:

(a) if the contractor fails to comply with the buyer's requirements in this respect; or

(b) if, in the opinion of the buyer, it is not possible to remove the conflict,

the buyer may terminate the contract immediately and recover from the contractor the amount of any loss resulting from such termination.

Notwithstanding condition (2) above, where the buyer is of the opinion that the conflict of interest which existed at the time of the award of the contract could have been discovered with the application by the contractor of due diligence and ought to have been disclosed at the time the buyer may terminate the contract immediately for breach of a fundamental condition and, without prejudice to any other rights, recover from the contractor the amount of any loss resulting from such termination.

#### **14 Health and safety**

The contractor shall comply and shall ensure that its sub-contractors and any person employed by or through the contractor and/or its sub-contractors under this contract comply with the Health, Safety, Environment and Security (HSE&S) policies, procedures and certifications applicable at the worksite. Where no such policies exist, then as a minimum, the HSE&S requirements imposed by statute, rule or regulation as applicable to the work and the site shall be complied with.

#### **15 Suspension**

The buyer shall, by notice in writing to the contractor, be entitled to suspend the contract or any part thereof. If the contractor shall be delayed in the performance of any of his obligations under the contract by any suspension order (other than a suspension order given by reason of the contractor's own breach of the contract) then any additional cost or expense directly and unavoidably incurred by the contractor as a result of such order shall be added to the contract price. The buyer, however, shall in no event be liable to the contractor for any loss of profit, loss of use or loss of trading revenue, whether arising in connection with or as a result of such suspension or otherwise.

#### **16 Termination**

(a) In addition and without prejudice to the buyer's right to terminate the contract or any part thereof under any other provision in these conditions, the buyer shall have the right at its sole discretion to terminate the contract or any part thereof at any time prior to discharge of the contract by performance by giving notice in writing to the contractor under this sub-clause.

(b) The buyer shall have the right to terminate the contract or any part thereof forthwith: (i) if the contractor shall be in breach of any of the obligations set out in these conditions or in the Purchase order and (if the breach is capable of being remedied) shall not have remedied such breach to the complete satisfaction of the buyer within seven days (or within such longer period as the buyer may have agreed in writing), after notice thereof in writing (ii) in the event that the contractor, not being a body corporate, becomes bankrupt, or compounds or makes any arrangements with his creditors, or commits any act of bankruptcy, or where the contractor, being a body corporate, goes into liquidation, whether compulsory or voluntary or has a receiver appointed of its undertaking or assets or any part thereof.

(c) Termination of this contract or any part thereof for any reason shall be without prejudice to the rights and remedies of either party hereto accrued up to and including the date of such termination.

(d) Unless the buyer's termination notice otherwise provides, upon receipt of such notice the contractor shall promptly cease any further work (except on any part not terminated by the buyer) and shall instruct its sub-contractors if any, to similarly do so, and shall comply with all reasonable instructions from the buyer in regard to termination.

(e) The contractor hereby agrees that notwithstanding anything contained elsewhere in the contract to the contrary, whether expressly or by implication, the contractor's sole remedy in the event of termination pursuant to sub-clause (a) of this clause is to receive payment from the buyer of (i) such part of the contract price as represents the value of the services (if any) completed, and accepted in accordance with the contract prior to the date of receipt of such termination notice, less any monies previously received under the contract (ii) any direct costs and expenses reasonably and necessarily incurred by the contractor in complying with the provisions of sub-clause (d) of this clause as substantiated to and agreed by the buyer or (iii) in lieu of (i) and

(ii) such sum as the buyer and contractor may agree as full and final settlement. The buyer, however, shall in no event be liable to the contractor for any loss of profits, loss of use or loss of trading revenue, whether arising in connection with or as a result of such termination or otherwise.

## **17 Force Majeure**

(1) If either party is prevented or hindered from carrying out its obligations hereunder by Force Majeure (as defined in sub-clause (2) of this clause), then the performance of such obligations shall be suspended for such time as the Force Majeure circumstances last and the party affected shall not be liable for any loss or damage caused to the other by the delay, but shall however resume performance of the suspended obligations as soon as the Force Majeure circumstances cease to exist unless the contract has prior thereto been terminated by the buyer pursuant to sub-clause (3) of this clause

(2) 'Force Majeure' shall, for the purpose of this contract mean any circumstances which were not reasonably foreseeable and which were beyond the control of the buyer or the contractor or the contractor's sub-contractors and which by the exercise of reasonable diligence the buyer or the contractor or the contractor's sub-contractors would have been unable to prevent or provide against and shall in any event be limited solely to Act of God or the Public Enemy, war, rebellion, civil disturbance, compliance with any order, act or regulation of any government or government agency.

(3) In the case of Force Majeure extending beyond a reasonable time (which term for the purposes of this contract shall in any event include any period in excess of 45 days) the buyer may by notice in writing to the contractor terminate the contract, with no liability on either party for loss or damage thereby occasioned.

## **18 Entire agreement**

The contract constitutes the entire agreement and understanding between the parties and supersedes all prior written and oral representations, agreements or understandings between them relating to the subject matter of the contract.

## **19 No waivers**

No failure on the part of the buyer at any time or from time to time to enforce or to require the strict adherence and performance of any of the terms, conditions and provisions of the contract shall constitute a waiver of such terms, conditions or provisions and/or affect or impair such terms, conditions or provisions in any way or the right of the buyer at any time to avail itself of such remedies as it may have for each and every breach of such terms, conditions and provisions.

## **20 Assignment and sub-contracting**

The contractor will not sub-contract any contract or part thereof without the prior written consent of the buyer. Any consent given by the buyer under the foregoing shall not relieve the contractor from any obligation or liability under the contract.

## **21 Legal construction**

The construction validity and performance of all contracts made between the buyer and the seller pursuant to this order shall be governed by English law and the parties agree to submit to the jurisdiction of its courts.