

CONDITIONS OF BUSINESS  
RigLift (UK) Limited

1. Except as indicated in condition 17 all services are undertaken by RigLift (U.K.) Limited ( "the Company") subject solely to these conditions which can be varied only by a Director of the Company in writing. These Conditions override any Conditions contained in or on a client's order or other document.
2. This quotation will remain open for a period of 30 days from the above date, after which time it would be subject to our written confirmation that the quotation is still valid
3. This quotation is made subject to the availability of labour, plant, materials and/or equipment on receipt of the clients official order.
4. The company reserves the right not to carry out any work until suitable trade and financial references have been supplied by the client to the company's satisfaction
5. Unless the company agrees in writing , we have not included any percentage or retention for main contractor
6. The contract price is based on costs ruling and information available at the time of the quotation and if between that time and the termination of the services any rise or fall in costs or variation in the services shall occur the contract price shall be amended to provide therefore.
7. Insurance cover relevant to the machinery goods or other property handled or otherwise dealt with and which is the subject of the contract ( Goods ) will be arranged by the Company at the Clients expense, on receipt of a written request giving the value of the goods, either under –
  - (a) an "All Risks" policy subject to the terms limitations and conditions attaching to the policy details of which will be forwarded on request.
  - or
  - (b) a legal liability policy whereby the indemnity is restricted to loss of or damage to the goods attributable solely to the negligence of the Company.Cover shall be effective from the time indicated in the Company's written confirmation to the Client.

Unless the Client has required, and the Company has confirmed, cover in accordance with (a) or (b) above the Goods is at the Client's entire risk and the Company shall not be liable for or on account of loss of or damage thereto howsoever whensoever or wheresoever caused and whether or not such a loss or damage is attributable to the negligent act or omission of the Company.
8. The Company's liability in respect of loss or damage to Client's or other premises in which the Company is providing services and the contents thereof (other than the Goods) attributable to any negligent act or omission by the Company and for direct or indirect consequential losses arising therefrom shall be limited to £100,000. The Client shall hold harmless and indemnify the Company for all claims or demands by whomsoever made in excess of the Company's liability under this Condition.

If the client requires an increase in the limit of £100,000 insurance in excess of and at the Client's expense can be arranged on receipt by the Company of the Client's written request. The increased limit shall be effective from the date on which the Company confirms in writing the existence of the cover to the Client.
9. Except as referred to in Condition 8 the Company shall not under any circumstances be liable for any direct or indirect consequential loss howsoever whensoever and wheresoever arising and whether or not attributable to the negligent act or omission of the Company.
10. If the services to be undertaken require goods or components to be purchased for incorporation in the Works such purchase will be made by the Company as agents of the Client and subject to the Sale Conditions of the manufacturer or supplier.
11. The Client warrants that it is either the owner of the Machinery or is authorised by such owner to accept these conditions on the owner's behalf The Client shall hold harmless from and keep the Company indemnified against all claims or demands whatsoever by whomsoever made in excess of the liability of the Company under these Conditions.
12. The Company may sub-contract all or any part of the services except insofar as the Client otherwise instructs the Company in writing. The Company contracts for itself and as agent of and trustee for its employees and sub contractors and their employees and any reference herein to "the Company" shall be deemed to include every such employee and sub contractor.
13. Unless the Company agrees in writing to provide supervisory services all employees hired out on a day work basis are deemed to be employees of the Client for the duration of the hire and shall be under the Client's direction and control. The Client shall be liable for all claims from the day work operations.
14. The Company shall be relieved of and be entitled to vary its contractual obligations to the extent that the performance thereof is prevented or interfered with directly or indirectly by or in consequence of an act of God, war, riot, strike action, labour disturbance, industrial dispute, fire, flood, explosion or by any cause beyond the control of the Company. If for any reasons the contract is not completed the Client shall pay the Company the contract price less the cost of labour, material and other services not expended.
15. The Company reserves the right to charge interest at 2% above Barclays Bank PLC Base Rate calculated on a daily basis on invoiced amounts not settled within thirty days of the date of invoice or as otherwise stated by the Company to the Client in writing.
16. The contract shall be governed by and construed in accordance with English Law and be within the exclusive jurisdiction of the English Courts.
17. If the services undertaken by the Company comprise or include any of the following then the Conditions indicated below, copies of which are available on request, shall be applicable in lieu of the above Conditions insofar as the services specified below are concerned.
  - (A) Carriage of goods on public roads. The Company's conditions of carriage.
  - (B) Warehousing of goods. The Company's conditions of Warehousing.
  - (C) Plant and crane hire. C.P.A. Model Conditions.
  - (D) Packing and shipping of goods. The Company's Conditions of Packing & Shipping.