

# SAQQARA

## STANDARD TERMS and CONDITIONS OF SALE

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### 1. Definitions.

The definitions as stated below shall apply to these 'Standard Terms and Conditions'

"The Company" shall mean Saqqara, Saqqara Consultancy, Saqqara Projects and Saqqara Projects Limited.

"The Client" shall mean the customer to whom the contract is provided to and as signed on behalf of the authorised customer.

"The Works" shall mean the work and service to be performed including the goods supplied all as defined within the Contract.

"The Contract" shall mean the Works and price as defined in the quotation and authorised by the Client or as amended by agreement between the two parties.

"The Goods" shall mean all items as supplied by the Company in order that the Works can be carried out.

### 2. Work subject to these conditions.

The Works as defined within the Contract shall be subject to these Standard Terms and Conditions.

### 3. Quotations.

No binding contract shall exist until the Client has confirmed in writing an instruction with a company 'order number' and an authorised company signature. The quotation offered shall remain firm for thirty days from the date of that quotation provided.

### 4. Additional works.

Any works required by the Client not defined within the Contract and authorised by the Client shall be deemed to be additional works. Such works shall be subject to additional charges and conform to these Standard Terms and Conditions.

### 5. Payments.

The Company shall be entitled to require advance payments as defined in the Contract and such sums shall be deducted from the final invoice for the whole Works. Unless specified within the Contract or separately agreed by both parties the Company shall be entitled to issue staged invoices as the Works progress and or a final invoice to the Client on completion of the Works for the total sum as defined in the Contract.

The Client shall pay the Company within ten working days of the Company invoice date.

Time for payment shall be of the essence.

The Company shall be entitled to apply an interest charge of 2% above The HSBC or The NatWest Bank published base rate to any payments outstanding by the Client beyond the due date.

### 6. Postponements or Cancellation.

Unless specified within the Contract or separately agreed by both parties the Company shall be entitled to charge the Client for postponements or cancellation of the Contract Works at the following rates:-

Up to thirty days inclusive	No charge:
Between 29 and 21 days inclusive	30% of the Contract price:
Between 20 and 11 days	60% of the Contract price:
Less than 10 days	100% of the Contract price:

Equipment and material items maybe subject to greater postponement or cancellation charges and will be specifically identified in the contract and form part of Contract terms.

### 7. Force Majeure.

In the event of the Contract being cancelled, materially delayed, interrupted or otherwise restricted by force majeure, being any act or circumstances beyond the control of the Company (including without limitation, delays caused by failure or late deliveries to the Company by it's suppliers) or the Client then either party shall be at liberty without liability to defer the date of installation and delivery or to cancel the Works.

### 8. Sub-Contracts.

The Company reserves the right to sub-contract or sub-let the Works in part or full upon notifying the Client prior to the commencement of the main Works or parts of those particular works.

### 9. Other Contractors.

The Company shall not be responsible for delays and effects caused by other contractors employed by the Client that impede the Contract Works.

### 10. Specifications.

The Company reserve the right to substitute goods of one manufacture for goods of another providing they are substantially of the same fitness, quality and specification, notwithstanding that the goods of one manufacturer only are quoted in the Contract.

### 11. Access for the Works.

If access to the premises and or the working areas is not made available in accordance with the Contract then the Company shall not be held responsible for delays or expected to maintain the agreed time scales and may charge for such unscheduled waiting time.

Neither party shall be liable for any default due to any act of God, war, strike, lockout, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.

### 12. Client's goods and Services

The Company will endeavour to protect the Client's existing goods, systems and software that do not form part of the Contract but shall not be held responsible for any direct or indirect damage caused during the process of the Works or sub-sequential software malfunctions after completion of the Works.

The Client shall be responsible to identify and inform the Company and protect existing software and equipment either within the Contract Works premises or connected in some form to other locations of all the items that do not form part of the Works.

The Company shall not be held responsible for any failure, malfunctions or testing of the existing power supply distribution system and outlets to which the Contract Works items are connected.

### 13. Title.

All Goods delivered by the Company to the Client's premises prior to the commencement of the Works shall be the responsibility of and at the risk of the Client. The Client shall be responsible to protect and insure the Company's Goods during the Works.

Notwithstanding installation and or delivery of the Goods, title shall only pass to the Client upon payment in full of the sums invoiced.

### 14. Intellectual Property Rights.

All drawings, illustrations, diagrams, descriptions and other information or literature submitted by the Company and the intellectual property therein shall remain the property of the Company or the Company's suppliers. The Client shall not without the Company's previous consent in writing disclose any of the foregoing to any third party.

### 15. Consequential loss.

In no circumstances shall the Company be liable for any indirect or consequential loss or damage whether by profit, expenses or other claims for indirect or consequential compensation suffered by the Client whether caused by the Company's negligence or its agents. In the event of any breach of this Contract by the Company the remedies of the Client shall be limited to damages. Under no circumstances shall the liabilities of the Company exceed the Price referred to in the Contract.

### 16. Insurance.

The Company shall have in force any necessary insurance policies for the Works as defined in the Contract. If requested the Company will arrange additional or special insurance cover on behalf of the Client and will form part of the Contract.

### 17. Errors and omissions.

The Client or the Company upon being aware of any error or omission within the documents and correspondence exchanged between the parties shall notify the other party and give that party reasonable time to rectify the error or omission.

### 18. Notices.

The Client or the Company shall provide any notice required in writing to the other party of the Contract.

### 19. Insolvency

If the Client makes arrangements to cease trading or is subject to an administration order or receivership or becomes bankrupt or goes into liquidation over the whole or any part of its business then the Company reserves the following rights in its absolute discretion and without prejudice to any other rights which it may have:-

.1. To cancel the future authorised Works and withdraw its goods and items from the Client's premises without liability upon its part.

.2. In such circumstances the Company has the right without prejudice to charge the Client in accordance with the Contract.

### 20. TAX.

The quoted sum or sums EXCLUDES Value Added Tax and any other tax or levy current at the time of the Contract and subsequent periods of the Works as defined by the Law.

### 21. The Law.

The laws of England and Wales govern the Contract.