CONTRACTUAL TERMS AND CONDITIONS OF SERVICES

1. DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

In these General Terms and Conditions of Service, the following words and expressions shall have the following meanings:

"Within the NYTC Group" means any company or entity that is managed, owned or partial owned by NYTC International Organization Pte Ltd or that of the Founder.

"The Company" or **"Contracting Entity"** means the specific NYTC entity identified in the relevant quotation, contract, invoice, or engagement documentation.

"Founder" means the person that started the group and whom is currently still the majority shareholder.

"Owner" means the current lawful owner of the Intellectual Property referred to in these Terms and Conditions, including any successor, assignee, transferee, or replacement entity. At the date of publication of these Terms and Conditions, **NYTC IP Holdings Pte. Ltd. has not yet been incorporated**. The current Owner reserves the right, upon incorporation of NYTC IP Holdings Pte. Ltd. or any other intellectual property holding entity, to assign, transfer, license, or otherwise vest ownership, administration, or management of the Intellectual Property to that entity. Any such transfer shall not affect the validity, enforceability, or continued application of these Terms and Conditions.

"User" shall mean any customer, client, visitor, licensee, or other person or entity that accesses, engages with, uses, or benefits from the services, products, platforms, content, or intellectual property of the Owner or any of its licensed operating entities.

"Jurisdiction" means the coverage that this document is applicable to. In this case we are a global organization so the coverage of this document is for the entire world and countries within it.

1.2 COMPANIES AND ENTITIES COVERED BY THESE TERMS

NYTC International Organization Pte Ltd
NYTC International Pte Ltd
NYTC BOSSBUILD Pte Ltd
NYTC Project Services Pte Ltd
BESTBuild Pte Ltd
Advanced Acoustics Pte Ltd
9mm Pte Ltd
Chateau Yorvique Pte Ltd
JooJooBees Pte Ltd
Eco Dorm
Eco Dorm One Pte Ltd

Solares Future Solutions Pte Ltd

1.3 **BRANDS THAT THESE TERMS AND CONDITIONS OF SERVICES REPRESENT:**

EcoAcoustic™
AcoustiScrew™
NYTC™
Advanced Acoustics™
NoiseStop Systems Singapore®™ , NoiseBlock™
icoustic™
阻声系统™,
Singapore Soundproof Windows™
DrNoise™
9mm™
JooJooBees™, JJB
Chateau Yorvique™
Solares™
EcoDorm™
Advanced Consultants™
Advanced Consultants & Associates™

2. APPLICATION OF THESE TERMS

2.1 These Terms and Conditions apply to all services, products, works, communications, publications, website
digital platforms, media, and business activities undertaken by or on behalf of the NYTC Group, including but
not limited to the following:

2.2 **WEBSITES: THESE INCLUDE BUT DO NOT LIMIT TO:**
www.nytc.earth, www.nytc.com.sg
www.noisestopsystems.sg
www.ny-tc.com
www.noiseblock.org
www.advancedacoustics.sg
www.nytc.earth
www.singaporesoundproofing.sg
www.SoundproofingNAcoustics.com
www.bestbuild.sg
www.9mm.sg
www.AdvancedAcoustics.sg
www.AdvancedConsultants.sg

2.3 **SOCIAL MEDIA PAGES: THESE INCLUDE BUT DO NOT LIMIT TO:**
FACEBOOK:
Facebook Page: NYTC Soundproofing & Acoustics
Facebook Page: Dr Noise
Facebook Page: NoiseStopSystems Singapore

Facebook Page: NoiseStopSystems Vietnam
Facebook Page: NoiseStopSystems China
Facebook Page: NoiseStopSystems Dubai
Facebook Page: Advance Acoustics
Facebook Page: 9mm
X formally Twitter
Instagram
Tumblr
Flickr
Google

2.4 **OTHER ONLINE MEDIA:**

Forums, Blogs, Other Website articles, Other Website Listings, Yellow Pages, Green Book, Online Magazines
but not limiting.

2.5 **DIGITAL COMMUNICATIONS:**

Email, SMS, MMS, RCS Messaging, WhatsApp, WeChat, Telegram, Signal, Line, Viber, Skype, Microsoft Teams, Zoom Chat, Google Chat, Slack, Discord, LinkedIn Messaging, Facebook Messenger, Instagram Direct Messages, X (formerly Twitter) Direct Messages, Apple Messages (iMessage), QQ, Sina Weibo, KakaoTalk, Threema, Wickr, Session, Mattermost, Rocket.Chat, Cisco Webex Messaging, Workplace Chat, Procore, Autodesk Construction Cloud, Monday.com, Asana, Trello, ClickUp, Basecamp, Notion, Jira, or any other electronic messaging, communication, collaboration, project management, or digital platform, whether now existing or developed in the future.

2.6 **OTHERS MAY INCLUDE:**

Advertisements, word of mouth, referrals, recommendations, networking events, exhibitions, trade shows, conferences, seminars, presentations, brochures, flyers, catalogues, printed publications, newspapers, magazines, directories, business listings, online marketplaces, search engines, artificial intelligence platforms, podcasts, radio, television, video platforms, influencer content, affiliate marketing, sponsorships, public relations, press releases, client referrals, subcontractor referrals, consultant referrals, supplier referrals, building management referrals, government agencies, professional bodies, and any other form of advertising, marketing, promotion, publication, communication, recommendation, or referral, whether now existing or developed in the future.

3. GLOSSARY AND TECHNICAL DEFINITIONS

- **BPP (Best Possible Performance):** An indicative description of the optimal acoustic performance achievable under controlled conditions. Not a guarantee of performance on site.
- **STC (Sound Transmission Class):** A numerical rating of how well a building element attenuates airborne sound, determined in laboratory conditions.
- **Est. AVG STC (Estimated Average Sound Transmission Class):** An approximate sound reduction index, based on laboratory-tested models. Values are indicative only and may vary on site.

- ≈ **(Approximate):** Symbol used to denote estimates or values that are not confirmed or guaranteed.
- **dB (Decibel):** Unit of measurement for sound pressure level.
- **RT (Reverberation Time):**
  The time, measured in **seconds**, required for sound within an enclosed space to decay by a specified amount after the sound source has ceased. Reverberation Time is commonly expressed as **RT60** (a 60 dB decay), and may also be measured as **RT10, RT20, RT30, or RT40**, with such values **mathematically extrapolated** to an equivalent RT60 in accordance with accepted acoustic measurement standards.

  RT values are **indicative unless expressly stated otherwise** and may vary depending on room volume, geometry, finishes, furnishings, occupancy, background noise levels, measurement methodology, instrumentation, and environmental conditions.
- **KPI (Key Performance Indicator):** A measurable target that must be expressly agreed in writing and signed by both parties to be binding. In the absence of such express agreement, no KPI shall be deemed to exist.
- **VO (Variation Order):** A written instruction confirming a change, alteration, or addition to the agreed scope of works. Variation Orders are chargeable at applicable rates.
- **VOS (Variation of Scope):** Similar to a Variation Order; refers specifically to changes or extensions of the originally agreed project scope.
- **LD (Liquidated Damages):** A pre-agreed sum payable for delay or breach, enforceable only if expressly set out in the contract.
- **EST (Estimated):** Denotes an approximate value or projection. Not binding or guaranteed.
- **AVG (Average):** A representative or indicative mean value, not an exact figure and not guaranteed to reflect all site conditions.
- **LEW (Licensed Electrical Worker):** A Singapore-registered professional authorised to carry out and sign off electrical works in compliance with statutory requirements.
- **Qualified Person (QP) / Competent Professional (CP):**
  A professional engaged in the design, coordination, assessment, supervision, or advisory functions relating to building, architectural, engineering, quantity surveying, acoustic, or construction works. This shall include, without limitation:

  (a) Statutory Qualified Persons (QP) as defined under the Building Control Act, being architects registered with the Board of Architects or engineers registered with the Professional Engineers Board; and

  (b) Competent Professionals (CP), being individuals who may not be statutory QPs but who possess relevant formal qualifications (including diplomas or degrees), technical training, and/or demonstrable industry experience in disciplines such as architecture, civil engineering, quantity surveying, construction management, acoustics, or related fields, and who are engaged to provide professional input, assessments, measurements, coordination, reporting, or supporting roles within a project.

  For the avoidance of doubt, references to a “Qualified Person” in this Agreement shall, where the

context permits, be deemed to include such Competent Professionals, except where statutory approval, submission, or certification is expressly required by law to be carried out by a registered QP.

- **P.E. (Professional Engineer):**
  An engineer registered with the **Professional Engineers Board (PEB)** under the *Professional Engineers Act*, legally authorised to practise as a Professional Engineer in Singapore and to carry out, endorse, and certify engineering designs, calculations, supervision, and statutory submissions where required by law.

- **Main-Con (Main Contractor):** The party contractually responsible for overall site management, safety, and coordination of trades.

- **E & OE (Errors and Omissions Excepted):** Standard disclaimer meaning the Company reserves the right to correct clerical errors or omissions in documents, quotations, and contracts without liability.

4. CONTRACTUAL FRAMEWORK

4.1 INTRODUCTION:

Thank you for choosing the services from one of the companies within the NYTC Group.
These Terms and Conditions set out the contractual framework governing the supply of our goods, services, consultancy, professional advice, works, digital platforms, and all other business activities undertaken by the company you have selected from our group to do business with.

They are intended to clearly define the rights, responsibilities, obligations, procedures, and expectations of both the Company and the Client, thereby promoting transparency, consistency, and fairness throughout our business relationship.

The Company is committed to conducting its business professionally, fairly, honestly, and in good faith. These Terms and Conditions have been developed not only to protect the Company's legitimate commercial interests, but also to provide Clients with certainty, transparency, and a clear understanding of how projects and services are managed.

Given the wide range of services, industries, jurisdictions, and project types undertaken by the Company, it is necessary to establish a comprehensive contractual framework capable of addressing both ordinary and unforeseen circumstances that may arise during the course of our business activities.

Clients are encouraged to read these Terms and Conditions carefully before engaging the Company. Copies are available on our website or may be provided upon request. By engaging the Company in accordance with these Terms and Conditions, the Client acknowledges that they have had a reasonable opportunity to review these Terms and agree to be bound by them.

4.2 CONTRACTUAL PRECEDENCE

These Terms and Conditions shall prevail over and supersede any inconsistent or conflicting provision contained in any estimate, quotation, proposal, purchase order, letter of award, contract, agreement, email, correspondence, specification, drawing, schedule, or other document issued by or exchanged between the Parties, unless expressly stated otherwise in accordance with Clause 4.3.

For the avoidance of doubt, no document, communication, or course of dealing shall be interpreted as excluding, varying, or overriding these Terms and Conditions except in the manner expressly provided for in Clause 4.3.
No purchase order, standard terms of business, procurement conditions, subcontract, consultant agreement, email, correspondence, or other document issued by the Client shall override these Terms and Conditions merely by stating that such document takes precedence or by incorporating alternative terms by reference.

4.3 CONTRACT TO OVERRIDE STANDARD TERMS AND CONDITIONS

Where the Parties intend that any provision of these Terms and Conditions shall not apply, such intention must be expressly stated in a separately executed agreement or within the execution section of the relevant Contract. “Exclusion Agreement”

Such agreement shall specifically identify the clause or clauses to be excluded, varied, or replaced and shall expressly state that the relevant provision overrides these Standard Terms and Conditions.

A general statement that another agreement, purchase order, quotation, contract, or document shall prevail shall not be sufficient to exclude or override these Terms and Conditions.

In the absence of an Exclusion Agreement, with such express wording, these Terms and Conditions remain fully binding and shall prevail in their entirety.

4.4 ACCEPTANCE

In the absence of an express agreement complying with Clause 4.3, the Client shall be deemed to have read, understood, accepted, and agreed to be bound by these Terms and Conditions in their entirety.

The Client acknowledges that all rights, obligations, liabilities, exclusions, limitations, procedures, and remedies contained herein shall apply to the contractual relationship between the Parties.

5. NYTC GROUP STRUCTURE AND CONTRACTING ENTITIES

5.1 ROLE OF NYTC INTERNATIONAL ORGANIZATION PTE LTD

NYTC International Organization Pte Ltd acts as the group management, asset holding, property management,
and investment entity for the NYTC group of companies.

Its functions include, but are not limited to:

- holding and managing group assets and investments;
- property ownership, property management, and property-related investments undertaken by the group;
- maintaining operational systems, policies, and documentation used across the NYTC group;
- administering shared digital infrastructure, platforms, and communications;
- managing intellectual property and group resources used by affiliated companies.

For the avoidance of doubt, NYTC International Organization Pte Ltd does not undertake construction works, consultancy services, supply of goods, or any direct commercial services for project clients.

NYTC International Organization Pte Ltd does not enter into contracts with customers for operational works and shall not be deemed the contracting party to any quotation, agreement, purchase order, invoice, or project engagement unless expressly stated otherwise in writing.

All works, services, and goods are supplied solely by the specific NYTC entity identified in the relevant quotation, contract, invoice, or engagement documentation.

5.2 CENTRAL INFORMATION PLATFORM

The website www.nytc.earth is maintained as a central information platform for the NYTC group and is administered by NYTC International Organization Pte Ltd.

The website provides access to:

- operational policies,
- general information regarding the NYTC group, and
- the NYTC group's Terms and Conditions of Service.

The website itself does not constitute a legal entity or contracting party.

Where these Terms and Conditions are referenced or accessed through the website, they shall apply only to the specific NYTC company identified in the relevant quotation, contract, invoice, or engagement documentation, and not to NYTC International Organization Pte Ltd unless expressly stated otherwise in writing.

5.3 SEPARATE LEGAL ENTITIES

Each company operating within the NYTC Group is a separate and independent legal entity.

Nothing in these Terms and Conditions, nor any reference to the "NYTC Group", "NYTC", "we", or "our", shall be interpreted as creating:

- a partnership;
- joint venture;
- agency relationship; or
- joint liability

between any of the companies listed in Clause 1.2.

Each entity shall be responsible only for its own contractual obligations, and no other NYTC entity shall be liable for the acts, omissions, debts, liabilities, or obligations of another entity within the NYTC Group.

5.4 CORRECT CONTRACTING PARTY

The specific company identified in the relevant quotation, proposal, agreement, invoice, or engagement documentation shall be deemed the sole contracting party responsible for the performance of the works or services.

If a client, third party, or claimant mistakenly refers to “NYTC”, “NYTC Group”, or any other group branding without identifying the correct contracting company, such reference shall be interpreted as referring only to the actual contracting entity stated in the relevant project documentation.

No other NYTC entity shall be deemed a contracting party unless expressly stated in writing and signed by an authorised representative of that entity.

5.5 NO AGENCY OR AUTHORITY BETWEEN GROUP COMPANIES

No company within the NYTC Group shall be deemed to be an agent, representative, or authorised contracting party for any other company within the group unless expressly authorised in writing.

The use of shared branding, websites, marketing materials, intellectual property, staff, administrative systems, or digital platforms does not create any legal agency relationship between group entities.

Any such shared **resources** are provided for operational efficiency only and shall not create joint liability or legal responsibility between entities.

5.6 GROUP BRANDING

The use of the expressions "NYTC", "NYTC Group", any shared trade mark, logo, website, email domain, telephone numbers, marketing material, or other group branding shall not of itself identify the contracting entity or create any contractual relationship with any company other than the Contracting Entity identified in the relevant quotation, agreement, invoice, purchase order, or other contractual documentation.

6. INTELLECTUAL PROPERTY, COPYRIGHT AND OWNERSHIP

6.1 SCOPE AND APPLICATION

For the avoidance of doubt, this Section applies to all intellectual property, copyright, confidential information, trade secrets, proprietary information, know-how, methodologies, systems, processes, documentation, designs, branding, media, and other proprietary rights owned, developed, licensed, managed, administered, or otherwise controlled by the Owner or any licensed operating entity within the NYTC Group.

This Section shall be read in conjunction with Clauses 1 and 2 of these Terms and Conditions, which define the companies, entities, brands, websites, digital platforms, communication channels, publications, and other media to which these Terms apply.

Unless expressly stated otherwise in writing, every company, entity, brand, website, publication, digital platform, communication channel, product, service, document, drawing, specification, report, image, recording, software, database, methodology, or other material produced, supplied, published, or used by or on behalf of the Company shall be subject to this Section.

The examples and lists contained within this Section are illustrative only and shall not be interpreted as limiting the scope of the Company's intellectual property rights, which shall extend to all existing and future intellectual property, whether registered or unregistered, throughout the world.

6.2 OWNERSHIP OF INTELLECTUAL PROPERTY

Unless expressly stated otherwise in writing, all intellectual property rights, whether registered or unregistered, including but not limited to companies, business names, brands, trademarks, service marks, logos, trade names, domain names, products, systems, methodologies, processes, designs, drawings, specifications, calculations, models, schematics, visual designs, artwork, graphics, photographs, videos, audio recordings, software, databases, source code, documentation, training materials, reports, know-how, trade secrets, concepts, ideas, inventions, discoveries, developments, improvements, and all derivative works (collectively referred to as the "Intellectual Property") shall remain the exclusive property of the Owner.

No ownership, title, proprietary interest, licence, or other right in any Intellectual Property shall pass to the Client, User, employee, consultant, contractor, subcontractor, supplier, or any other third party by reason only of payment, engagement, collaboration, access, possession, inspection, disclosure, or use, unless expressly granted in writing by the Owner.

Any list of companies, brands, products, systems, methodologies, services, or other identifiers contained within these Terms and Conditions is provided for illustrative purposes only and shall not limit or otherwise affect the scope of the Intellectual Property owned by the Owner.

All rights not expressly granted under these Terms and Conditions are reserved by the Owner.

6.3 COPYRIGHT IN CONTENT

All textual, written, graphical, photographic, audio, audiovisual, digital, and multimedia content created, published, communicated, supplied, displayed, or otherwise made available by or on behalf of the Owner, whether published or unpublished, shall remain the exclusive copyright of the Owner.

This includes, without limitation, all content made available through websites, social media platforms, digital communications, printed publications, advertisements, brochures, catalogues, reports, proposals, estimates, quotations, presentations, drawings, specifications, software, databases, training materials, videos, photographs, recordings, podcasts, broadcasts, blogs, articles, newsletters, magazines, and any other form of media or publication.

Copyright protection shall extend to all content created, authored, developed, designed, drafted, photographed, filmed, recorded, programmed, modelled, calculated, prepared, or otherwise produced by employees, directors, officers, consultants, engineers, designers, contractors, subcontractors, agents, or any other person acting on behalf of the Owner within the course of their engagement.

Unless expressly authorised in writing by the Owner, no person shall copy, reproduce, publish, distribute, transmit, display, modify, adapt, translate, extract, store, commercialise, or otherwise exploit any copyrighted material owned by the Owner.

All rights not expressly granted are reserved by the Owner.

6.4 SOURCE FILES, MODELS AND WORKING MATERIALS

The Intellectual Property of the Owner expressly includes all source files, editable files, native files, working files, drafts, revisions, calculations, notes, research, concepts, sketches, models, Building Information Models (BIM), Computer-Aided Design (CAD) files, SketchUp models, renderings, schedules, specifications, bills of quantities, reports, databases, spreadsheets, software, source code, templates, methodologies, workflows, and all supporting documents or materials, whether completed, partially completed, or in draft form.

Unless expressly agreed otherwise in writing by the Owner, no ownership, licence, title, or other proprietary interest in any such source files, working files, or design materials shall pass to the Client or any third party.

The Owner shall have no obligation to provide, release, transfer, or make available any editable, native, source, or working files unless expressly agreed in writing. Where such files are released, they shall remain the Intellectual Property of the Owner and shall be subject to any licence, restrictions, or conditions imposed by the Owner.

Payment for consultancy, design, engineering, architectural, drafting, modelling, programming, documentation, reports, or any other professional services shall not of itself entitle the Client to receive or own any source files, working files, or editable materials.

The Client is granted only those rights expressly stated in writing by the Owner. All rights not expressly granted are reserved by the Owner.

6.5 INTELLECTUAL PROPERTY CREATED BY EMPLOYEES, OFFICERS, CONSULTANTS, DESIGNERS, ENGINEERS, CONTRACTORS, SUBCONTRACTORS AND OTHER PERSONS ENGAGED BY THE OWNER

Any Intellectual Property conceived, created, developed, authored, designed, drafted, calculated, programmed, modelled, photographed, filmed, recorded, written, or otherwise produced by any employee, officer, director, consultant, designer, architect, engineer, draftsman, modeller, contractor, subcontractor, agent, intern, or other person acting on behalf of the Owner during the course of, or in connection with, their employment, engagement, appointment, or contractual relationship shall automatically vest in and remain the exclusive property of the Owner.

To the fullest extent permitted by law, the creator irrevocably assigns to the Owner all present and future rights, title, and interest in such Intellectual Property on a worldwide, perpetual, irrevocable, transferable, royalty-free basis.

Where any Intellectual Property cannot automatically vest in the Owner by operation of law, the creator shall, upon request and without additional consideration, execute all documents and do all things reasonably necessary to give effect to the ownership, registration, protection, enforcement, or transfer of such Intellectual Property to the Owner.

To the fullest extent permitted by law, the creator irrevocably waives, or agrees not to assert, any moral rights or similar rights in relation to such Intellectual Property.

This Clause shall survive the termination or expiry of any employment, consultancy, subcontract, appointment, or other engagement with the Owner.

6.6 **COLLABORATIVE PROJECTS, JOINT ENGAGEMENTS AND THIRD-PARTY WORKS**

Where the Owner, the Company, or any licensed operating entity collaborates, partners, jointly undertakes, or otherwise engages with any client, consultant, contractor, subcontractor, supplier, government authority, educational institution, research organisation, joint venture, consortium, alliance, or other third party in connection with any project, all Intellectual Property created, developed, adapted, improved, or supplied by or on behalf of the Owner shall remain the exclusive property of the Owner unless expressly agreed otherwise in writing.

Unless expressly agreed otherwise in writing by the Owner, any third party participating in such collaboration shall be granted only a limited, non-exclusive, non-transferable, non-sublicensable, revocable, project-specific licence to use the Intellectual Property solely for the purposes of carrying out the relevant project.

No third party shall copy, reproduce, modify, adapt, reverse engineer, disclose, distribute, commercialise, assign, sublicense, reuse, or otherwise exploit any Intellectual Property of the Owner for any other project, client, purpose, or commercial activity without the prior written consent of the Owner.

Participation in any collaborative project, consultancy, design-and-build project, joint venture, alliance, consortium, research project, or similar engagement shall not give rise to any ownership, joint ownership, licence, or equitable interest in the Intellectual Property of the Owner except where expressly agreed in writing.

Nothing in any collaborative arrangement shall be interpreted as assigning, transferring, or otherwise diminishing the Owner's Intellectual Property rights.

6.7 **RESTRICTIONS ON USE**

Unless expressly authorised in writing by the Owner, no person shall copy, reproduce, modify, adapt, translate, reverse engineer, decompile, disassemble, extract, publish, communicate, distribute, display, transmit, assign, sublicense, sell, licence, lease, commercialise, exploit, incorporate into other works, or otherwise use any Intellectual Property of the Owner, in whole or in part.

Without limitation, no person shall:

(a) use the Intellectual Property for any project, product, service, or purpose other than that expressly authorised by the Owner;

(b) permit, authorise, or allow any third party to access, copy, or use the Intellectual Property;

(c) remove, alter, obscure, or interfere with any copyright notice, trademark, proprietary notice, watermark, branding, or other identification applied to the Intellectual Property;

(d) claim ownership of, or represent themselves as the owner, creator, author, or developer of, any Intellectual Property belonging to the Owner;

(e) register, apply to register, or attempt to acquire any intellectual property rights that are identical or confusingly similar to those of the Owner in any jurisdiction; or

(f) knowingly assist, encourage, facilitate, or permit any other person to do any act prohibited under this Clause.

Any unauthorised use of the Intellectual Property shall constitute a material breach of these Terms and Conditions and shall entitle the Owner to exercise all rights and remedies available under law

and under these Terms and Conditions.

6.8 **DESIGNS, RECORDING, FILMING, PHOTOGRAPHY AND SITE DOCUMENTATION**

All designs, drawings, plans, specifications, calculations, models, reports, methodologies, workflows, systems, processes, renderings, concepts, engineering details, construction details, shop drawings, working drawings, and other design works of any kind (collectively referred to as the "Designs"), whether preliminary, draft, revised, or final, shall remain the exclusive Intellectual Property of the Owner at all times.

Payment for design services, consultancy, engineering, architectural services, drafting, modelling, reporting, or any other professional service shall not constitute a sale, assignment, transfer, or licence of ownership of the Designs unless expressly agreed in writing by the Owner.

The Client is granted only a limited, non-exclusive, non-transferable, revocable, project-specific licence to use the Designs solely for the execution, operation, and maintenance of the specific project for which they were prepared.

The Client shall not permit any third party to use, copy, modify, adapt, reproduce, distribute, or rely upon the Designs for any other project or purpose without the prior written consent of the Owner.

Without the prior written consent of the Owner, no person shall photograph, film, video record, audio record, livestream, scan, digitally capture, three-dimensionally scan, drone survey, or otherwise document:

(a) the Company's personnel, workers, consultants, contractors, or representatives;

(b) the Company's working methods, installation techniques, construction processes, testing procedures, commissioning activities, or quality control procedures;

(c) the Company's products, systems, assemblies, prototypes, manufacturing methods, or proprietary processes;

(d) confidential project documentation, calculations, drawings, specifications, reports, or other proprietary information;

(e) any area where confidential, proprietary, or commercially sensitive information of the Owner may reasonably be observed.

Any unauthorised recording, reproduction, disclosure, publication, or distribution shall constitute a material breach of these Terms and Conditions and an infringement of the Owner's Intellectual Property rights.

Upon written demand by the Owner, any person in possession of such unauthorised recordings, photographs, videos, scans, copies, or other materials shall immediately cease all use, permanently delete or destroy all copies (including backups where reasonably practicable), and confirm compliance in writing.

The Owner reserves the right to seek injunctive relief, damages, delivery up, account of profits, recovery of legal costs, and any other remedy available at law or in equity.

Any consent required under this Clause shall be obtained in accordance with Clause 6.11. Notification of recording, awareness of recording, silence, acknowledgment of receipt or continuation of the Works shall not substitute for that consent. Any requirement concerning deletion or destruction of recordings is subject to the evidence-preservation provisions in Clause 6.11.6.

6.9 ENFORCEMENT AND REMEDIES

The Owner reserves the right to protect, enforce, defend, recover, and otherwise exercise all Intellectual Property rights to the fullest extent permitted by applicable law.

Without limitation, the Owner may take action in respect of any unauthorised copying, reproduction, publication, communication, distribution, adaptation, modification, reverse engineering, commercial exploitation, disclosure, misuse, infringement, misappropriation, or other unauthorised use of the Intellectual Property.

The Owner shall be entitled to pursue any remedy available at law or in equity, including but not limited to:

(a) injunctive relief;

(b) specific performance;

(c) delivery up or destruction of infringing materials;

(d) damages;

(e) an account of profits;

(f) recovery of legal costs and expenses;

(g) recovery of investigation and enforcement costs; and

(h) any other remedy available under applicable law.

The rights and remedies contained in this Clause are cumulative and shall not limit or exclude any other rights or remedies available to the Owner under these Terms and Conditions or under applicable law.

Failure by the Owner to immediately enforce any right shall not constitute a waiver of that right.

6.10 THIRD-PARTY MONITORING AND ENFORCEMENT

For the avoidance of doubt, “Owner” in this Clause means the lawful owner of the Intellectual Property referred to in these Terms and Conditions. It does not refer to the Client merely because the Client owns, occupies or controls the Site or property where the Works are undertaken. “Company” means the contracting legal entity engaged to provide the Works or Services to the Client.

The Owner, or any person or entity expressly authorised in writing to act on the Owner’s behalf, including the Company where so authorised, may appoint, engage, authorise or instruct third parties to monitor, investigate, protect, enforce or otherwise safeguard the Owner’s Intellectual Property rights. The Company may separately appoint such third parties to protect or enforce its own contractual rights.

An appointment under this Clause shall not, by itself, authorise the appointed party to grant permission for recording under Clause 6.8, waive a contractual restriction or consent to a departure from these Terms and Conditions. Any such authority must be expressly granted in writing by the Owner or the Company, according to whose consent or rights are concerned.

The Owner may appoint, engage, authorise, or instruct any third party, including but not limited to investigators, solicitors, intellectual property specialists, enforcement agencies, monitoring services, artificial intelligence systems, digital monitoring platforms, brand protection agencies, consultants, commission-based recovery agents, or other professional service providers, to identify, monitor, investigate, protect, enforce, recover, or otherwise safeguard the Owner's Intellectual Property rights.

Such persons or organisations may monitor websites, social media platforms, online marketplaces, search engines, artificial intelligence platforms, digital communications, publications, advertisements, databases, public records, or any other medium for the purpose of identifying actual or suspected infringements.

The Owner may disclose such information as is reasonably necessary to any appointed third party for the purpose of investigating, protecting, enforcing, or recovering the Owner's Intellectual Property rights.

Any costs, expenses, commissions, legal fees, investigation costs, or recovery charges reasonably incurred by the Owner in enforcing its Intellectual Property rights may be claimed from the infringing party to the fullest extent permitted by law.

6.11 FORMAL CONSENT, NO IMPLIED ACCEPTANCE AND NO WAIVER

6.11.1 Express Written Consent Required

Where these Terms and Conditions require the consent, permission or approval of the Owner or the Company, including under Clause 6.8, the Client shall submit a specific written request and obtain express written approval from the person or entity whose approval is required before undertaking the relevant activity.

Approval shall be contained in a written document expressly identified as a consent or approval, identifying the activity authorised and any applicable scope, duration, limitations or conditions.

Where approval is required from the Owner, the document shall be signed by the Owner personally, where the Owner is an individual, or by a representative expressly authorised in writing to grant that approval on the Owner’s behalf. Where approval is required from the Company, the document shall

be signed by a director or representative duly authorised to grant that approval on the Company's behalf.

A legally effective electronic signature may be used, and the signed document may be transmitted electronically. Approval given on behalf of the Company shall not substitute for approval required from the Owner, or vice versa, unless the person granting approval is expressly authorised to act in both capacities.

6.11.2 **Notification Is Not Consent**

A statement, announcement or notification by the Client that an activity is intended, underway or already completed shall not, of itself, constitute consent, permission, approval, acceptance of a proposal or variation of a contractual restriction.

This applies whether the communication is made verbally, by WhatsApp, text message, email, meeting minutes, site notice, signage or any other means.

The Client shall not substitute an announcement of an activity for the written request and express approval required under Clause 6.11.1. The Client cannot unilaterally impose a response deadline or declare that an activity will be treated as approved unless an objection is received.

The delivery, receipt or reading of a communication, including any automated acknowledgment or read receipt, shall not constitute approval of its contents.

6.11.3 **Silence, Awareness and Continued Performance**

Silence, non-response, acknowledgment of receipt, knowledge of an activity, failure to object immediately, delay in enforcement, attendance at the Site or continuation of the Works, services, communications, invoicing or receipt of payment shall not, merely by reason of those matters individually or together, constitute consent, approval, acceptance by conduct, acquiescence, ratification or waiver of the relevant contractual restriction.

In particular, the visibility of cameras or recording equipment, awareness that recording is taking place, or continued performance of the Works in the presence of such equipment shall not substitute for the prior written consent required under Clause 6.8.

Subject to applicable law, neither the Owner nor the Company is required to stop the Works, withdraw personnel, repeat an objection or respond to every notification merely to preserve an existing contractual restriction.

6.11.4 **Recording Purposes and Authority of Personnel**

A stated purpose of security, record-keeping, monitoring progress, checking workmanship or documenting the Works shall not, of itself, dispense with the requirement to obtain consent under Clause 6.8.

Workers, subcontractors, consultants, site supervisors and other personnel shall not have authority to grant such consent or waive the relevant restrictions merely because they attend the Site, perform the Works, communicate with the Client, hold a particular operational role or are aware of the recording.

Shared branding, management, personnel or involvement in the project shall not, by itself, authorise one NYTC Group entity to grant consent or waive rights belonging to another entity or to the Owner.

6.11.5 **Specific and Limited Waiver**

Any waiver by the Owner or the Company shall be expressly recorded in a written document identifying the right, restriction or breach concerned and signed by the person or authorised representative entitled to grant that waiver in accordance with Clause 6.11.1.

Any consent, approval or waiver shall apply only to its expressly stated subject matter and extent. It shall not retrospectively authorise an earlier act, extend to a different activity or waive a separate, subsequent or continuing breach unless expressly stated.

Failure, delay, omission, partial exercise or forbearance in enforcing a right shall not, of itself, constitute abandonment of that right. The exercise of one right or remedy shall not, by itself, prevent the exercise of another available right or remedy.

6.11.6 **Preservation and Use of Recordings**

A request by the Owner or the Company to preserve, inspect or obtain a recording, photograph, communication or other material, or its subsequent receipt, review or lawful use in investigating or resolving a dispute, shall not, of itself, constitute retrospective consent to its creation or waiver of any established breach.

Notwithstanding any provision concerning deletion or destruction, neither party shall require or undertake the destruction of material that must be preserved by law or that is reasonably relevant to an existing or reasonably anticipated dispute. Each party shall take reasonable steps to preserve such material within its possession or control, including available original files and associated metadata.

Nothing in this Clause prevents lawful preservation or production of evidence, confidential disclosure to legal advisers for advice, or compliance with a lawful court or regulatory requirement.

6.11.7 **Scope and Relationship with Other Provisions**

This Clause governs consent, permission, approval and waiver required from or given by the Owner or the Company. It does not replace any separate, express contractual procedure governing formation of the Contract, Client instructions, variations or other matters for which these Terms and Conditions specifically provide a different procedure.

Nothing in this Clause excludes a mandatory legal obligation, overrides an applicable statutory or procedural deadline, prevents a lawful report to a competent authority or restricts a right that cannot lawfully be excluded.

6.12 RELATIONSHIP WITH OTHER CLAUSES

This Section shall be read together with all other applicable provisions of these Terms and Conditions and shall not be interpreted in isolation.

Nothing contained within this Section shall limit, reduce, or otherwise affect any other right, protection, remedy, exclusion, limitation of liability, confidentiality obligation, restrictive covenant, or contractual obligation contained elsewhere within these Terms and Conditions.

In the event of any inconsistency between this Section and any other provision of these Terms and Conditions, the provision that affords the greater protection to the Owner's Intellectual Property shall prevail, unless expressly stated otherwise in writing.

For the avoidance of doubt, the rights and protections contained within this Section are cumulative and in addition to all rights and remedies available to the Owner under these Terms and Conditions and under applicable law.

7. PRE-CONTRACT SITE VISITS, CONSULTATIONS AND INSPECTIONS

7.1 SCOPE

This Section applies to all pre-contract services provided by the Company, including but not limited to consultations, meetings, telephone discussions, video conferences, site visits, inspections, surveys, assessments, feasibility studies, preliminary advice, technical reviews, design discussions, pricing exercises, budgeting, estimating, and all other activities undertaken before the formation of a binding contract for the Works.

Unless expressly agreed otherwise in writing, all such services shall be governed by this Section.

7.2 SITE VISITS

The Company may, at its sole discretion, offer site visits, inspections, surveys, meetings, consultations, assessments, measurements, observations, or other pre-contract attendance for the purpose of evaluating the proposed Works.

Such attendance may be undertaken by sales personnel, consultants, engineers, designers, project managers, Licensed Electrical Workers (LEWs), architects, Qualified Persons (QPs), Competent Professionals (CPs), or any other representative appointed by the Company.

The extent, duration, purpose, and personnel attending any site visit shall be determined solely by the Company, having regard to the nature, complexity, and requirements of the proposed project.

Attendance at a site shall not constitute acceptance of the project, an offer to undertake the Works, professional certification, consultancy services, or the formation of any contractual relationship unless expressly agreed in writing.

The Company reserves the right to decline, postpone, reschedule, or cancel any site visit at its sole discretion.

7.3 CHARGEABLE BY DEFAULT

Unless expressly agreed otherwise in writing by the Company, all site visits, inspections, surveys, meetings, consultations, assessments, measurements, observations, and other pre-contract attendance undertaken by the Company are chargeable by default and are subject to availability.

Attendance shall not be confirmed until the applicable fee has been paid in full, unless expressly waived in writing by the Company.

The Company reserves the right, at its sole discretion, to refuse, postpone, reschedule, or cancel any attendance where payment has not been received, personnel or resources are unavailable, operational requirements so require, or where the Company otherwise considers it reasonable to do so.

Where attendance is provided without prior payment or where payment is waived, such attendance shall not be construed as establishing any entitlement to future free services, nor shall it constitute a

waiver of the Company's right to charge for any subsequent attendance.

7.4 ATTENDANCE CATEGORIES AND FEES

The applicable fees for pre-contract consultations, site visits, inspections, surveys, and other attendance shall vary depending on the category and seniority of the personnel attending, the nature and complexity of the proposed Works, the location of the site, the anticipated duration of attendance, and any specialist qualifications required.

Unless otherwise expressly agreed in writing, the following standard fees shall apply:

Personnel Category	Remarks	Fee
Sales Personnel	Chargeable site visit fee, which may be waived at the Company's sole discretion	$25.00
Consultants		$50.00
Electrical Technicians	Chargeable site visit fee for on-site inspection and quotation	$100.00
Senior Consultants		$100.00
Fire Safety Officer		$300.00
Structural, Mechanical or Building Engineers	Subject to quotation on a case-by-case basis and typically SGD 500.00 per site visit for visual assessment only.	$500.00

The above fees apply to standard attendance only and do not include reports, drawings, calculations, testing, certification, statutory submissions, professional endorsements, extended attendance, specialist equipment, travel outside the normal service area, or any other additional service unless expressly stated otherwise in writing.

Where the relevant personnel remain on site or engaged beyond the standard duration allowed by the Company, additional time may be charged at the Company's prevailing hourly or attendance rates.

The Company reserves the right to revise its fees from time to time. The applicable fee shall be the fee quoted, confirmed, or published by the Company at the time the service is booked.

7.5 AFTER-HOURS, WEEKEND AND NIGHT-TIME RATES

Attendance outside the Company's standard business hours of Monday to Friday, 10:00 a.m. to 4:00 p.m., excluding public holidays, shall be subject to additional charges depending on the location, timing, personnel required, and nature of the attendance.

Unless otherwise expressly agreed in writing, the following additional charges shall apply:

• After-hours attendance: Additional SGD 25.00 per hour.

• Weekend attendance: Additional SGD 50.00 per hour.

• Night-time attendance from 10:00 p.m. onwards: Additional SGD 200.00 per hour.

These charges are payable in addition to the applicable consultation, site visit, inspection, survey, or attendance fee and may be increased where additional travel, manpower, specialist personnel, urgent attendance, or operational arrangements are required.

7.6 DISCRETIONARY AND CONDITIONAL WAIVER OF CHARGES

The Company may, at its sole and absolute discretion, waive, reduce, defer, or otherwise modify any charge applicable under this Section.

Any waiver, reduction, or modification shall be effective only if confirmed expressly in writing by an authorised representative of the Company, including by email, SMS, WhatsApp, or other written electronic communication.

Unless expressly stated otherwise, any waiver is granted solely as a commercial goodwill gesture and shall not:

(a) create any precedent;

(b) constitute a continuing entitlement to free or discounted services;

(c) vary these Terms and Conditions; or

(d) prevent the Company from charging its full prevailing rates for any future attendance or services.

Where a waiver has been granted in anticipation of the Client proceeding with the proposed Works, and the Client subsequently elects not to proceed with the Company, the Company reserves the right to withdraw the waiver and invoice the Client for the applicable charges, which shall become immediately due and payable.

7.7 PURPOSE AND LIMITATIONS OF PRE-CONTRACT SERVICES

All pre-contract services, including but not limited to site visits, inspections, surveys, meetings, consultations, discussions, observations, measurements, assessments, estimates, budgets, Bills of Quantities (BQ), specifications, drawings, reports, and preliminary advice, are provided solely for the purpose of enabling the Company to understand the proposed Works and, where appropriate, prepare an estimate, quotation, proposal, or other commercial documentation.

Unless expressly stated otherwise in a separate written agreement clearly identified as "Consultancy Services", no pre-contract service shall constitute professional consultancy, engineering advice, architectural advice, legal advice, financial advice, certification, guarantee, warranty, representation, opinion, or recommendation upon which the Client or any third party is entitled to rely.

Any comments, opinions, observations, measurements, recommendations, estimates, or preliminary views expressed during the course of any pre-contract service are provided on a preliminary and non-binding basis only and may change following further investigation, design development, statutory requirements, site conditions, or additional information becoming available.

The Client acknowledges that no professional duty of care beyond that required by applicable law shall arise from any pre-contract service unless expressly agreed in writing under a separate Consultancy Services agreement.

7.8 NON-REFUNDABILITY

Unless expressly agreed otherwise in writing by the Company, all fees paid in respect of pre-contract services, including but not limited to consultations, meetings, site visits, inspections, surveys, assessments, technical reviews, reports, estimates, Bills of Quantities (BQ), drawings,

specifications, designs, and other professional services, are non-refundable.

The Client acknowledges that such fees are charged in consideration of the professional time, expertise, resources, administration, travel, investigations, and other costs incurred by the Company in providing the relevant services, irrespective of whether the Client subsequently proceeds with the proposed Works.

The decision of the Client not to proceed with the Company, to appoint another contractor or consultant, or to cancel or postpone the proposed project shall not entitle the Client to any refund, credit, set-off, or reimbursement unless expressly agreed otherwise in writing by the Company.

8. CONSULTANCY:

Consultancy will fall into two categories

(a) PRE CONTRACT PRELIMINARY PROFESSIONAL FEES
(b) GENERAL CONSULTANCY SERVICES

8.1 **PRE CONTRACT PRELIMINARY PROFESSIONAL FEES**:
relate to the works and services rendered before the agreement to contract. Such as Soundproofing & Acoustic Consultation where customers will ask for help to design and give specifications for material build for their studios. Site visits & Meetings to see the location for the project and ask for location specific advice. There also maybe designs generated such as floor plans, shop drawings, diagrams but not limiting. In supplying the pricing other professional engineers maybe needed to visit site, time will be spent speaking to the relevant authorities and such.
In the event that after all of our hard work and effort you do not wish to use our services use another contractor to do such works, and we do not have any involvement in the project. You will be charged for our pre contract preliminary professional fees.
See the following rates:

8.2 PRE-CONTRACT PRELIMINARY FEES & GENERIC RATES:

Below is a table rate of fees if not mentioned in the contractual agreement signed then please refer to these below costs.

Consultation and Visits	Quantum	Fee
Consultation with NYTC Consultant at our office	30 minutes	$100.00
NYTC Consultant visit to site	30 minutes	$200.00
NYTC Acoustic Consultant visit to site	30 minutes	$300.00
Fire Safety Architect visit to site	30 minutes	$350.00
SCDF Submission Consultant Advice on works	Per Query	$50.00
Electrical Consultant Advice on works	Per Query	$50.00
General Engineer visit to site	30 minutes	$350.00
Electrical Worker Visit to site	30 minutes	$300.00
Structural Engineer visit to site	30 minutes	$500.00
Electrical Engineer visit to site	30 minutes	$600.00
Civil and Building Construction Engineer	30 minutes	$700.00

8.3 DESIGN SERVICES RATES:

Design Service Rates	Total Contract Sum Below:	Fee
Design Services that include: Professional design, engineering, technical consultancy, feasibility assessment, concept development, design development, technical specifications, performance criteria, calculations, shop drawings, construction drawings, Bills of Quantities (BQ), schedules, scope of works, cost planning, budgeting, estimates, quotations, tender documentation, procurement documentation, authority consultation, project planning, and related professional services for acoustic engineering, soundproofing, noise control, noise mitigation, environmental noise, vibration control, architectural acoustics, industrial acoustics, mechanical noise control, recording studios, broadcast studios, music studios, podcast studios, home cinemas, theatres, commercial premises, offices, retail developments, restaurants, hospitality, educational facilities, healthcare facilities, residential developments, industrial facilities, factories, laboratories, places of worship, entertainment venues, and other specialist projects, including new construction, alterations, additions, renovations, retrofitting, upgrades, remedial works, investigations and feasibility studies, whether in whole or in part.	≤ $5,000.00	$2,000.00
	≤ $10,000.00	$5,000.00
	≤ $30,000.00	$10,000.00
	≤ $50,000.00	$10,000.00
	≤ $100,000.00	$15,000.00
	≤ $200,000.00	@ 10% $20,000.00
	≤ $500,000.00	@ 10% $50,000.00
Aesthetic Design Including: Professional architectural, interior, spatial, aesthetic and conceptual design services, including concept development, mood boards, colour schemes, finishes, material selection, space planning, layout planning, joinery design, feature design, furniture layouts, reflected ceiling plans, elevations, shop drawings, construction drawings, specifications, Bills of Quantities (BQ), cost planning, estimates, quotations, procurement documentation, and associated consultancy services for residential, commercial, retail, hospitality, healthcare, educational, industrial and specialist projects.	≤ $10,000.00	$2,000.00
	≤ $20,000.00	$3,000.00
	≤ $50,000.00	$5,000.00
	≤ $100,000.00	$10,000.00

8.4 PROFESSIONAL SERVICES RELATING TO SUBMISSIONS

Profesional Services Relating to Submissions *Below is a table rate of fees if not mentioned in the contractual agreement signed then please refer to these below costs for reference.*	Quantum	Fee
HDB window or door submission (per item)	Per submission	$500.00
BCA window or door submission (per item)	Per submission	$3000.00
Window or door submission for Condominium / Private residence MCST (Management Company Strata Title) (per item)	Per submission	$500.00
Window or door submission for Condominium / Private residence MCST (Management Company Strata Title) requiring P.E Endorsement (per item)	Per submission	$3000.00
Balcony Lateral Railing Installation / Reinstatement with submission to BCA or /and HDB	Per submission	$3000.00
SCDF Submission – Building Plan (BP)	Per submission	$3000.00

SCDF Submission – Mechanical & Ventilation Plan	Per submission	$3000.00
SCDF Submission – Fire Safety Systems Plan	Per submission	$3000.00
SCDF Complete Submission priced by area size	Per Square Meter	$2 - $5
Wine & Liquor Submission	Per submission	$5,000.00 +
Smoking Room in General	Per submission	$5,000.00 +
Quality Assurance Testing and provenance control Facility for Cigars, Fine Wines and Fine Spirits	Per submission	$7,000.00 +
Quality Assurance Testing and provenance control Facility for Cigars, Fine Wines and Fine Spirits Proposal and documentation. Including meeting with the authorities	Per document and application process	$9,000.00
URA Change of use in combination with Noise Assessment Survey	Per document and application process	$10,000.00 - $20,000.00
PUB Submission for plumbing of a restaurant (depending on existing installation, there is a potential that rectification works needs to be done before can submit)	Per submission	$5,000.00
P.E Endorsement of drawings if required (for shopping mall or similar to chop on each document)	Per Impression	$600.00

8.5 **PROFESSIONAL SERVICES IN GENERAL:**

Professional Services in General *Below is a table rate of fees if not mentioned in the contractual agreement signed then please refer to these below costs for reference.*	Quantum	Fee
Electrical - L.E.W (63a) Endorsement of drawings if required	Per Endorsement	$600.00
Electrical - L.E.W (100a) Endorsement of drawings if required	Per Endorsement	$900.00
Electrical - L.E.W (100a) Three Phase Endorsement of drawings if required	Per Endorsement	$1,200.00
Electrical - L.E.W (150a) Three Phase Endorsement of drawings if required	Per Endorsement	$1,500.00
Electrical - Typical standard Electrical Single Line Drawing (Including endorsement)	Per Endorsement	$1000.00
Electrical - Typical standard Electrical Power Layout Drawing (Including endorsement) (small area)	Per Endorsement	$500.00
Electrical - Typical standard Electrical Lighting Layout Drawing (Including endorsement) (small area)	Per Endorsement	$500.00
Electrical – Our side LEW Testing	Per Testing Session	$600.00
Electrical – Building LEW Testing (client to pay direct to building LEW, charge by them)	Per Testing Session	unknown
Electrical – EMA License (Client to pay direct to EMA)	Per Testing Session	$1500.00
Electrical – SOTO – Statement Of Turn On	Per Time	$500.00
Electrical – CS3	Per Time	$500.00
Electrical – COC Certificate of Compliance	Per Time	$500.00
Electrical – COC Certificate of Completion / Safe Installation	Per Time	$500.00
Electrical – Wiring Survey	Per Time	$500.00 - $3,000.00

Plumbing – Plumbing Survey prior to work taking place. (if you require any plumbing works to be done, a survey must be done by a LP (licensed plumber).	One Time Charge	$500.00
Plumbing – 3rd Party review through the renovation process to ensure any changes you made, or instructions given to our workers do not infringe on the PUB regulations and guidelines.	Per Time	$200.00
Plumbing – 3rd Party Engagement of LP to do submission to PUB	Per Submission	$3000 and above

8.6 **GENERAL CONSULTANCY SERVICES:**

We offer general consultancy services for customers that require to engage NYTC specifically for consultancy or that the project done by NYTC requires specific consultancy works other than the typical business to customer relations that are in our day to day activities.

These split into two areas: **Internal Works Consultancy** & **Direct Consultancy**

INTERNAL WORKS CONSULTANCY are consultancy services that are done in combination with works like supply & install of soundproofing doors, walls, partitions etc.

DIRECT CONSULTANCY is whereby clients come to us direct for consultancy, reports, evaluations and assessments that are separate from any other services.

8.7 **INTERNAL WORKS CONSULTANCY**

Include services to cover specific forms of guarantees, Key performance Indicators (KPI), Reports or design requirements. This is normally for projects that priced over $20,000.00 but not limiting. Other works that maybe required for Internal Works are reports like a Noise Survey Report this report will help clients to understand what caused the noise, what work has been done and what was the result.

Clients may also specifically request that NYTC provides consultancy advice for designing and building of a studio of club or booth and that they require a specific environment or build that will be charged as a separate consultancy service. Consultancy rates are dependent on the level of detail you require and that of the level of professional credibility.

All of the above form part of Internal Works.

8.8 **Direct Consultancy** Services are aimed at clients that are seeking consultancy from the onset. These may include sound tests on walls, ceilings, and works done by other contracts. Environmental noise reports, building construction reports and tests.

For higher levels of professional study we shall use a 3rd party to conduct the consultancy to ensure best possible results. This is to avoid any doubt in our clients minds of foul play or manipulation.

8.9 **CONSULTANCY IN GENERAL REMARKS:**

If you have not been charged for consultancy it is accepted that the contents within our estimates, quotations. invoices or remarks or advice given in any other such given documents are supplied as value added service and such are not given as a recommendation and cannot and will not be held accountable as such. We shall not give any such guarantee of performance.

For the Benefit of doubt if you are being charged for consultancy then you will be in receipt of a document that is clearly marked “CONSULTANCY SERVICES” anything else is not considered as charged consultancy.

9. ESTIMATES, QUOTATIONS & OPTIONS

9.1 ESTIMATES – GENERAL

In the ordinary course of business, **estimates** are provided for the sole purpose of indicating the **anticipated scope and cost** of the proposed works. All estimates are **indicative only** and are subject to, without limitation:

Actual site conditions, Changes in scope of works, Design development, Variations, omissions, or additions, Construction constraints and sequencing, Availability, lead times, and material tolerances but not limiting.

Estimates are not fixed prices and are not guaranteed. Neither the estimated price nor the quantities, products, or services described therein shall be deemed confirmed or binding.

9.2 Materials may not be available at the time of installation and in such cases will be replaced with the nearest substation.

9.3 Clients are required to **check and verify** all measurements, areas, quantities, assumptions, and scope descriptions contained in any estimate. Where quantities exceed the apparent area required, this is intentional and may include allowances for wastage, contingencies, tolerances, or unforeseen site conditions, as well as to ensure continuity of works where manufacturing lead times may be significant.

9.4 ADDITIONAL QUANTITIES, WASTAGE & VARIATIONS

Notwithstanding Clause 9.3, where during the execution of the Works it is determined that **actual material consumption, wastage, or losses exceed the quantities reasonably allowed for at the estimate or tender stage**, whether due to site conditions, access constraints, sequencing requirements, cutting, breakage, rework, coordination issues, design development, installation tolerances, or any other cause not arising from our sole negligence, we shall be **entitled to treat such additional quantities and associated costs as a Variation Order (V.O.)**.

Such additional costs may include, without limitation:

- Additional materials and components
- Additional labour and supervision
- Additional handling, storage, transport, or disposal
- Extended plant or equipment usage
- Programme impact or resequencing costs

We shall notify the Client **as soon as reasonably practicable** upon becoming aware of such circumstances and may issue a **variation claim, revised BQ, or cost adjustment**, which shall be **payable in addition to the Contract Sum**.

The Client acknowledges that wastage arising from **actual site conditions, third-party interfaces, or construction constraints** cannot always be accurately predicted at the estimate or ITQ stage and agrees that such wastage shall not be deemed included unless expressly stated in writing.

If the Client believes additional quantities or scope are required beyond those stated, the Client must notify us **prior to acceptance**. Failure to do so may result in delays, variations, or additional costs for which we shall not be responsible.

9.5 **ESTIMATES / OFFERS FOR ITQ OR TENDER PURPOSES**

Where an **Invitation to Quote (ITQ)** or **Invitation to Tender** is issued to us, any submission made by us shall constitute an **offer based on estimation only**, provided strictly for **indicative and comparative purposes**.

At the ITQ or tender stage, project information is frequently incomplete, including (but not limited to) construction details, coordination requirements, technical constraints, final specifications, and visual representations. Renderings, drawings, or visuals provided shall not be assumed to be **WYSIWYG (What You See Is What You Get)**.

Where the requesting party is **not the end client**, the indicative nature of the estimate shall apply with even greater force, and no reliance shall be placed on such estimates as final or complete.

9.6 Upon formal appointment and receipt of full information, a **revised Bill of Quantities (BQ)** may be issued. **No guarantee is given as to the quantum, extent, or magnitude of any difference** between the initial estimate and the final BQ.

9.7 **DISPUTES RELATING TO BILL OF QUANTITIES, VALUATION & WORK DONE**

In the event of any dispute, difference, or disagreement arising out of or in connection with the **Bill of Quantities (BQ), valuation of works, quantum of variations, progress claims, final accounts, or the value of work executed**, whether during the course of the Works or after completion or termination, the parties agree to jointly appoint **either Oliver Ho & Associates (Quantity Surveyors) or Mr Wayne Crosley of StrataCon Pte. Ltd.** as **independent expert valuer and referee**.

The appointed expert shall act as **an expert determiner and not as an arbitrator**, and shall be entitled to:

(a) Inspect the site and works (whether completed, partially completed, or dismantled);
(b) Review all relevant documents, drawings, instructions, correspondence, photographs,

records, and measurements;
(c) Assess the extent, quality, and value of works carried out, including variations, omissions, abortive works, wastage, preliminaries, prolongation costs, and loss and expense;
(d) Determine the proper valuation of sums due and payable.

The determination, valuation, or certification issued by the appointed expert shall be **final, conclusive, and binding** on the parties **for all purposes**, save in the case of **manifest error or fraud**.

The parties expressly agree that any such determination shall be **admissible and may be relied upon as independent expert evidence** in any court proceedings, arbitration, adjudication under the *Building and Construction Industry Security of Payment Act*, or other dispute resolution forum, and that the parties shall be **estopped from re-litigating issues of quantum or valuation** so determined.

Each party shall bear its own costs in relation to the dispute, and the fees and expenses of the appointed expert shall be shared equally unless otherwise determined by the appointed expert.

9.8 ACOUSTIC & NOISE CONTROL ESTIMATES – NO PERFORMANCE GUARANTEE

Where an estimate, offer, or quotation relates to **noise control or acoustic products and services**, any stated or implied performance figures (including but not limited to sound reduction, reverberation control, NRC, dB, STC, RT, DnT,w, Rw, or similar acoustic metrics) are **indicative estimates only**, derived from anticipated or assumed conditions.

Such figures **do not constitute a guarantee of performance**.

The Client expressly acknowledges and agrees that:

(a) Laboratory test results are obtained under controlled conditions and are **not directly comparable** to **field or in-situ performance**, which is subject to construction tolerances, workmanship, flanking transmission, site geometry, material interfaces, background noise, environmental conditions, occupancy, and third-party influences;

(b) Field and in-situ test results may vary materially from laboratory ratings or modelled predictions due to factors beyond our control, including but not limited to building structure, existing conditions, neighbouring works, usage patterns, and subsequent alterations;

(c) Differences between laboratory data, predictive modelling, and field test results **shall not of themselves constitute a defect, non-conformance, or breach**.

No **Key Performance Indicator (KPI)** shall apply unless:

• Extensive **pre-works and post-works** acoustic testing has been conducted in accordance with recognised standards; **and**
• The KPI is **expressly defined**, **agreed in writing**, and **signed by both parties** as a project deliverable.

In the absence of such express agreement, **no acoustic performance level shall be deemed guaranteed, warranted, or contractually binding**.

9.9 **Notwithstanding the existence of any agreed Key Performance Indicator (KPI),** the scope and applicability of such KPI shall be **strictly limited** to the **specific conditions, locations, test parameters, and circumstances expressly defined** in the agreed Project Deliverables.

Any KPI shall apply **only** to:

- The tested area(s) or element(s) expressly identified;
- The specific test methodology, equipment, standards, and conditions agreed; and
- The condition of the Works at the time of testing.

For the avoidance of doubt, a KPI shall **not** extend to or be deemed to cover:

- Variations in usage, occupancy, furnishings, equipment, or operational behaviour;
- Subsequent alterations, additions, damage, wear and tear, or third-party works;
- Flanking transmission, background noise, or conditions outside the defined test envelope;
- Performance under conditions materially different from those prevailing at the time of testing.

Accordingly, compliance with an agreed KPI shall be deemed satisfied upon achieving the KPI **within the defined scope and test conditions**, and shall not constitute a continuing warranty, guarantee of future performance, or assurance of performance under all circumstances.

10. QUOTATIONS

Formal **quotations are issued only in limited circumstances**, and typically **only where the Client expressly requests a fixed-scope confirmation** and acknowledges the commercial and technical implications of doing so. The issuance of a quotation shall not be assumed or implied and **we do not ordinarily provide quotations as part of our standard estimating process**.

Where, notwithstanding the above, **all project details have been fully confirmed** and the Client has **specifically requested** that an estimate be converted into a quotation, a formal quotation **may** be issued at our sole discretion. Any such quotation shall constitute a **fixed-scope document** based strictly on the confirmed assumptions, information, and conditions available at the time of issue and shall **supersede all prior estimates, offers, or indicative pricing**.

Upon issuance of a quotation, **no amendments shall be permitted**. Any change whatsoever —whether in scope, quantities, sequencing, programme, specification, access, or execution methodology—shall constitute a **variation**. We reserve the **absolute right to decline to undertake** any such variation.

Where no quotation has been issued, all documentation provided—by definition—remains an **estimate only**, is **non-binding**, and shall be treated as indicative pricing subject to re-evaluation in accordance with this Agreement.

10.1 **QUOTATIONS – ACOUSTIC WORKS**

Where a quotation relates to noise control or acoustic works, such quotation **does not imply any guaranteed acoustic performance**, including but not limited to noise reduction, echo absorption, NRC, dB, STC, NC, RW, or RT.

A performance guarantee shall apply **only** where Project Deliverables expressly define a **binding KPI**, agreed in accordance with Clause 9.8

10.2 **EXPIRY OF QUOTE**

quotations and estimates are given on a 10 day grace period whereby in that time frame the client accepts in the form of issue of purchase order, signing of agreement, Invoice, SMS but not limiting. Thereafter a deposit shall be taken on the agreed percentage figure on our paperwork usually 50%. It is the discretion of “The company” that the company may choose not to honour such agreements if either the paperwork is not signed or deposit not given or both.

If in the event deposit is not given or document not signed and work has taken place or services rendered out of good will then “The Company reserve the right to make changes to the quotation price after the 10 day grace period on the basis that the current paperwork expired.

If there is no deposit given or the deposit given is not to the amount as indicated on the paperwork then the company reserve the right to cancel any such quotation, estimate but not limiting.
If “The Company” choose to maintain the order then no works, manufacturing, deliveries but not limiting shall commence until deposit has been cleared into “The Companies” bank account.

10.3 **OPTIONS**

Estimates, quotations, and invoices may present **multiple options or alternatives** for the Client’s consideration. Not all possible options may be shown, depending on client preferences, budget constraints, programme, or project requirements.

Where multiple options are presented, the Client expressly acknowledges and agrees that **the options will differ in quality, durability, specification, scope, and/or performance**. Unless expressly stated otherwise, **one or more options may represent a higher-quality and higher-performance solution than others**, with corresponding differences in cost.

Where a Client requests a **reduction in price**, whether by instruction or negotiation, such reduction shall **necessarily result in a reduction in scope, quality, materials, workmanship, durability, or performance**, or a combination thereof. **Lower pricing shall not be interpreted as representing equivalent quality or performance** to higher-priced options.

Selection of any option other than the **highest-quality or highest-performance option offered** shall constitute the Client's acknowledgement and acceptance that:

- The chosen option is **not the best quality or performance solution available** for the Works; and
- The Client accepts all **associated limitations, trade-offs, and reduced outcomes** inherent in that option.

10.4 For the avoidance of doubt, **cost, quality, and performance are directly correlated**, and the Client accepts that **"you pay for what you get"** applies to all options, negotiation of settlement, quotations, estimates, ITQ, Tenders provided but not limiting.

11. STANDARD GENERAL TERMS AND CONDITONS EXPANDED

The following **Standard General Terms and Conditions (Expanded Version)** set out the **full and detailed form** of the key commercial, operational, and risk-allocation provisions that apply to the Works.

A **condensed summary** of these terms appears on, or is referenced in, the majority of our estimates, quotations, invoices, and other project documents. The condensed version is provided **for immediate visibility and convenience only**. This expanded version is reproduced here to provide **complete context, clarity, and detail**.

Both the condensed and expanded versions form part of the contractual framework governing the Works. In the event of any inconsistency or ambiguity, **this Expanded Version shall prevail**, unless expressly stated otherwise in writing.

The purpose of reproducing these terms on individual project documents is to ensure that Clients are provided with **prompt visibility of salient and material conditions**, including pricing assumptions, exclusions, variation mechanisms, payment terms, and risk allocation, **regardless of whether the Client accesses or reviews the full Terms and Conditions via link or external document**.

These Standard General Terms and Conditions are **contractual, binding, and enforceable**, and shall apply **in addition to and together with** the full Terms and Conditions of Service. The inclusion of selected terms on project documents is **not exhaustive** and shall **not limit, waive, or override** any other applicable term contained in the full Terms and Conditions.

In the event of any inconsistency, the **full Terms and Conditions** and any expressly agreed project-specific agreements shall prevail, save where these Standard General Terms expressly state otherwise.

Acceptance of any estimate, quotation, invoice, instruction, or commencement of the Works shall constitute the Client's **unconditional acceptance** of these Standard General Terms and Conditions.

11.1 **S Submission Fees, Government Fees, HDB approval, Condo Management fees, Building Management fees, SP Service Fees, PUB etc are not included in any estimate unless otherwise stated.**

Where any such fee is included, it shall be treated as a provisional allowance only and may be revised once the actual fee is confirmed by the relevant authority or service provider. Any increase, additional charge or previously unidentified fee shall be payable by the Client in addition to the

estimated amount, this can be done so whilst the project is in process or at the end of project when the company issues the final account.

11.2 **Government, Authority & Third-Party Submissions – Exclusion, Timeframe & Abandonment**

Submission fees, government fees, statutory charges, and third-party approval costs, including but not limited to **HDB approvals, Condominium Management approvals, Building Management approvals, SP Group service fees, PUB submissions, authority processing fees, and similar charges**, are **not included** in any estimate, offer, or quotation unless expressly stated otherwise in writing.

11.3 The Client expressly acknowledges and agrees that **all statutory, authority, management, and third-party submissions** are subject to processes, requirements, review timelines, and discretionary decisions **entirely beyond our control**. Any assistance provided by us in relation to such submissions shall be on a **reasonable endeavours basis only** and shall not constitute a contractual obligation to secure approval.

11.4 Accordingly:

(a) No representation, warranty, or guarantee is given as to approval outcomes, processing durations, conditions imposed, or timeframes for completion;

(b) Submission processes may require **multiple consultants, professionals, authorities, or stakeholders**, and may involve revisions, resubmissions, clarifications, or changes not foreseeable at the time of engagement;

(c) Certain submissions—particularly those involving **additions and alterations, change of use, regularisation of existing works, or non-standard residential works**—may take **many months or years** to resolve, or may ultimately not be approved at all.

11.5 All timeframes indicated for submissions or approvals (if any) are **indicative only** and shall **not form part of the contractual programme**, nor give rise to any claim for delay, loss, damages, refund, or compensation.

Where a submission process becomes **unreasonably prolonged, commercially impractical, or incapable of resolution** despite reasonable efforts, the parties may, **by mutual written agreement**, elect to **abandon the submission or related scope**. In such circumstances:

(a) No party shall have any further claim against the other arising from such abandonment;
(b) All sums paid to date shall remain non-refundable; and
(c) Neither party shall be entitled to claim damages, losses, or costs arising from the discontinuation.

The abandonment of a submission or approval process shall not be deemed a breach of contract by either party.

11.6 **INDEPENDENT REVIEW & THE COMPANYS RIGHT TO ABANDON**

Without prejudice to the foregoing, where the parties are **unable to reach agreement** on how to proceed with any authority, statutory, or third-party submission, or where the submission process has become **protracted, commercially impractical, or disputed**, **The Company** may appoint an **independent third-party professional or consultant** (including but not limited to a Qualified Person, Competent Professional, planning consultant, architect, engineer, or authority liaison specialist) to **review the submission prospects**.

11.7 If such independent third-party professional determines, in writing, that the submission or approval process is **unlikely to succeed, commercially unviable, or effectively hopeless**, **The Company** shall be entitled, **at its sole discretion**, to **abandon the submission and/or the affected scope of Works** by written notice to the Client.

11.8 Upon abandonment under this clause:

(a) NYTC shall have **no further obligation** to pursue the submission or the affected scope;
(b) All sums paid to date shall remain non-refundable;
(c) Neither party shall have any claim against the other arising from such abandonment; and
(d) Such abandonment shall **not constitute a breach** of contract by **The Company**.

The Client agrees that the determination of the independent third-party professional shall constitute **reasonable and objective grounds** for abandonment and waives any claim arising solely from **The Company**'s exercise of its rights under this clause.

11.9 **Our discounted rates:**
Any **discounted, preferential, or promotional pricing** offered by **The Company** is conditional upon the Client's express consent to:

(a) Permit **The Company** to **photograph, record, publish, market, and promote** the project and its association with the Client, whether online or offline, including on websites, social media platforms, portfolios, presentations, and marketing materials; and

(b) Participate in **The Company**'s **review and feedback process**, including the provision of a **genuine, truthful review or testimonial** based on the Client's actual experience.

11.10 Where the Client has any dissatisfaction, concern, or complaint relating to the Works, the Client **must first notify The Company in writing** and provide **The Company** with a **reasonable opportunity to investigate and address** the issue before publishing any public review or commentary.

The Client agrees that any review, statement, or publication relating to **The Company** or the Works shall:

- Be **truthful, accurate, and made in good faith**;
- Not be **false, misleading, defamatory, malicious, bias or exaggerated**;
- 'No Cancel culture motive', or negative company damaging content.
- Not misrepresent scope, pricing, performance expectations, or contractual limitations.

11.11 Discounted pricing is granted **in consideration of the above marketing and review obligations**, which are material and non-negotiable.
Failure to comply with this clause shall entitle **The Company**, at its discretion, to **withdraw the discounted rate**, reinstate the **standard non-discounted pricing**, or treat the discount as void.

11.12 For the avoidance of doubt, **The Company** does **not** require or compel any particular rating or sentiment, but reserves the right to take action where reviews are **untrue, misleading, or published without first following the above review protocol**.

11.13 **DISCOUNTED, NEGOTIATED & SETTLEMENT RATES – CONDITIONAL UPON FULL PAYMENT**

Any **discounted rate, negotiated price, goodwill adjustment, settlement amount, or preferential pricing** offered by **The Company** (including without limitation discounts, package pricing, compromise

sums, or settlement figures) is **strictly conditional** upon the Client's **full and timely payment** of all sums due in accordance with the agreed payment terms.

11.14 In the event of **any default, delay, shortfall, withholding, or failure to honour payment in full**, the following consequences shall apply automatically and without prejudice to any other rights or remedies:

(a) All discounts, negotiated rates, settlement figures, and goodwill concessions shall be deemed void, and **The Company** shall be entitled to **revert to and claim the full undiscounted value** of all works, goods, services, variations, and associated costs;

(b) Any works, materials, services, assistance, or remedial items previously carried out **as a gesture of goodwill, accommodation, or without charge** shall become **fully chargeable** at **The Company**'s prevailing rates;

(c) The Company shall be entitled to **revalue the entire scope of Works**, including completed, partially completed, omitted, abortive, and varied works, and to issue a **revised valuation and claim** accordingly;

(d) All **legal fees, disbursements, recovery costs, and enforcement expenses** incurred by **The Company** in recovering sums due shall be **borne in full by the Client** on a full indemnity basis;

(e) All fees, costs, and expenses of any **experts, consultants, or professionals** engaged by **The Company** for the purposes of valuation, assessment, certification, or dispute resolution shall be **borne by the Client**.

11.15 For the purposes of valuation under this clause, **The Company** may appoint **Oliver Ho & Associates (Quantity Surveyors)** or **Wayne Crossley** as **independent expert valuers** to determine the **fair and proper value of the entire scope of Works and associated charges**.
The determination issued by Oliver Ho & Associates or Wayne Crossley shall be **final, conclusive, and binding**, save for manifest error or fraud.

Where the valuation determined by Oliver Ho & Associates or Wayne Crossley **exceeds any previously discounted, negotiated, or settlement amount**, such higher valuation shall **prevail and be payable by the Client.**
Conversely, where the valuation is lower, the lower valuation shall prevail, and any corresponding overpayment shall be issued to the Client as a credit note, in accordance with the Company's Credit Note and Refund Policy.

11.16 **DEFAULT CONSEQUENCES – TIME-RELATED LOSSES, INTEREST & DIRECT PAYMENT RIGHTS**

Without prejudice to this Agreement, where any discounted rate, negotiated rate, settlement amount, or goodwill concession is rendered void due to non-payment, delayed payment, or disputed payment, the Client shall further be liable for **all additional losses and costs incurred by The Company** arising from the period commencing on the date payment first fell due and ending on the date full payment is finally received.

Such recoverable losses and costs shall include, without limitation:

(a) Interest on all outstanding sums, calculated at the rate specified in this Agreement (or, where not specified, at the maximum rate permitted by law), accruing on a **daily basis** until full payment is received;

(b) Internal costs, management time, administrative burden, and opportunity costs incurred by NYTC in pursuing payment, managing the dispute, reallocating resources, or suspending or prolonging works;

(c) Commercial and operational losses suffered by **The Company** as a result of cashflow disruption, delay to project turnover, reputational impact, or diversion of personnel and resources;

(d) Any **loss or damage suffered by The Company arising from the extended duration** of the dispute, including escalation of costs, inflation, remobilisation, or inefficiencies attributable to delayed resolution.

All such amounts shall be **recoverable as a debt**, in addition to the principal sums due, and shall not be deemed punitive or penal in nature.

11.17 **DIRECT PAYMENT / STEP-IN RIGHTS**

Where the Client is **not the end customer** and **The Company** has been engaged through an intermediary, contractor, consultant, agent, or other third party, the Client irrevocably agrees that, in the event of **non-payment, payment default, insolvency, dispute, or failure to account**, **The Company** shall be entitled, **without prejudice to any other rights**, to:

(a) Seek and accept direct payment from the end customer, employer, owner, or downstream party for the value of Works performed, goods supplied, or services rendered by **The Company**;

(b) Notify such downstream party of the sums due and the basis of **The Company**'s entitlement; and
(c) Apply any such direct payments **in satisfaction of amounts outstanding** under this Agreement.

The Client irrevocably waives any objection to such direct payment and agrees that receipt of payment by **The Company** from a downstream party shall constitute a **valid discharge of the corresponding debt**, to the extent received.

Nothing in this clause shall limit **The Company**'s right to pursue the Client for any **remaining shortfall**, nor shall it be construed as releasing the Client from its primary payment obligations.

11.18 After discount price is based on a total package. Reduction in the scope of works, removal of items, making changes, etc may not result in a cheaper end price & maybe subject to being re-invoiced.
For the Avoidance of Doubt –

11.19 **PACKAGE PRICING**
For the avoidance of doubt, any discounted, negotiated, or package pricing is calculated on the basis of the **entire scope of Works**, including assumptions relating to economies of scale, sequencing, resource allocation, preliminaries, overheads, and commercial efficiencies.

Accordingly, the omission, reduction, or alteration of any part of the Works shall **not be treated on a pro-rata basis**, and shall not automatically entitle the Client to a reduction in price.

11.20 **REPRICING RIGHTS**
For the avoidance of doubt, where the scope of Works is reduced, amended, or restructured, **The Company** reserves the right to **re-evaluate and reprice the Works** on a revised basis, including (without limitation):

(a) Reverting to **standard (non-discounted) rates**;
(b) Adjusting unit rates to reflect loss of scale or efficiency;
(c) Charging for abortive works, remobilisation, resequencing, or inefficiencies caused by the change.

Any such repricing may result in the **overall contract sum remaining unchanged or increasing**, and the Client expressly accepts this outcome.

11.21 Price does not include painting of walls, only minor touchup and customer is to provide paint. Touch up color may vary to color of wall based on age'ing of paint on wall. Painting is charged at $3 PSF typically.

11.22 Price does not include Plastering of joint termination points, Plastering of joints is charged at $3 PSF typically.

11.23 Plastering and Painting means to plaster only the joins of interconnected surfaces and to paint with Matex White paint only. Any other such painting is not included and subject to additional costs, option to opt out of doing.

11.24 Infinity Walls / Green Screen / Blue Screen / Chroma Key
The specification, design and installation process is part of our IP and covered under the trade secrets act. No filming is permitted on photography of any kind.
The design, methodology and implementation of such to installation on site, is at sole discretion. This includes the construction, curvature, dimensions and choice of plastering and paint method.
We reserve the right to select our own method of chroma painting and we are not at liberty to share or disclose the recipe, colour codes, mixture or mix process in creating such paints.

11.25 In the event that following commissioning process being “Set is lit using Kino-Flo lighting evenly distributed, Adobe Premier was used, to key out the background colour” and the results did not meet your satisfaction, we will bring in a 3rd party content producer to evaluate. “Nick Talbot” if found that the issues were attributed to lighting and equipment then there will be a charge of $5,000.00 imposed. In the event that there is an issue with our own paint mixing we will replace that paint with Rosco Chroma Green Paint free of charge.

11.26 Any other such items, works, services, goods that are not listed in the estimate will not be included in the services provided. Additional requirements carried out will be considered as Variation Orders and you agree to pay.

11.27 In the event you dispute the costs of these addional works carried out we shall engage a 3rd party Surveyor & Loss Ajustor "Oliver ho and associates" to quantify the costs and provide to you, which we will take as final.

11.28 If instructions are given to our sub contractors by yourselfs without our written agreement we reserve the right to demand that you bare any / all such costs arrising from your instructions.

11.29 In the event that we have given you a invoice for such works you relkinquish the right to not make payment in favour of a cheaper rate by direct payment to the sub contractor.

11.30 After order confirmation, please allow time for our Project Manager, Contractors or Consultants to visit the site and ensure all personal can be briefed on your project.

11.31 Working hours are from 10:30 - 17:00 Monday to Friday excluding public holidays, for working after office hours please consult your sales consultant for extra costs. hours from 17:00 till 23:00 (installation cost x 1.5)
delivery 17:00 till 23:00 ($100 per worker) delivery 23:00 till 4:00 ($200 per worker)

11.32 Clean & Tidy finishing is not included in the quotation. If you require for this to be done please ask and we can provide you a pricing on this.

11.33 Please ensure that all valuables, delicate and other such items or objects are removed from the working area to avoid damage, leave them at your own risk.

11.34 Projects whereby you have an appointed QP, PE, Designer, Main-Con, You are managing the project personally or via your company, or we are not the main contractor: all licences, permits, registrations, fines, insurance(PL&WIC) shall be borne by them or yourself if they fail to do so.

11.35 Please ensure work area is free from obstructions as this will delay the job finishing time and in some cases if the room is very cluttered disrupt our installation. We reserve the right to charge $200 per worker if this is so.

11.36 If you are unable to remove your bed; Please remove your bed mattress and Bedding from the work zone. If our workers are required to move items this is chargeable.

11.37 If working above false ceiling height or above 2.8m then further costs will be charged at $500 per day of manpower incurred from extra time required.

11.38 **ADDITIONS TO EXISTING INSTALLATIONS – CLIENT'S RISK**

Where electrical works involve modifications or additions to an existing installation (e.g., power points, lighting circuits, Isolators, etc.), such works are carried out **entirely at the client's own risk and liability**.

As we are not the original installer of the existing electrical system, we cannot verify its compliance, capacity, or condition. Accordingly, we shall not be held responsible for any faults, failures, incompatibilities, or safety issues that may arise from the pre-existing infrastructure.

11.39 The Company may, **at its discretion**, arrange for a Licensed Electrical Worker (LEW) to inspect or test the existing wiring and electrical installations. Unless expressly included in the agreed scope of Works, the Company does not undertake a comprehensive survey, inspection, testing or certification of the premises' existing electrical installation.

Where, in the professional opinion of the LEW, existing wiring or installations are unsafe, non-compliant, or unsuitable for the proposed extension or modification, the Client shall bear the cost of any necessary investigation, removal, rectification or replacement not already included in the Contract Price, except to the extent required to remedy defects or damage for which the Company is responsible.

The Company may, at its discretion, offer to undertake such additional works as a Variation or decline to undertake them and require the Client to arrange their completion independently and at the Client's own cost. Any electrical works so arranged shall be carried out or supervised by a Licensed Electrical Worker of the appropriate licence class. Identifying, reporting or advising on an existing condition shall not, by itself, oblige the Company to undertake its rectification.

The Company may defer or suspend the affected Works until the necessary remedial works have been completed and any required inspection, testing and certification have been obtained, with the Company's appointed LEW reasonably satisfied that the affected Works can safely proceed. To the extent not attributable to the Company's breach of Contract, any resulting delay shall entitle the Company to a reasonable extension of time, and any reasonable additional costs incurred by the Company as a result shall be borne by the Client.

Where an inspection is neither contractually required nor otherwise required as described above, **the absence of that inspection shall not, by itself, constitute a breach by the Company or an acceptance of responsibility for pre-existing defects**. The carrying out of the Works shall not, by itself, constitute a warranty or certification of existing wiring outside the required inspection scope.

11.40 **SURCHARGE FOR LATE CONFIRMATIONS**

All Variation Order (VO) works confirmed *after the commencement of site works* will be subject to a **30% surcharge**, as compared to works confirmed at the outset.

This surcharge reflects the disruption, re-coordination, and additional overheads incurred when changes are introduced mid-project.

11.41 **MATERIAL AND ACCESSORY CHARGES**

In addition to the surcharge, **Lump-sum charge will apply for all required materials** necessary to execute the variation works. This includes, but is not limited to, accessories, components, cables, and miscellaneous installation items.

11.42 Windows/door fabriction period is normally around 35-55 days, shippment period normally around 10-15days subjects to actual situation. You agree that delays in shippments are not given grounds for a cancel of order.
Sound reduction doors require time to be made and there maybe delay if other orders are in front. If there is a delay you will be notified we can arrange a temporary door to be installed first at our discretion.

11.43 For surface mounted acoustic systems such as polycoustic or cinematic panel join lines or raised surfaces maybe visible depending on site conditions. If you select a light colour these are prone to becoming dirty.

11.44 The company reserve the right to publicize, market and promote of activities and association with you including photos, video on all media including Internet

11.45 Minimum 50% Deposit, 25% progress payment there after payments and balance in progressive payments as per our schedule if not stated 20% then final 5% on completion

11.46 Once confirmed order is not reversible. Please read our terms and conditions of service www.nytc.earth/TC Payments shall be made to the Contracting Entity as stated in the invoice or payment instructions.

11.47 After Payment is made for each stage it is considered that milestone has been competed to client satisfaction

11.48 **Late Payment:** Any late-payment interest, administration fees and recovery charges shall be applied in accordance with the **Late-Payment and Recovery Charges Schedule**

12. **CLIENT FINANCIAL CAPACITY**

12.1 Client Financial Capacity & Payment Security

The Client acknowledges that the Company undertakes significant financial commitments, including labour, materials, subcontractors, manufacturing, logistics, and project resources, in reliance upon the Client's ability to make timely payment.

12.2 Accordingly, where at any time the Company has **reasonable commercial concerns** regarding the Client's financial capacity or willingness to fulfil its payment obligations under this Agreement, the Company shall be entitled to request reasonable evidence of the Client's financial ability to pay.

Such concerns may arise from, without limitation:

- delayed payments;
- partial payments or payment disputes;
- failure to meet agreed payment milestones;

- information indicating financial distress, insolvency risk, or funding uncertainty;
- instructions or conduct suggesting inability or unwillingness to complete payment.

12.3 Where such concerns arise, the Company may require the Client to provide **reasonable financial assurance**, including but not limited to:

- advance payment;
- increased deposit;
- bank guarantee;
- escrow arrangement;
- direct payment undertaking from the end client or project owner; or
- any other form of payment security reasonably required by the Company.

12.4 Pending the provision of such assurance, the Company shall be entitled to **suspend the Works without liability**, and any resulting delay shall not constitute a breach of contract by the Company.

12.5 If the Client fails or refuses to provide the requested financial assurance within a reasonable period, the Company shall be entitled to **terminate the Works**, recover payment for all Works performed, materials supplied, costs incurred, loss of profit, and any associated expenses arising from such termination.

13. PAYMENT DEFAULT AND LEGAL RIGHTS

13.1 PAYMENT, DISPUTES, INDEPENDENT VALUATION, DEFAULT AND DEBT RECOVERY

13.1.1 **Payment Due Date**

Unless otherwise expressly stated on the relevant invoice:
(a) every invoice shall be due and payable immediately upon issuance;
(b) any period of late payment shall be calculated from the next Working Day following the date on which the invoice was issued; and

(c) payment shall be made in full and in cleared funds to the bank account or by such other payment method specified by the Contracting Entity.

13.1.2 **Payment Notwithstanding Dispute**

The Client shall pay every invoice in full by its due date notwithstanding any dispute, complaint, grievance, disagreement, counterclaim or request for clarification concerning:

(a) the valuation or amount invoiced;

(b) the quantity, quality or measurement of any Works;

(c) any rate, variation, omission, addition or adjustment;

(d) any goods, services, professional fees or third-party charges;

(e) any alleged defect, delay, loss, damage or breach; or

(f) any other matter arising from or connected with the Contract.

Except where expressly required or permitted by applicable law, the Client shall not set off, withhold, deduct, defer, counterclaim against or suspend payment of any amount due to the Contracting Entity.

The existence of any dispute shall not extend the applicable payment period or suspend the Contracting Entity's rights of recovery, suspension, termination or enforcement.

13.1.3 **Payment Does Not Waive Dispute**

Payment of an invoice shall not, by itself, constitute the Client's acceptance that the invoice is correct and shall not prevent the Client from invoking the independent valuation procedure contained in this Clause 13.1.

The Client's contractual remedy concerning a disputed valuation shall be to pay the invoice first and thereafter seek an adjustment through the independent valuation procedure.

13.1.4 **Notice of Dispute**

Any Client wishing to dispute an invoice shall provide the Contracting Entity with written notice within seven (7) calendar days after the invoice is issued.

The notice must:

(a) identify the relevant invoice;

(b) identify each particular item and amount disputed;

(c) state the complete factual and contractual grounds relied upon;

(d) state the amount which the Client considers properly payable;

(e) include the Client's calculations; and

(f) include all documents, photographs, measurements, correspondence and other evidence reasonably available to support the dispute.

A general expression of dissatisfaction, refusal to pay, request for further information or unsupported allegation shall not constitute a valid notice of dispute.

Unless otherwise required by applicable law, the Client shall pay the invoice in full by its due date in accordance with Clause 11.1.3, whether or not the invoice is disputed or a notice of dispute has been submitted. Neither the prescribed notice period nor the submission or consideration of a notice shall extend the payment deadline or entitle the Client to withhold, deduct, set off, defer or suspend payment.

A valid notice preserves the Client's right to seek an adjustment through the contractual independent valuation procedure **after payment**, subject to that procedure's requirements.

13.1.5 **Payment as a Condition of Review**

Full payment of the disputed invoice, together with all other amounts then due to the Contracting Entity, shall be a condition precedent to the Client invoking the independent valuation procedure.

The Client shall not be entitled to require an independent valuation review while any invoice, interest, fee, charge or other amount due to the Contracting Entity remains unpaid.

Following full payment, the Client may submit a written request for an independent valuation review within fourteen (14) calendar days after payment.

The request must be accompanied by:

(a) the valid notice of dispute;

(b) all documents, calculations and evidence relied upon; and

(c) any deposit or advance payment required for the reviewing expert's fees and expenses.

13.1.6 **Appointment of Reviewing Expert**

The Contracting Entity shall, acting reasonably and subject to availability, suitability and the absence of any material conflict of interest, appoint either:

(a) Oliver Ho & Associates; or

(b) Mr Wayne Crossley of StrataCon Pte. Ltd.,

to undertake the independent valuation review.

Where neither named expert is available or suitable, the Contracting Entity may appoint another independent quantity surveyor, cost consultant, construction consultant or appropriately qualified professional of equivalent experience and standing.

No person who prepared or materially participated in preparing the disputed valuation shall be appointed to review that same valuation.

13.1.7 **Status and Authority of Reviewing Expert**

The reviewing expert shall act as an expert and not as an arbitrator.

The review shall constitute an expert determination and shall not constitute arbitration, adjudication, litigation or mediation.

The reviewing expert shall determine the proper valuation of the disputed matter in accordance with:

(a) the Contract and these Terms and Conditions;

(b) the Estimate, quotation, Bill of Quantities, drawings, specifications and other contractual documents;

(c) the Works, goods or services actually carried out or supplied;

(d) the project records, measurements, photographs, correspondence and site records;

(e) the agreed contractual rates;

(f) reasonable market rates where the Contract does not prescribe an applicable rate; and

(g) the reviewing expert's professional knowledge, experience and judgment.

13.1.8 **Review Procedure**

The reviewing expert may:

(a) determine the procedure and timetable for the review;

(b) request further documents, calculations, measurements or explanations;

(c) inspect the Site, Works, materials or project records;

(d) meet with or obtain clarification from either Party;

(e) rely upon the reviewing expert's own professional knowledge and experience;

(f) obtain specialist assistance where reasonably necessary;

(g) disregard any material submitted outside the period directed by the reviewing expert; and

(h) proceed with the review where either Party fails to provide requested information.

Each Party shall be given a reasonable opportunity to provide written information relevant to the disputed valuation.

Unless the reviewing expert directs otherwise, neither Party shall be entitled to an oral hearing, examination of witnesses or legal representation during the review.

13.1.9 **Final and Binding Determination**

The reviewing expert shall issue a written determination of the proper valuation.

The determination shall be final and binding upon the Parties except in the case of:

(a) fraud or fraudulent concealment;

(b) collusion;

(c) material partiality or an undisclosed material conflict of interest;

(d) manifest error; or

(e) a material departure from the authority or instructions given to the reviewing expert under this Clause 13.1.

For the purposes of this Clause 13.1, a manifest error means an obvious and indisputable error apparent from the face of the determination or its calculations.

A manifest error shall not include a disagreement with the reviewing expert's professional opinion, methodology, assessment or conclusion.

The reviewing expert may correct any clerical, typographical, arithmetical or calculation error within fourteen (14) calendar days after issuing the determination.

13.1.10 **Upward Adjustment**

Where the valuation determined by the reviewing expert exceeds any amount previously invoiced, estimated, discounted, negotiated, compromised, provisionally accepted or agreed in settlement, the higher valuation shall prevail.

The Client shall pay the difference, together with any applicable GST, interest, charges and allocated review costs, within seven (7) calendar days after issuance of the determination.

The additional amount shall constitute an agreed, ascertained and established debt due and payable to the Contracting Entity.

13.1.11 **Downward Adjustment**

Where the valuation determined by the reviewing expert is lower than the amount previously paid by the Client, the lower valuation shall prevail.

The corresponding difference shall be issued to the Client as a credit note in accordance with the Contracting Entity's Credit Note and Refund Policy, unless a different remedy is required by applicable law.

The existence of any credit shall not entitle the Client to withhold or deduct that credit from any other invoice unless the Contracting Entity has expressly authorised the deduction in writing.

13.1.12 **Costs of Independent Review**

The Client shall initially pay all deposits, professional fees, inspection charges, specialist fees and expenses required for the independent valuation review.

The reviewing expert may determine the final allocation of the reasonable review costs between the Parties, having regard to:

(a) the outcome of the review;

(b) the extent to which each Party's valuation was upheld;

(c) the reasonableness of the positions taken by the Parties;

(d) whether relevant information was withheld, incomplete or submitted late; and

(e) the conduct of the Parties during the review.

Any review cost determined to be payable by the Client shall become due within seven (7) calendar days after issuance of the determination.

Any review cost determined to be payable or credited by the Contracting Entity shall be applied by credit note unless otherwise required by applicable law.

13.1.13 **Established Debt**

For the purposes of this Clause 13.1, an **Established Debt** means any amount which is:

(a) admitted or acknowledged by the Client;

(b) undisputed;

(c) expressly agreed between the Parties;

(d) certified under the Contract;

(e) determined by the reviewing expert;

(f) determined by an adjudicator, arbitrator, court or competent tribunal;

(g) recorded in a signed settlement or acknowledgment of debt;

(h) payable under a final account agreed between the Parties; or

(i) otherwise conclusively established as due and payable under the Contract or applicable law.

13.1.14 **Event of Default**

Where an Established Debt remains unpaid for more than fourteen (14) calendar days after becoming due, an Event of Default shall occur.

Upon an Event of Default:

(a) every outstanding Established Debt shall become immediately due and payable;

(b) the Contracting Entity may commence legal, adjudication, arbitration, insolvency, enforcement or debt-recovery proceedings;

(c) the Contracting Entity may suspend or terminate the Works;

(d) the Contracting Entity may exercise any lien, retention, set-off or other contractual right available to it; and

(e) the Contracting Entity may recover applicable interest, charges, professional fees and recovery costs.

No further demand, reminder or notice shall be required before the Contracting Entity exercises those rights, to the maximum extent permitted by applicable law.

13.1.15 **Waiver of Contest and Consent to Judgment**

In respect of proceedings brought solely to recover an Established Debt following an Event of Default, the Client unconditionally and irrevocably:

(a) acknowledges its liability for the Established Debt;

(b) waives its right to contest the existence, validity, enforceability or quantum of the Established Debt;

(c) agrees not to raise any set-off, deduction, counterclaim or defence against recovery of the Established Debt, except for proof of payment made after the debt was established, fraud, manifest calculation error or any defence which cannot lawfully be excluded;

(d) agrees to consent to judgment being entered against it for the Established Debt, together with applicable interest and costs; and

(e) agrees promptly to sign and deliver any consent, memorandum, acknowledgment, consent order or other document reasonably required to give effect to this provision.

Nothing in this Clause 13.1.15 shall prevent a court or tribunal from satisfying itself that:

(a) the Contracting Entity has established its cause of action;

(b) the amount claimed constitutes an Established Debt; and

(c) the applicable Event of Default has occurred.

13.1.16 **Legal and Recovery Costs**

The Client shall indemnify and keep indemnified the Contracting Entity against all reasonable costs and expenses incurred in recovering or attempting to recover an overdue amount, including:

(a) solicitors' fees;

(b) court and filing fees;

(c) adjudication and arbitration fees;

(d) quantity surveyor, expert and consultant fees;

(e) debt-collection agency fees;

(f) tracing and investigation expenses;

(g) enforcement and execution expenses;

(h) insolvency-related expenses; and

(i) all reasonably incurred disbursements.

Such costs may be invoiced progressively as and when incurred and shall be payable by the Client within seven (7) calendar days after issuance of the relevant invoice.

The costs shall be recoverable on a full indemnity basis to the maximum extent permitted by law, subject to any assessment, taxation or determination required by a court or competent tribunal.

13.1.17 **Late-payment and recovery charges schedule**

Where any invoice, payment claim, instalment, milestone payment or other amount remains unpaid after its due date, the Contracting Entity may impose and recover the charges set out in the following Late-Payment and Recovery Charges Schedule.

The charges are intended to compensate the Contracting Entity for administrative work, management time, financing costs, collection activity, professional expenses and operational disruption reasonably arising from the payment default, and are not intended to operate as fines or penalties.

Fixed administration charges shall apply only once at the applicable recovery stage and shall not be duplicated for the same reminder or demand. Percentage-based late-payment charges shall apply only to the unpaid overdue balance and shall be calculated on a simple-interest basis without compounding.

Charges based upon actual costs shall be limited to reasonable amounts genuinely incurred and may be supported by invoices, receipts, time records or other reasonable evidence. No amount shall be recovered twice under both this Schedule and Clause 13.1.16.

Charge	When It Applies	Amount	Frequency / Limitation
Payment Reminder Administration Charge	Where payment remains outstanding for seven (7) calendar days after the due date and the Company issues a written reminder.	S$50.00	Per Issuance of overdue invoice (tracked by Edditon).
1st Letter of Demand Administration Charge	Where payment remains outstanding for fourteen (14) calendar days after the due date and the Company issues a formal final demand.	S$200.00	Onetime Charge
Final Demand Administration Charge	Follow up letter:	S$100.00	Onetime Charge
Letter before legal Action	Follow up letter:	S$100.00	Onetime Charge
Late-Payment Charge	From the payment due date until the overdue balance is paid in full.	5% per month on the unpaid balance	Simple interest, calculated daily and not compounded.
Rejected, Reversed, Failed or Missed Payment Commitment Charge	Where: **(a)** a cheque, GIRO payment, card payment, bank transfer or other attempted payment is rejected, reversed, dishonoured, recalled or otherwise fails; or **(b)** the Client confirms in writing—including by email, SMS, WhatsApp or other written electronic communication—that a specified amount will be paid by a specified date, but the payment is not received in cleared funds by that date.	S$100.00, plus actual bank charges	Per unsuccessful payment.
Debt-Recovery Costs	Where the overdue account is referred to a debt-collection agency, solicitor, tracing agent or other external recovery provider, or is formally escalated and assigned to the Company's Chief Executive Technical Officer ("CETO"), director, authorised officer or senior management representative for recovery action.	Actual reasonable external costs incurred, together with reasonable internal recovery and management charges. CETO recovery and management time shall be charged at S$117.00 per hour, calculated in fifteen-minute increments, for time reasonably and actually incurred.	External costs shall be supported by the relevant provider's invoice or receipt. CETO and internal management time shall be supported by reasonable contemporaneous time records.
Tracing and Search Costs	Where searches are reasonably required to locate the debtor, identify responsible parties or obtain service particulars.	Actual reasonable costs incurred	Supported by receipts or invoices.
Legal Fees and Disbursements	Where solicitors are instructed to issue demands, commence proceedings or advise on recovery.	Actual reasonable costs incurred	To the extent permitted by law.
Court and Service Fees	Where legal proceedings are commenced.	Actual filing, service and court fees	As incurred.

Charge	When It Applies	Amount	Frequency / Limitation
Enforcement Costs	Where enforcement of a judgment is required.	Actual reasonable enforcement costs	As incurred.
Suspension, Demobilisation and Remobilisation Costs	Where work, procurement or services are suspended because of non-payment and later restarted.	Actual reasonable costs incurred	Based on manpower, transport, storage and operational costs.
Conditional Discount Withdrawal	Where a discount was expressly conditional upon timely payment and the Contract clearly permits withdrawal following default.	Difference between the discounted and standard contractual price	Subject to the applicable Contract and law.
Applicable GST	Where GST is legally chargeable on the relevant fee or service.	Prevailing GST rate	Added where applicable.

The above charges are intended to compensate the Company for the financing costs, administrative work, management time, collection activity, professional expenses and operational disruption reasonably arising from payment default. They are not intended to operate as fines or penalties. Fixed administration charges shall not be duplicated for the same reminder or recovery stage. All percentage-based late-payment charges shall apply only to the unpaid overdue balance and shall be calculated on a simple-interest basis.

13.1.18 **No Waiver by Indulgence**

The Contracting Entity's acceptance of any late or partial payment, granting of additional time, participation in negotiations, delay in enforcement or failure immediately to exercise any right shall not:

(a) waive an Event of Default;

(b) waive the Contracting Entity's right to recover the remaining balance;

(c) vary the applicable payment due date;

(d) revive any expired right of dispute or review; or

(e) prevent the Contracting Entity from subsequently exercising any contractual or legal right or remedy.

No concession, extension, variation or waiver concerning payment shall be effective unless expressly recorded in writing by an authorised representative of the Contracting Entity.

13.1.19 **Condition Precedent to Client Proceedings**

Subject to applicable law, full payment of the disputed invoice and completion of the independent valuation procedure shall be conditions precedent to the Client commencing arbitration, litigation or other proceedings concerning solely the valuation or quantum of that invoice.

This restriction shall not apply to:

(a) an application for genuinely urgent interim relief;

(b) a statutory procedure or remedy which cannot lawfully be excluded, restricted or postponed; or

(c) a claim based on fraud.

13.1.20 **Independent Legal Advice**

The Client confirms that:

(a) it has read and understood this Clause 13.1;

(b) it has been advised that it may obtain independent legal advice before accepting the Contract;

(c) it has been given a reasonable opportunity to obtain such independent legal advice;

(d) it has either obtained such advice or freely elected not to do so; and

(e) it enters into the Contract freely and considers this Clause 13.1 fair and reasonable in the circumstances.

13.1.21 **Mandatory Statutory Rights**

Nothing in this Clause 13.1 shall exclude, restrict or prejudice any statutory right, obligation, payment procedure or remedy which cannot lawfully be excluded, restricted or postponed.

This includes any applicable right or obligation under the Building and Construction Industry Security of Payment Act 2004.

To the extent of any unavoidable inconsistency between this Clause 13.1 and any mandatory requirement of applicable law:

(a) the mandatory legal requirement shall prevail to the extent of the inconsistency; and

(b) the remaining provisions of this Clause 13.1 shall continue in full force and effect.

13.2 All items remain the property of **The Contracting entity** until paid in full. **The Contracting entity** reserve the right to reposes any and all supplied items if payment is suspended or delayed for any reason whatsoever. Any such damages connected or arrsing from the removal of items including removal of items from partiion walls, removal of items that were used to make walls, carpentey, tresspassing on your property and entering are accepted.

13.3 In the event that any disputes arrise relating to this contract and or alternativly payment if not made in full in respect to this contract for any reason whatsoever the company hold the right to chanrge you in full for the entirity of this contract and any disscounted rates or prices given will be void and you will be required to pay the without disscounted rate and in full. In additon all applicable charges from our T&C's will be paid by you.

13.4 In the event that payment is not made within 31 days the signitory of this document shall act as gurantor to the above mentioned contract value and undertake all of the above clauses.

13.5 The above options does not form part of a guarantee or guarantee of performance. The above does not guarantee confomity to a or your specification requirement if a/p as explained in our terms and conditons.

13.6 **MULTI-TIER DISPUTE RESOLUTION**

13.6.1 **Notice of Dispute**
Except as provided in Clause 13.6.9, a Party claiming that a dispute has arisen shall give written notice to the other Party identifying the nature of the dispute, the material facts relied upon, the relevant contractual provisions and the resolution sought.

13.6.2 **Independent Settlement Review Panel**
Within fourteen (14) calendar days after receipt of the Notice of Dispute, M&A Law Corporation, or such other solicitors appointed by the Contracting Entity, acting solely as appointing authority, shall nominate a suitably

qualified independent neutral referee. The independent neutral referee shall sit together with either **(a) Mr Wayne Crosley of StrataCon Pte. Ltd.; or (b) Oliver Ho & Associates, selected according to the nature of the dispute, professional suitability, availability and the absence of any material conflict of interest. Together they shall constitute the Independent Settlement Review Panel (the "Panel").**

13.6.3 **Independence, Appointment and Attendance**
Before accepting appointment, each Panel member shall disclose any actual or potential conflict of interest or other circumstance that may reasonably affect independence or impartiality. Where a proposed member is unavailable, unsuitable or conflicted, a suitably qualified replacement may be appointed. Each Party shall attend through a representative having sufficient knowledge of the dispute and authority to negotiate and conclude a binding settlement, and may be accompanied by its own solicitor, consultant or professional adviser.

13.6.4 **Purpose and Status of the Panel**
The Panel conference shall be private, confidential and conducted on a without-prejudice basis. The Panel shall review the contractual, legal, technical, valuation and commercial circumstances; identify the matters genuinely in dispute; provide an independent and objective assessment where appropriate; suggest reasonable options, compromises or corrective measures; and assist the Parties in seeking a fair, practical and mutually acceptable resolution that preserves their commercial relationship wherever reasonably possible. Unless the Parties expressly agree otherwise in writing, the Panel shall not impose a binding decision, award or determination.

13.6.5 **Conference, Outcome and Costs**
The Panel conference shall be convened within twenty-one (21) calendar days after receipt of the Notice of Dispute, where reasonably practicable. Any settlement shall be recorded in writing and signed by the Parties. The Panel's reasonable fees and expenses shall be shared equally by the Parties in the first instance, without prejudice to any different allocation agreed in settlement or ordered by a court. Each Party shall bear its own legal and professional costs. A Party's refusal or failure to participate shall not prevent progression to the next stage after expiry of the applicable period.

13.6.6 **Singapore Mediation Centre**
Where no signed settlement is reached within seven (7) calendar days after the Panel conference, the Panel cannot reasonably be convened within twenty-one (21) calendar days after receipt of the Notice of Dispute, or a Party refuses or fails to participate, either Party may submit the dispute for mediation at the Singapore Mediation Centre ("SMC") in accordance with SMC's Mediation Procedure in force at the relevant time. The other Party shall participate in the mediation within forty-five (45) calendar days after the request is submitted. Each Party shall be represented by a person having authority to negotiate and settle the dispute. Unless otherwise agreed, the mediation shall take place in Singapore and shall be conducted in English.

13.6.7 **Court Proceedings and Court Dispute Resolution**
Where SMC confirms that the mediation has ended without settlement, a Party refuses or fails to participate within the required period, or the dispute remains unresolved forty-five (45) calendar days after submission to SMC, either Party may commence proceedings in the courts of Singapore, which shall have exclusive jurisdiction. Following commencement of proceedings, the Parties shall, where available and appropriate, participate in any mediation, conciliation, neutral evaluation or other court dispute-resolution process directed or accepted by the court.

13.6.8 **Final Determination and Settlements**
Where the dispute is not resolved through the preceding stages, either Party may continue the court proceedings to trial, judgment or other final determination. Any written settlement reached through the Panel process, SMC mediation or court dispute resolution shall be binding upon the Parties and may be enforced in accordance with applicable law.

13.6.9 **Exceptions**
Nothing in this Clause shall prevent or delay: **(a) recovery of an Established Debt under Clause 13.1; (b) an application for urgent interim, injunctive or protective relief; (c) adjudication under the Building and Construction Industry Security of Payment Act 2004 or any other mandatory statutory procedure; (d) insolvency, winding-up or bankruptcy proceedings; (e) enforcement of a judgment, settlement, award or expert determination; (f) action required to preserve a limitation period or procedural deadline; or (g) an expert determination governed by Clause 13.1 or another provision of this Agreement.**

13.7 We reserves the right to revise product specifications without notice. The information in this document was correct to the best of our knowledge at the time of publication.

14. RETURNS, REFUNDS, CANCELLATIONS & CREDIT NOTES

14.1 GENERAL POLICY

Unless otherwise expressly agreed in writing by the Company, or where otherwise required by applicable law, all sales, goods supplied, services provided, consultancy services, professional fees, labour, works, design services, reports, drawings, Bills of Quantities (BQ), specifications, digital deliverables, submissions, deposits, progress payments, milestone payments and all other payments made to the Company are final and are not refundable.

The Company does not ordinarily provide cash refunds.

Where the Company agrees, at its sole and absolute discretion, to accept the return of goods, cancellation of services, adjustment of charges, overpayment, goodwill settlement or any other refund entitlement, the Company may satisfy such entitlement by issuing a Company Credit Note in accordance with this Clause.

14.2 COMPANY DISCRETION

The acceptance of any return, cancellation, exchange, replacement, commercial adjustment, credit or refund request shall be entirely at the Company's sole and absolute discretion unless otherwise required by applicable law.

Nothing contained within this Clause shall oblige the Company to accept the return of any goods, cancel any order, or provide any refund.

14.3 CREDIT NOTES IN PLACE OF REFUNDS

Where the Company elects to provide any refund, commercial adjustment, goodwill settlement, overpayment reimbursement or other financial entitlement, such entitlement shall, unless otherwise required by law, be satisfied by the issue of a Company Credit Note instead of a cash refund.

The issue of a Credit Note shall constitute full and final satisfaction of the Company's obligations relating to that refund or adjustment.

The Company reserves the right, at its sole discretion, to provide a cash refund instead of a Credit Note where it considers such action commercially appropriate.

14.4 VALIDITY OF CREDIT NOTES

Unless otherwise expressly stated in writing by the Company, every Credit Note shall:

(a) remain valid for a period of **two (2) years** from the date of issue;

(b) automatically expire upon the expiry of that period;

(c) have no cash redemption value;

(d) not attract interest;

(e) not constitute legal tender; and

(f) remain subject to verification by the Company prior to redemption.

Upon expiry, any unused balance shall automatically lapse and shall not be refundable, renewable or re-issued.

14.5 **USE OF CREDIT NOTES**

Credit Notes may be redeemed towards the purchase of eligible goods and services supplied by the Company or by any participating company, business, brand, division, website, online store, digital platform or other trading entity within the NYTC Group, as the Company may determine from time to time.

Without limitation, Credit Notes may be redeemed over multiple transactions until exhausted or expired.

The maximum value of Credit Notes that may be applied to any individual quotation, estimate, invoice, purchase, order, project, contract or transaction shall not exceed **fifty per cent (50%)** of the total value of that transaction.

The remaining balance of not less than fifty per cent (50%) shall be paid using the Company's normal payment methods.

The Company reserves the right to determine which companies, brands, businesses, websites, online stores, products and services participate in the Credit Note programme at any time.

14.6 **EXCLUDED GOODS & SERVICES**

Unless expressly agreed otherwise in writing by the Company, Credit Notes shall not be redeemable against:

(a) goods, products or services supplied by third-party vendors, manufacturers, suppliers or marketplace partners where the Company acts primarily as a reseller, distributor, intermediary or agent;

(b) statutory charges, government fees, taxes, duties, levies, permit fees or authority charges;

(c) third-party disbursements, freight charges, shipping charges, courier charges, customs duties or similar pass-through costs;

(d) products, services or businesses expressly excluded by the Company from the Credit Note programme.

The Company shall have the sole discretion to determine whether any product or service is eligible for redemption using a Credit Note.

14.7 **TRANSFERABILITY**

Credit Notes may be freely transferred, assigned, gifted or sold to any other person or entity.

The Company shall recognise the lawful holder of the original Credit Note as the person entitled to redeem it.

The Company shall not be responsible for any dispute between previous or subsequent holders relating to ownership, transfer, assignment, sale, consideration, value or possession of any Credit Note.

14.8 PARTIAL REDEMPTION

Where only part of a Credit Note is redeemed, the remaining balance shall remain available until the original expiry date.

Partial redemption shall not extend, renew or otherwise affect the validity period of the Credit Note.

14.9 RETURNS OF GOODS

Where the Company agrees to accept the return of any goods, such goods must:

(a) be returned in substantially the same condition in which they were supplied;

(b) be complete with all accessories, manuals and packaging where reasonably applicable;

(c) not have been installed, altered, modified, damaged or used beyond reasonable inspection;

(d) be returned at the Client's expense unless otherwise agreed in writing.

The Company reserves the right to refuse any returned goods that do not comply with these requirements.

Custom-manufactured goods, made-to-order goods, fabricated products, personalised goods, cut materials, installed goods, special-order products, digital products and professional services shall not ordinarily be eligible for return unless otherwise required by applicable law or expressly agreed in writing.

14.10 CANCELLATIONS

Where an order, project or service is cancelled after work has commenced, the Client shall remain liable for all labour, materials, procurement costs, administration costs, professional fees, manufacturing costs, subcontractor costs, cancellation charges, demobilisation costs and all other reasonable costs and losses incurred by the Company up to the date of cancellation.

Nothing contained within this Clause limits the Company's entitlement to recover any other sums otherwise payable under this Agreement.

14.11 FRAUD, MISUSE & VERIFICATION

The Company reserves the right to refuse, suspend, invalidate or cancel any Credit Note where it reasonably believes that the Credit Note:

(a) has expired;

(b) has been altered, tampered with or defaced;

(c) has already been redeemed;

(d) has been fraudulently obtained;

(e) is counterfeit;

(f) has been duplicated; or

(g) is otherwise invalid.

14.12 **NO WAIVER**

The acceptance of any return, cancellation or exchange, or the issue of any Credit Note or refund on one occasion shall not constitute a precedent or oblige the Company to accept future returns, cancellations, exchanges or refund requests.

14.13 **STATUTORY RIGHTS**

Nothing contained within this Clause shall exclude, restrict or limit any right, remedy, guarantee or obligation that cannot lawfully be excluded, restricted or limited under the applicable law governing the relevant transaction.

15. DEMOLITION, DISMANTLING & DISPOSAL WORKS – RISK ALLOCATION & EXCLUSION OF LIABILITY

15.1 Where the Works include or require demolition, dismantling, hacking, breaking out, removal, stripping, or disposal works of any kind, the Client expressly acknowledges and agrees that such works are inherently intrusive, destructive, and high-risk in nature.

15.2 Demolition and dismantling works may necessitate the removal, disturbance, or disconnection of existing systems and installations, including but not limited to electrical wiring, lighting, power points, water supply, drainage, sprinkler systems, sewage pipes, air-conditioning systems, carpentry, partitions, finishes, and concealed services.

15.3 The Client acknowledges that during the course of such works:

(a) Damage, breakage, failure, leakage, discharge, flooding, tripping, short-circuiting, or malfunction of existing systems may occur;
(b) Hidden, undocumented, non-compliant, aged, weakened, or improperly installed services or structures may be encountered;
(c) The use of mechanical equipment, including breakers, extractors, cutters, drills, and demolition tools, may cause vibration, shock, stress, or unintended consequences to adjacent elements.

Accordingly, no representation, warranty, or guarantee is given as to the condition, continuity, or functionality of any existing installation, system, or structure before, during, or after demolition or dismantling works.

15.4 **CLIENT'S RISK & COST RESPONSIBILITY**

All risks associated with demolition and dismantling works are borne entirely by the Client. Without limitation:

(a) Any damage, failure, leakage, flooding, sewage discharge, electrical outage, system shutdown, or loss of functionality arising during or as a result of demolition works shall be at the Client's sole risk and expense;
(b) Any works required to reinstate, repair, replace, reconnect, or make safe any affected electrical, plumbing, sprinkler, drainage, air-conditioning, structural, or finishing works shall be chargeable as additional works or variations;
(c) Any loss, damage, or interference suffered by neighbouring units, third parties, building management systems, or shared services shall be the Client's responsibility, including all associated claims, rectification costs, penalties, or fines imposed by authorities, management bodies, or third parties.

15.5 EXCLUSION OF LIABILITY

To the fullest extent permitted by law, NYTC shall not be liable for:

(a) Any damage to existing installations, services, finishes, fittings, or structures arising from demolition or dismantling works;
(b) Any consequential loss, loss of use, business interruption, delay, inconvenience, or third-party claims arising therefrom;
(c) Any flooding, water ingress, sprinkler discharge, sewage leakage, electrical failure, or system malfunction occurring during or after such works.

The Client expressly agrees that demolition and dismantling works are undertaken entirely at the Client's instruction and risk, and that NYTC shall not be deemed negligent solely by reason of damage occurring during the proper execution of such works.

15.6 INSURANCE & INDEMNITY

Where specific insurance coverage (including but not limited to Contractors' All Risks, Public Liability, or specialised demolition insurance) is not expressly stated as included, the Client acknowledges that no such insurance is provided and that all associated risks remain with the Client.

The Client shall fully indemnify and hold harmless the contractor against all claims, losses, damages, liabilities, penalties, fines, costs, and expenses (including legal fees) arising out of or in connection with demolition or dismantling works, including damage to third-party property or common services.

The Client further acknowledges and agrees that, unless expressly stated otherwise in writing, the Company is not obligated to procure or maintain any specific insurance coverage for the Works, and the Client shall remain responsible for all risks associated with such works.

In the event that any insurance coverage is not in place, has lapsed, is insufficient, or does not respond to a claim for any reason whatsoever, the Client shall bear all resulting costs, losses, damages, liabilities, penalties, fines, and expenses arising therefrom.

Each subcontractor, contractor, consultant, or third party engaged in connection with the Works

shall remain responsible for their own acts, omissions, workmanship, and safety obligations, and shall bear their own risks and liabilities arising from their respective scope of work. NYTC shall not be deemed responsible for the acts, errors, or omissions of such parties except to the extent expressly required by law.

15.7 NO REFUND / NO CLAIM

No damage, failure, or consequence arising from demolition or dismantling works shall entitle the Client to withhold payment, seek a refund, allege defective works, or make any claim against the company.

16. PROJECT DELIVERABLES

16.1 KPI (KEY PERFORMANCE INDICATOR) – LIQUIDATED ADJUSTMENT

In the circumstances, where a Key Performance Indicator ("KPI") forms part of the agreed project deliverables framework and is **acknowledged by the Parties to be indicative and not absolute**, subject to reasonable tolerances, site conditions, third-party dependencies, and variables beyond the Company's control, the provisions below shall apply **only where performance is materially and demonstrably outside the agreed acceptable parameters or margins**.

Any consequence arising from such material deviation shall constitute a **pre-agreed liquidated adjustment, and not a penalty**, reflecting a genuine pre-estimate of adjustment to value. The **sole and exclusive remedy** available to the Client shall be a **reduction of the final balance payment** otherwise due to the Company.

The **total aggregate amount** of any such liquidated adjustment **shall not exceed twenty per cent (20%) of the total contract sum**, and in any event **shall not exceed the final balance payment**. No other compensation, damages, set-off, claim, or remedy shall be permitted.

The Client **irrevocably waives** any right to pursue any further action, whether legal, equitable, statutory, or otherwise, arising from or in connection with any alleged failure to meet a KPI.

17. GLOBAL LIMITATION OF LIABILITY (MIRRORED CAP)

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total aggregate liability of the Company, whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution, or otherwise, shall be strictly capped at the lower of:

(a) twenty per cent (20%) of the total contract sum; or
(b) the total amount actually paid by the Client to the Company under this Agreement.

This cap shall apply **in the aggregate to all claims**, whether arising from a single event or multiple events, and shall include any claims, losses, costs, expenses, damages, or liabilities of any nature, including (without limitation) any liquidated adjustments or liquidated damages arising from KPIs, milestones, delay, disruption, or alleged defects.

In no event shall the Company be liable for any indirect, consequential, special, exemplary, or punitive losses, including loss of profit, loss of use, loss of business, loss of opportunity, or reputational damage, whether foreseeable or otherwise.

18. MILESTONE – DEEMED SATISFACTION & LIQUIDATED ADJUSTMENT

Milestones are used solely as a mechanism to identify and measure stages of progress within the Works. Where a milestone is linked to or evidenced by a payment, the making of such payment shall constitute the Client's confirmation and acceptance that the Works completed up to that milestone have been carried out to the Client's satisfaction, save for any defects which could not reasonably have been discovered at that time.

Only where a milestone is expressly identified in writing as a project deliverable, and the Company has materially failed to achieve such milestone prior to the corresponding payment being made, shall any consequence arise.

Any such consequence shall constitute a pre-agreed liquidated adjustment, and not a penalty, and the sole and exclusive remedy available to the Client shall be a reduction of the final balance payment, subject always to the aggregate cap set out in Clause 17, and in all cases not exceeding the final balance payment.

For the avoidance of doubt:

(a) Once a milestone payment has been made, that milestone shall be deemed achieved and closed;
(b) No subsequent allegation of non-completion, delay, or non-performance may be raised in respect of that milestone except in relation to latent defects not reasonably discoverable at the time; and
(c) Any liquidated adjustment relating to milestones may apply only to the final balance payment.

The Client shall not be entitled to suspend the Works, restrict access, or require the Company to vacate the site without the Company's prior written consent. Where such consent is granted, all Works carried out up to that point shall be valued and paid in full.

Except as expressly provided in this clause, the Client shall not be entitled to any additional compensation, damages, set-off, or claim arising solely from milestone performance.

19. TIME LIMIT / DEADLINE

Where a completion date or time limit is specified, it shall be treated as a **target completion date only**, and not a strict or guaranteed deadline, and shall at all times be subject to the terms of this Agreement.

For the avoidance of doubt, **any of the following shall automatically render any stated time limit, deadline, or programme inoperative and non-binding**, without the need for formal notice or extension of time:

(a) Any change, addition, omission, or adjustment to the scope of Works, whether instructed formally or arising on site, including any Variation Order (VO) or Variation of Scope (VOS);

(b) Any site condition, physical constraint, concealed condition, access limitation, or unforeseen circumstance encountered on site;
(c) Any delay in payment, partial payment, disputed payment, or failure to make payment in accordance with the agreed payment schedule;

(d) Any period during which the site, or any part thereof, is unavailable, inaccessible, restricted, unsafe, or not ready for Works to proceed;

(e) Any delay, ambiguity, inconsistency, or failure in instructions, approvals, decisions, confirmations, or communications from the Client or its representatives;

(f) Any delay arising from third parties, consultants, authorities, building management, neighbouring works, or other contractors;

(g) Any unavailability, absence, or reduced availability of labour, manpower, or personnel (including but not limited to workers, supervisors, subcontractors, or specialists) arising from medical leave, sick leave, hospitalisation, annual leave, public holidays, festive closures, compulsory rest days, manpower shortage, transport disruption, or any other reasonable absence or resource constraint;

(h) Any suspension, slowing, resequencing, or remobilisation of Works arising from the above matters; and

(i) Any settlement agreement, negotiated resolution, compromise arrangement, or revised scope entered into after commencement of the Works. For the avoidance of doubt, labour availability, sequencing, and productivity are inherently variable and shall not be deemed guaranteed or fixed at any time.

In any of the above circumstances, **time shall cease to be of the essence**, and any previously stated completion date, deadline, or programme **shall be deemed superseded and no longer applicable**.

In such cases, the Company shall use **reasonable endeavours** to complete the remaining Works **as soon as reasonably practicable**, taking into account the prevailing site conditions, revised scope, sequencing, and operational constraints, but **no liability shall arise by reason of delay**.

Only where delay is **solely, directly, and demonstrably attributable to the Company**, and where none of the circumstances listed above apply, shall **liquidated damages** be capable of arising, at the rate of **SGD Fifty Dollars (S$50.00) per calendar day**, representing a genuine pre-estimate of adjustment and **not a penalty**.

Any such liquidated damages shall be **applied solely as a reduction to the final balance payment**, shall be **non-cumulative with any KPI or milestone adjustments**, and shall be subject to the **aggregate cap of twenty per cent (20%) of the total contract sum**.

Liquidated damages under this Clause shall constitute the **sole and exclusive remedy** in respect of delay.

20. INVOICES

20.1 The Company may issue invoices at its discretion, including (without limitation) invoices, progress invoices, pro-forma invoices, or statements of account, for internal accounting, record-keeping, statutory, or administrative purposes.

Unless otherwise expressly agreed in writing, all sums due under this Agreement shall be payable immediately upon demand or issuance of invoice, whichever is earlier.

The Client acknowledges that payment obligations arise under this Agreement and shall not be dependent upon the issuance, timing, or format of any invoice.

For the avoidance of doubt:

(a) The absence, delay, omission, or error in any invoice shall not relieve, suspend, or reduce the Client's obligation to make payment when due;

(b) Any invoice issued by the Company is for administrative convenience only and shall not constitute a variation, waiver, or amendment of the terms of this Agreement;

(c) In the event of any discrepancy, undercharge, omission, or error in any invoice, the Company reserves the right to revise, reissue, or issue supplementary invoices to reflect the correct value of the Works, goods, or services provided, and such sums shall remain fully payable;

(d) The Client shall not rely on any invoice as a final or agreed valuation unless expressly stated in writing by the Company; and

(e) Payment shall not be withheld, delayed, set-off, or disputed on the basis that an invoice has not been issued, requires amendment, or does not conform to the Client's internal or third-party administrative requirements.

(f) Payment shall not be withheld, delayed, set-off, or reduced by reason of any alleged or actual defect, incomplete works, dissatisfaction, dispute, warranty claim, or ongoing rectification works. All such matters shall be addressed separately under the applicable warranty or defect liability provisions of this Agreement and shall not affect the Client's obligation to make full payment when due.

20.2 Nothing in this Clause shall prevent the Company from issuing a tax invoice or any other statutory document where required by law, nor shall it be construed as making the issuance of such document a condition precedent to payment unless expressly required by mandatory law.

21. CONSOLIDATION OF ESTIMATES, QUOTATIONS & INVOICES

The Company does **not accept or permit the consolidation of amounts** due to it.

Where the Client has been issued with **separate estimates, quotations, work orders, invoices, or payment demands**, whether for the same project or different projects, **each shall constitute a separate and independent order and payment obligation**, and **shall not be consolidated, netted off, or set off** by the Client.

The **sole discretion** to consolidate any estimates, quotations, invoices, or amounts due rests **exclusively with the Company**. Any consolidation shall be valid **only if expressly confirmed in writing by the Company**, and no consolidation shall be deemed or implied by conduct, payment, correspondence, or course of dealing.

In the absence of such express written confirmation, **all estimates, quotations, invoices, and amounts due shall remain legally separate, independently enforceable, and payable in full**, and the Client shall not rely on consolidation as a basis to delay, withhold, dispute, or reduce payment.

22. ENTERING INTO CONTRACT / ACCEPTANCE OF TERMS AND CONDITIONS

22.1 A binding contract between the Client and the Company shall be deemed to be formed upon the occurrence of **any one or more** of the following events, whether occurring individually or in combination

(a) The signing or execution of any estimate, quotation, proposal, work order, invoice, invoice pad, letter of award, purchase order, agreement, or similar document issued by or on behalf of the Company

(b) The making of any payment to the Company, whether by way of deposit, progress payment, part payment, or payment in full, in respect of any services, works, goods, or materials;

(c) The issuance of any written acceptance, acknowledgement, instruction, or confirmation by or on behalf of the Client, including by email, SMS, WhatsApp, or other electronic or digital communication;

(d) The submission of any purchase order or written instruction referencing the Company's estimate, quotation, scope, or services;

(e) The submission of an enquiry via the Company's website or platforms **followed by subsequent communications, negotiations, instructions, payment, or commencement of works or services**.

22.2 Any person who signs, communicates acceptance, issues instructions, submits a purchase order, or makes payment on behalf of the Client shall be **deemed to have full authority** to bind the Client, and the Client shall not be entitled to deny such authority.

Upon the occurrence of any such event, the Client shall be deemed to have **read, understood, and accepted** these Terms and Conditions in full, which shall apply to and govern the contractual relationship between the parties.

These Terms and Conditions shall **prevail over and supersede** any inconsistent or conflicting terms proposed by the Client, whether contained in purchase orders, correspondence, emails, standard terms, or other documentation, unless expressly agreed otherwise in writing and signed by an authorised representative of the Company.

23. SUB-CONTRACTED CONTRACTORS / VENDORS / COMPANY SUPPLIERS

23.1 **APPOINTMENT & COMMERCIAL DISCRETION**

The Company may, at its **sole discretion**, appoint, engage, replace, suspend, or remove subcontractors, vendors, suppliers, consultants, specialists, workers, or service providers (collectively, **"Subcontractors"**) to perform any part of the Works or Services.

The Company reserves the right to **apply mark-ups, margins, administration fees, or profit** to any goods or services provided by Subcontractors as part of its commercial arrangements.

All Subcontractors shall act as **independent contractors** and not as agents, partners, or representatives of the Company.

23.2 **NON-CIRCUMVENTION & EXCLUSIVITY – CLIENT OBLIGATIONS**

The Client acknowledges that the engagement of Subcontractors forms part of the Company's **confidential commercial structure and supply chain**.

The Client shall **not**, whether directly or indirectly, during the term of this Agreement or at any time thereafter, without the prior written consent of the Company:

(a) Engage, solicit, appoint, or attempt to engage any Subcontractor introduced or engaged by the Company;

(b) Request or obtain quotations, pricing, scope proposals, designs, or advice directly from any Subcontractor;
(c) Enter into any commercial arrangement or contract with any such Subcontractor;
(d) Communicate with any Subcontractor for the purpose of bypassing or undermining the Company;
(e) Misrepresent itself or any third party as being part of, affiliated with, or acting on behalf of the Company; or
(f) Use any pricing, quotations, documents, or commercial information obtained through the Company to negotiate, pressure, or compete against the Company.

All pricing structures, quotations, scopes of work, and commercial terms provided by the Company are **confidential and proprietary** and shall not be reverse-engineered, disclosed, or used to the Company's detriment.

23.3 MATERIAL BREACH & REMEDIES (CLIENT)

Any breach of this Clause shall constitute a **material breach** of this Agreement.

Without prejudice to any other rights or remedies, the Company shall be entitled to:

(a) Immediate suspension or termination of the Works or Services;
(b) Forfeiture of any deposits or advance payments made by the Client;
(c) Immediate entitlement to recover **all sums due**, including the full contract value and any loss of anticipated profit;
(d) Assume or take over the remaining Works, with the Client immediately ceasing any unauthorised third-party engagement;
(e) Require the Client to provide **full disclosure within forty-eight (48) hours** of all communications, documents, and agreements relating to the breach;
(f) Seek **injunctive or equitable relief**, damages, and recovery of legal costs; and
(g) Repossess or remove any goods or works supplied, where permitted by law.

23.4 NON-CIRCUMVENTION & EXCLUSIVITY – SUBCONTRACTOR OBLIGATIONS

Any Subcontractor engaged by the Company shall be bound by corresponding non-circumvention obligations.

A Subcontractor shall not, whether directly or indirectly:

(a) Solicit, accept, or perform services for any client or project introduced through the Company;
(b) Enter into any agreement, quotation, or pricing arrangement with such client without the Company's written consent;
(c) Offer pricing or proposals that bypass or exclude the Company;
(d) Use confidential project, pricing, or client information for its own benefit or any third party; or
(e) Engage in any competing activity that undermines the Company's contractual or business relationships.

These obligations shall be **continuing and indefinite**, unless expressly released in writing by the Company.

23.5 REMEDIES FOR SUBCONTRACTOR BREACH

Any breach by a Subcontractor shall constitute a **material breach**, entitling the Company to:

(a) Immediate termination of the Subcontractor's engagement;
(b) Forfeiture of any unpaid fees or profit entitlement;
(c) Appointment of a Quantity Surveyor to value completed works, with the Subcontractor entitled only to cost recovery (no profit);
(d) Immediate takeover of the affected Works;
(e) Mandatory disclosure of all relevant communications within forty-eight (48) hours;
(f) Injunctive relief, damages, and **disgorgement of profits**;
(g) Industry notification and **blacklisting from future projects**.

23.6 SUBCONTRACTORS PAID OR CONTRACTED DIRECTLY BY CLIENT

For the avoidance of doubt, where any subcontractor, consultant, designer, engineer, specialist, advisor, or service provider:

(a) is introduced, sourced, recommended, coordinated, or engaged by the Company; or
(b) becomes known to the Client as a result of the Company's involvement, whether directly or indirectly;

such party shall be deemed, for the purposes of this Agreement, to be a Company-introduced Subcontractor, regardless of whether:

(i) the Client pays such party directly;
(ii) the Client enters into a separate contract with such party; or
(iii) such party issues invoices directly to the Client.

The Client expressly agrees that any direct payment, direct engagement, or separate contracting of such party shall not diminish, extinguish, or circumvent the Company's rights under this Agreement.

Any attempt by the Client to directly engage, pay, novate, or separately contract with a Company-introduced Subcontractor without the Company's prior written consent shall be deemed a deliberate act of circumvention and a material breach of this Agreement.

23.7 CONSEQUENCES OF DIRECT ENGAGEMENT OR PAYMENT

Without prejudice to any other rights or remedies, upon the occurrence of such circumvention:

(a) The Company shall be entitled to all remedies set out in Clause 23.3 (Client Remedies for Circumvention);
(b) Any direct agreement between the Client and the Subcontractor shall be deemed ineffective as against the Company's rights;
(c) The Company shall be entitled to recover from the Client the full value of its lost margin, management fee, or profit associated with such Subcontractor; and
(d) The Client shall indemnify the Company against any loss, claim, or dispute arising from such

direct engagement.

23.8 THIRD-PARTY PROJECT MANAGEMENT, COORDINATION & ADMINISTRATION

Each subcontractor, vendor, supplier, consultant, or third party engaged in connection with the Works (whether directly or indirectly) shall be responsible for its own acts, omissions, workmanship, performance, and compliance with applicable laws, regulations, and safety requirements.

The Company shall not be liable for any act, error, omission, delay, defect, or failure of any such subcontractor or third party, except to the extent expressly required by law.

The Client acknowledges and agrees that any claim arising from the acts or omissions of a subcontractor shall be directed to the relevant subcontractor, and shall not constitute a basis to withhold, reduce, or dispute payment due to the Company.

Nothing in this Agreement shall be construed as creating any joint liability, partnership, or agency relationship between the Company and any subcontractor.

23.9 CONTRACTUAL WARRANTIES, SUPPLIER WARRANTIES AND NOMINATED PARTIES

23.9.1 Separate Scope and Duration

The Company's express warranty shall apply for the period, to the items and on the terms stated in the Contract, if not stated then the period shall be 1 year by default unless on a sold-as-is basis or cash sale.

A longer warranty or guarantee provided by a manufacturer, supplier, specialist or subcontractor shall not, merely by its existence, extend the duration or scope of the Company's own express warranty or constitute a warranty by the Company over the whole of the Works.

Each third-party warranty shall be subject to its actual scope, commencement date, duration, conditions, exclusions and available remedies.

23.9.2 Warranty Beneficiary and Administration

Where a third-party warranty is issued solely to the Company and the Client has no separate entitlement to enforce it, claims under that warranty shall be administered through the Company.

The Client shall not represent that it is the contracting purchaser, warranty beneficiary or authorised representative of the Company where that is not the case.

Nothing in this Clause removes an obligation expressly undertaken by the Company to obtain, deliver, assign or administer a warranty for the Client. Nor does it restrict an independent right already granted to the Client by a manufacturer, supplier, separate agreement or applicable law.

23.9.3 Client Introductions and Nominations

A Client's introduction, recommendation, nomination, prior acquaintance or separate relationship with a supplier or subcontractor shall not, by itself, authorise the Client to exercise the Company's contractual rights, instruct work under the Company's subcontract, amend its scope or invoke a warranty issued solely to the Company.

The identity of the contracting parties and the agreed allocation of responsibility shall determine the relevant rights and obligations.

This Clause does not relieve the Company of responsibility for subcontractors engaged to perform its contractual obligations.

23.9.4 **Scope-Specific Warranty Commencement and Completion Records**

(a) Separate Commencement for Completed Sections

Unless a different commencement event is expressly agreed in the project-specific Contract or applicable warranty schedule, the Company's express workmanship warranty and the corresponding contractual defects-liability period shall commence separately for each independently completed item, installation, system or identifiable section of the Works ("Section").

The commencement date shall be the date on which that Section achieves Sectional Practical Completion in accordance with this Clause. Different Sections may therefore have different warranty commencement and expiry dates.

Completion of unrelated Works or subsequent Practical Completion of the overall project shall not, by itself, postpone, restart or extend those periods.

(b) Requirements for Sectional Practical Completion

For the purposes of this Clause, a Section achieves Sectional Practical Completion when its contracted work has been substantially completed, the inspections, testing and commissioning necessary for that Section have been satisfactorily undertaken, and the Section is safely available for its intended use without further material work being required to that Section.

Minor outstanding items that do not materially affect safety, operation or intended use shall not, by themselves, prevent Sectional Practical Completion. The Company remains responsible for completing those items and rectifying defects for which it is liable.

Delivery of equipment, partial installation, or completion of an individual trade's activities shall not constitute Sectional Practical Completion of a larger installation or system that still requires material work, testing or commissioning.

A separately completed construction stage may be recorded for inspection, protection and responsibility purposes without thereby starting the warranty period for the entire installation or system of which it forms part.

(c) Company and Subcontractor Completion Records

Sectional Practical Completion may be evidenced by an internal completion certificate issued by the Company or by an appointed subcontractor authorised to certify the relevant scope. A subcontractor's certificate shall be reviewed and adopted by the Company before being used to establish the Client-facing warranty dates.

The certificate shall identify the Section, its location and scope, the actual completion date, the certificate's issue date, the issuing person or organisation, relevant testing or commissioning records, and any outstanding minor items.

The recorded completion date shall reflect actual completion supported by contemporaneous project records. A certificate issued subsequently may record an earlier completion date only where reliable records substantiate that date; its actual issue date shall not be backdated.

A certificate shall constitute evidence of completion, but shall not conclusively establish completion contrary to the actual condition of the Works or the requirements of the Contract.

(d) Notification Without Requiring Client Approval

The Company shall provide the Client with the relevant completion certificate or a written completion and warranty schedule identifying the Section, its completion date, the applicable warranty and defects-liability periods, and their expiry dates in due course or when it deems appropriate.

This communication records the applicable contractual position and is not a request for the Client's permission to commence those periods.

The Client's signature, acknowledgment or acceptance shall not be required where Sectional Practical Completion has otherwise been properly established under this Clause. A refusal to sign, delayed acknowledgment or decision not to use an available installation shall not, by itself, postpone commencement.

The Client may raise a substantiated objection to the recorded completion date or completion status through the Contract's assessment and dispute-resolution procedures. Any established error shall be corrected.

(e) Independence from Overall Handover and Payment

Once a Section has achieved Sectional Practical Completion, later completion of unrelated Works, overall project handover, occupation, payment or reinstatement of Conditional Warranty Services shall not, by itself, restart or extend that Section's original warranty or defects-liability period.

Where Conditional Warranty Services are suspended and subsequently reinstated under Clause 23.10, the original commencement and expiry dates shall continue to apply, subject to the provisions preserving otherwise valid claims.

A certificate issued under this Clause shall not, by itself, certify completion of the entire project, establish acceptance of defective work, release retention or transfer custody, protection duties or risk where those matters are governed by separate contractual provisions.

(f) Purchased Equipment and Third-Party Warranties

Manufacturer, supplier and specialist product warranties are separate from the Company's workmanship warranty and shall commence in accordance with their own applicable terms.

A Company or subcontractor completion certificate shall not amend a third-party warranty's commencement date, duration or conditions, or reduce any warranty protection that the Company has expressly agreed to provide or pass to the Client.

(g) Warranty Expiry and No Automatic Extension

Each warranty and defects-liability period shall expire on its applicable contractual expiry date. Inspection, assistance or rectification shall not, by itself, extend, renew or restart that period or constitute an admission of liability.

Valid claims notified within the applicable period remain subject to the Contract's scope, exclusions and lawful limitations, even where investigation or rectification occurs after expiry.

This Clause governs timing only and is subject to expressly agreed project-specific terms and mandatory law.

23.9.5 **Purchased Equipment — Manufacturer and Supplier Warranties**

(a) Separate Product Warranty

Pumps, compressors, motors, filters, air-conditioning equipment, controls, appliances and other purchased equipment may carry a manufacturer's or supplier's product warranty separate from the Company's installation or workmanship warranty.

The product warranty shall be governed by the relevant provider's applicable terms, including its commencement date, duration, coverage, conditions and exclusions.

(b) Purchase, Invoice or Other Commencement Date

Where the applicable product-warranty terms specify commencement upon purchase or invoicing, the warranty shall commence on the purchase or invoice date recognised by the warranty provider. This may be the date on which the Company or its appointed subcontractor purchases the equipment for the project, where those terms so provide.

Where the provider specifies another commencement event, including delivery, registration, installation, commissioning or first use, that event shall govern, together with any applicable time or operating-hour limit.

The Company's procurement date shall not replace a later commencement date expressly provided by the warranty provider.

(c) Procurement Before Project Completion

The Client acknowledges that equipment may reasonably be procured before installation and overall project completion. Where the applicable product warranty has already commenced, part of its period may therefore elapse before Practical Completion or handover.

Later installation, commissioning, completion of other Works, overall Practical Completion, handover, occupation, payment or first use shall not, by itself, postpone, restart or extend an already-commenced product warranty.

Any entitlement to an extension or a fresh warranty following repair or replacement shall be determined by the provider's applicable terms or an express written agreement.

(d) Warranty Records

The Company shall provide the applicable warranty information and, where reasonably available, identify the equipment's warranty commencement and expiry dates in the handover documents or warranty schedule.

A purchase-based or invoice-based commencement date shall be supported by a purchase record, invoice, registration confirmation or other reliable evidence. Commercial pricing and unrelated confidential information may be redacted without withholding information necessary to establish or exercise the warranty.

Where the Company knows before procurement that the proposed timing would materially reduce the warranty remaining at anticipated handover, it shall disclose that position and any available extension option to the Client.

(e) Extensions and Additional Cover

The Company shall not be required merely because of later project completion or handover to purchase an extension, provide substitute manufacturer's cover or guarantee equipment beyond the applicable product-warranty period, unless expressly agreed or otherwise required under the Contract or applicable law.

Any separately requested extension or additional cover shall be subject to availability, the provider's agreement and an agreed allocation of cost.

(f) Relationship with Company Obligations

This Clause concerns third-party product warranties only. It does not replace the Company's separate workmanship warranty, reduce an expressly agreed minimum coverage commitment, or exclude responsibility otherwise arising from the Company's breach.

The Company shall perform any warranty-registration or claim-preservation obligation it has undertaken. Mandatory rights and liabilities remain unaffected.

23.10 PAYMENT DEFAULT AND CONDITIONAL WARRANTY SERVICES

23.10.1 Services Subject to Payment Conditions

Non-urgent warranty attendance, extended cover, supplier-claim administration and additional aftercare benefits expressly identified in the Contract or an agreed warranty schedule as conditional upon payment shall be referred to as **"Conditional Warranty Services"**.

The relevant document shall identify the services concerned and the applicable payment condition.

This Clause does not retrospectively convert an existing unconditional warranty, outstanding original work or unconditional rectification obligation into a Conditional Warranty Service.

23.10.2 Automatic Suspension for Payment Default

Where a material amount properly due and payable under the same Contract remains unpaid after its due date and the expiry of any expressly applicable contractual grace or default period, the relevant Conditional Warranty Services shall automatically be suspended.

No separate demand, reminder, warning, notice of intention to suspend or notice of suspension shall be required. Where no additional contractual grace or default period applies, suspension shall take effect when the qualifying payment becomes overdue.

This provision does not dispense with any invoice, certification or other contractual requirement necessary for the amount to become due. Any notice requirement imposed by mandatory law or an expressly agreed, prevailing project-specific provision shall nevertheless be observed.

During suspension, the Client shall not be entitled to require performance of the affected Conditional Warranty Services, subject to Clauses 23.10.4 and 23.10.5. The scope of suspension shall remain reasonably proportionate to the payment default.

A complaint, alleged defect, dispute, counterclaim or request for clarification shall not, merely by being raised, prevent suspension where the relevant amount remains contractually and lawfully payable.

An agreed retention that is not yet due, or an amount whose withholding is expressly permitted by the Contract, applicable law or a competent order, shall not constitute a payment default under this Clause.

Assistance or performance of a particular service during suspension shall not, by itself, reinstate all suspended services or waive the outstanding payment obligation.

23.10.3 Automatic Reinstatement and Original Expiry Dates

Upon receipt in cleared funds of the overdue amount giving rise to suspension, and provided that no other qualifying payment default under Clause 23.10.2 remains outstanding, entitlement to the

suspended Conditional Warranty Services shall automatically resume. No separate reinstatement request, approval or certificate shall be required.

The parties may alternatively agree in writing to reinstatement on specified payment arrangements or other agreed terms.

Any inspection, attendance or remedial work shall then be arranged within a reasonable time having regard to its nature, urgency, access requirements and availability of necessary materials and personnel.

Reinstatement shall not, by itself, restart, renew or extend any warranty period. The applicable commencement and expiry dates shall remain governed by Clauses 23.9.4 and 23.9.5 and any prevailing project-specific warranty terms.

Payment after expiry shall not create a fresh warranty period. An otherwise valid claim properly notified within the applicable period shall remain subject to its original scope, exclusions and lawful limitations, notwithstanding that investigation or rectification occurs afterwards.

Reinstatement shall not, by itself, waive interest or recovery costs otherwise recoverable under the Contract and applicable law.

23.10.4 **Maintenance, Interventions and Claim Assessment**

Payment and reinstatement remedy the relevant payment default only. They shall not, by themselves, establish compliance with maintenance or operating requirements, authorise earlier alterations or third-party interventions, or bring otherwise excluded damage within warranty coverage.

The Client shall continue to operate, protect and maintain the installation in accordance with applicable requirements, notify relevant defects and preserve reasonably available supporting records during suspension.

Where reasonably necessary to assess a particular claim, the Company may request relevant maintenance records and reasonable access to inspect the affected installation. Any exclusion or limitation of that claim shall be supported by the applicable contractual provision and relevant evidence.

Such investigation shall not, by itself, delay automatic reinstatement or suspend services relating to unaffected items.

Suspension shall not prevent notification of a claim. Where the Company has undertaken responsibility for administering a third-party warranty, it shall take reasonable steps to preserve a properly notified claim against applicable notification deadlines.

23.10.5 **Scope and Continuing Obligations**

Suspension under this Clause concerns the identified Conditional Warranty Services. It does not, by itself, cancel an independent manufacturer’s or supplier’s warranty, discharge the Company’s liability for defective original work, or extinguish an otherwise enforceable claim.

Suspension shall not authorise withholding of information necessary for safe operation, documents or warranty assignments already unconditionally due, or obstruction of proportionate emergency measures. Obligations concerning urgent defects under Clause 28.3.8(d) remain applicable.

This Clause does not cancel or amend a supplier’s or subcontractor’s obligations to the Company under its separate agreement.

Expressly agreed, prevailing project-specific terms and mandatory legal requirements shall continue to apply.

23.11 SERVICING, MAINTENANCE AND AUTHORISED VENDOR CONTACT

23.11.1 Client's Maintenance Responsibilities

The Client shall arrange and pay for routine servicing, maintenance, consumables and operating expenses unless expressly included in the Contract.

The Client shall operate and maintain the relevant equipment and installations in accordance with the applicable manufacturer's instructions, agreed warranty conditions and reasonable written operating and maintenance guidance supplied by the Company.

The Client shall retain reasonably available servicing records, invoices, maintenance reports and relevant operating records and provide copies where reasonably necessary to investigate a claim.

Any material requirement to purchase a particular servicing package or use an exclusive service provider shall be expressly identified and agreed as part of the applicable contractual or warranty arrangement, rather than imposed retrospectively.

23.11.2 Scheduled Servicing and Approved Providers

Where the applicable warranty terms or agreed maintenance schedule require monthly servicing or another specified frequency, the Client shall maintain that servicing arrangement throughout the relevant period.

Servicing shall be undertaken by the identified equipment vendor or another suitably qualified provider permitted by the applicable warranty terms. Where the Company's approval of an alternative provider is required, such approval shall not be unreasonably withheld or delayed.

The servicing scope shall follow the applicable maintenance schedule. Routine servicing shall not, by itself, authorise alterations to the design, equipment configuration, pipework, electrical installation, waterproofing or other parts of the Works.

23.11.3 Consequences of Improper Operation or Maintenance

The Company's express warranty shall not cover damage or failure to the extent caused or materially contributed to by improper operation, failure to carry out required maintenance, unsuitable chemicals, chemical imbalance, misuse, unauthorised alteration or third-party interference.

Payment of outstanding amounts or reinstatement of Conditional Warranty Services shall not bring such excluded damage within warranty coverage.

Any exclusion applied to a claim shall identify the relevant contractual requirement and the reasonable basis for connecting the act, omission or intervention to the damage or failure concerned. An omission shall not, by itself, invalidate cover for unrelated work.

Separate manufacturer and supplier warranties remain governed by their own applicable terms and law.

23.11.4 Permitted Direct Servicing Arrangements

Direct contact, appointments and payment arrangements expressly authorised for routine servicing shall not constitute circumvention of the Company.

Such authorisation shall be limited to the approved servicing scope and shall not permit the Client to instruct additional construction work, alterations, commissioning or expenditure on the Company's account.

The Client's payment default to the Company shall not, by itself, revoke permission for routine maintenance required to protect the installation or preserve an existing warranty. Any separate payment obligations owed to the servicing provider shall remain applicable.

Authorisation for routine servicing shall not grant the Client access to warranty rights held solely by the Company, which remain subject to Clause 23.9.

23.12 UNAUTHORISED INSTRUCTIONS, ALTERATIONS AND COMMISSIONING

23.12.1 Instructions Through the Company

Except for authorised servicing under Clause 23.11, the exercise of an independent direct warranty right, a lawful entitlement to arrange rectification under the Contract, or proportionate emergency measures, the Client shall not directly instruct or procure a Company-engaged subcontractor, supplier or worker to commence, alter, omit, repair, test, commission or otherwise interfere with the Works without the Company's prior written approval.

Approval shall be obtained from the Company's Authorised Representative in accordance with Clause 6.11.

This restriction applies irrespective of whether the Client originally introduced, recommended or nominated the subcontractor or supplier, or had a prior relationship with that party.

The Client shall not represent that an instruction has been approved by the Company where such approval has not been given.

23.12.2 Commencement, Operation and Commissioning

The Client shall not procure premature commencement, filling, draining, energisation, operation or recommissioning of an installation contrary to the agreed commissioning procedure or a reasonably justified instruction that the affected activity must not proceed.

This includes instructions affecting pumps, compressors, filtration systems, valves, pipework, drainage connections, electrical controls, waterproofing and other installations requiring coordinated testing or commissioning.

Where the Company restricts an activity for technical, safety or sequencing reasons, it shall identify the restriction and the reasonable steps required before that activity may proceed. Approval shall not be withheld arbitrarily.

Following authorised handover or release for operation, ordinary use in accordance with the applicable operating instructions shall not require separate approval on each occasion.

23.12.3 No Automatic Authority or Retrospective Approval

A subcontractor's, supplier's or worker's agreement to follow a Client instruction shall not, by itself, establish that the Company authorised the instruction, accepted its consequences or incorporated the resulting work into its contractual scope.

The Company's subsequent attendance, inspection, investigation, continued performance or reasonable action to prevent further damage shall not, by itself, constitute retrospective approval, acceptance of liability or waiver of the relevant restriction.

Any permission, variation or waiver required from the Company shall remain subject to the applicable contractual approval procedure.

23.12.4 **Client Responsibility for Resulting Consequences**

Where an unauthorised Client instruction or intervention causes additional work, delay, damage, non-compliance, loss of warranty protection or other reasonably foreseeable loss, the Client shall bear the reasonable and substantiated resulting costs to the extent attributable to that instruction or intervention.

Where the instruction or intervention is established to be the sole cause, the Client shall bear those costs in full. Where there are contributing causes, responsibility shall be assessed according to the evidence, the Contract and applicable law.

Recoverable costs may include reasonably necessary inspection, testing, reprogramming, recommissioning, repair, reinstatement, additional attendance and remobilisation. Any entitlement to an extension of time shall reflect the actual effect on the Works.

The Company shall identify the relevant instruction or intervention, the resulting consequence and reasonable supporting particulars. Additional work undertaken by the Company shall be instructed and valued under the applicable variation procedure, except for immediate protective measures permitted by the Contract.

The Company shall take reasonable steps to mitigate avoidable loss. No loss or expense shall be recovered more than once.

This provision does not transfer responsibility for the Company's own breach or negligence, or for a subcontractor failure for which the Company remains contractually responsible.

23.12.5 **Affected Claims, Records and Emergency Measures**

Damage caused or materially contributed to by an unauthorised intervention may be excluded from the Company's express warranty to that extent. The intervention shall not automatically invalidate unrelated warranty coverage.

When notifying a claim concerning an affected installation, the Client shall disclose relevant instructions, alterations and third-party activities and provide reasonably available supporting communications and records.

Where immediate action is reasonably necessary to protect persons or prevent significant damage, the Client may arrange proportionate emergency measures and shall notify the Company as soon as reasonably practicable. Relevant evidence shall be preserved where safe and practicable.

An emergency measure shall not, by itself, establish who bears its cost. Responsibility shall depend upon the cause of the problem, the reasonableness of the measure and the applicable contractual and legal obligations.

23.13 **RELATIONSHIP WITH OTHER PROVISIONS**

Clauses 23.9 to 23.12 govern their respective subjects and shall prevail over inconsistent general wording elsewhere in Sections 23 and 25 concerning warranty administration, authorised servicing, direct instructions and their consequences. Expressly agreed, prevailing project-specific terms remain applicable.

Authorised servicing, lawful exercise of an independent warranty right, obtaining independent professional advice, lawful reporting to a competent authority, and proportionate emergency

measures shall not, merely by occurring, constitute circumvention or trigger forfeiture or other breach remedies.

Corresponding obligations intended to bind a supplier or subcontractor shall be incorporated into that party's own agreement with the Company. Their inclusion in the Client's Contract alone shall not constitute the supplier's or subcontractor's acceptance.

Shared-site damage, overlapping works and transfers between contractors shall remain subject to Clause 23.8. Warranty commencement and expiry shall remain subject to Clauses 23.9.4 and 23.9.5, and payment-related suspension and reinstatement shall remain subject to Clause 23.10.

No Client instruction or provision of these Terms and Conditions shall authorise unlawful work or remove mandatory safety or regulatory obligations. All rights, exclusions and remedies remain subject to applicable law, without duplicate recovery.

24. SUBCONTRACTOR PROFESSIONAL SERVICES IN GENERAL:

24.1 STANDARD THIRD-PARTY MANAGEMENT FEE

Where the Company is requested, required, instructed, or otherwise engaged to procure, appoint, coordinate, supervise, administer, programme, integrate, inspect, manage, work with or otherwise facilitate the works or services of any third-party contractor, consultant, supplier, vendor, specialist, authority-appointed contractor, landlord-appointed contractor, management corporation contractor, Client-appointed contractor, nominated contractor, utility provider, or any other third party, the Company shall be entitled to charge a **Project Management, Coordination and Administration Fee of thirty per cent (30%)** of the value of the relevant third-party works, goods, or services.

Unless expressly agreed otherwise in writing, to this specific clause; such fee shall be payable in addition to the cost of the relevant third-party works and shall cover the Company's project management, coordination, administration, programming, supervision, inspections, meetings, technical review, document management, authority liaison, commercial administration, and all other management activities reasonably required to integrate and manage the relevant third-party works.

24.2 STANDARD PROJECT ADMINISTRATION, DISBURSEMENTS & MISCELLANEOUS CHARGES

Service / Disbursement	Occurrence / Basis of Charge	Rate
Parking Charges	Throughout the duration of the project	In Full
Parking Fines, due to logistic issues in access to building.	Throughout the duration of the project	50%
Fuel Costs Surcharge	The rise in fuel prices	50%
Building Management Charges	Any and All fees	In Full
Landlord Charges	Any and All fees	In Full
Authority Fees	Any and All fees	In Full

Permit Fees	Any and All fees	In Full
Abortive Attendance	Any and All fees	In Full
Specialist Equipment Hire	Any and All fees	In Full
Emergency Attendance	Any and All fees	In Full unless covered under insurance.
Accommodation (where required)	Any and All fees	In Full
Meals & Subsistence (where applicable)	Any and All fees	50%

25. SITE PERSONNEL, WORKERS, SUB-CONTRACTORS, TRADESMEN & AUTHORITY OF INSTRUCTIONS

25.1 All workers, labourers, tradespersons, installers, and site personnel engaged on the Works (collectively, "NPC") are engaged solely to perform physical and technical tasks under the direction, supervision, and control of the Company.

25.2 NPC are not authorised representatives of the Company and have no authority to:

(a) receive, accept, vary, interpret, or act upon instructions from the Client or any third party;
(b) make statements, representations, admissions, agreements, or commitments on behalf of the Company;
(c) discuss pricing, scope, design, programme, variations, defects, delays, or contractual matters; or
(d) agree to any change, concession, or deviation from the Works.
(e) arrange or agree to scheduling or timelines

25.3 AR (Authorised Representatives) are Authorised representatives appointed by the Company such as
Chief Technical Officer, Project Director, Project Manager, Site Supervisor

25.4 **NO DIRECT COMMUNICATION OR INSTRUCTIONS**

The Client shall not give instructions, directions, requests, or guidance directly.

All instructions, concerns, complaints, observations, or requests must be communicated solely to the Company's appointed Project Director, Project Manager, Site Supervisor, or authorised representative.

Any instruction, comment, request, or statement made directly to a Worker shall be deemed invalid, unauthorised, and of no contractual effect.

25.5 **NO INDIRECT COMUNICATION**
In the event that of discombobulation on the project relating to sub-contractors, vendors or other parties involvement where by The Company has expressed the need to either halt works or bar a

party from site or prevent an event from occurring.
The Client has a duty of care to ensure that they to do their part to prevent such an event from occurring.
Failing to do so becomes their responsibility and they bare any such repercussions.

25.6 **CLIENT RESPONSIBILITY FOR DIRECT INTERFERENCE**

If the Client communicates with, interferes with, or gives instructions to any Worker, whether intentionally or otherwise:

(a) Any resulting delay, defect, error, rework, misunderstanding, or issue shall be the Client's sole responsibility;
(b) Any corrective or remedial work required shall be treated as a Variation Order, chargeable at prevailing rates; and
(c) The Company shall bear no liability for the consequences arising from such interference.

25.7 **NON-RELIANCE & INADMISSIBILITY OF WORKER STATEMENTS**

The Client expressly acknowledges and agrees that:

(a) No statement, comment, explanation, opinion, or response given by any Worker shall be relied upon for any purpose;
(b) Such statements shall not constitute evidence, admission, representation, or agreement by the Company; and
(c) The Company shall not be bound by, nor held responsible for, any such statements, whether alleged or recorded.

For the avoidance of doubt, only written communications issued by the Company's authorised representatives shall be binding.

25.8 **NON-COMPLIANT WORKS & CLIENT INSTRUCTIONS**

25.8.1 The Company shall carry out all works in accordance with applicable laws, regulations, codes of practice, and industry standards, including requirements of BCA, SCDF, EMA, PUB, and other relevant authorities.

25.8.2 Where the Client requests, instructs, directs, approves, or permits any works to be carried out in a manner that does not comply with applicable laws, regulations, codes, or industry standards (**"Non-Compliant Works"**), whether:

(a) verbally;

(b) in meetings or on site;

(c) by conduct, implication, or acquiescence;

(d) via WhatsApp, SMS, email, or other communication; or

(e) by failing to object after being informed,

such instruction or conduct shall constitute a valid Client instruction.

25.8.3 The Company shall be entitled to proceed with such works at its discretion, and the Client shall be deemed to have knowingly and voluntarily instructed the Non-Compliant Works.

25.8.4 **In such circumstances:**

(a) the Client shall assume full responsibility and liability for all consequences arising from such works, including (without limitation) safety risks, regulatory breaches, fines, penalties, enforcement actions, rectification works, third-party claims, and any resulting loss or damage;

(b) the Company shall not be liable for any non-compliance, defect, failure, or consequence arising from such works, to the fullest extent permitted by law;

(c) the Client shall fully indemnify and hold harmless the Company against all claims, losses, liabilities, costs, and expenses (including legal fees) arising out of or in connection with such Non-Compliant Works; and

(d) such works shall remain fully chargeable and payable and shall not constitute grounds for withholding, delaying, or disputing payment.

25.8.5 For the avoidance of doubt, the Company shall not be responsible for obtaining any certification, endorsement, or approval (including by LEW, PE, or authorities) where the works are non-compliant, and the inability to obtain such approvals shall not relieve the Client of payment obligations.

25.9 ARTIFICIAL INTELLIGENCE, AUTOMATED COMMUNICATIONS & LIMITS OF AUTHORITY

25.9.1 **Use of Artificial Intelligence**

The Company may use artificial intelligence, digital assistants, automated messaging systems and other software tools to support project administration and communications. These functions may include acknowledging enquiries, providing routine project updates, issuing reminders, summarising information, requesting documents, coordinating proposed arrangements and referring matters to the appropriate personnel. The Client acknowledges and agrees to such use, subject to this Clause.

25.9.2 **Identification and Status**

For the purposes of this Clause, an “Automated Communication” means a communication generated and issued by such a system without an Authorised Representative having specifically reviewed and approved its substantive content.

The Company shall clearly identify Automated Communications through an appropriate message label, signature, designated account or other clear notification to the Client. An automated assistant is an administrative tool and is not itself an Authorised Representative of the Company. The use of a personal name, human-like language, job title, Company branding or Company communication account does not confer decision-making authority upon that assistant.

25.9.3 **Matters Requiring Human Approval**

An automated assistant has no independent authority to:

(a) enter into, amend, terminate or waive any contract or contractual provision;

(b) approve or agree changes to scope, specifications, pricing, payment terms, variations or additional works;

(c) commit the Company to completion dates, extensions of time, guarantees, warranties or performance obligations;

(d) approve refunds, discounts, compensation, settlements, deductions or the release of any payment obligation;

(e) admit liability, accept responsibility for an alleged defect or breach, resolve a dispute or waive any right or remedy; or

(f) certify practical completion, approve handover, confirm regulatory compliance or issue professional, engineering or safety approvals.

Any such decision requires express written approval by an appropriately Authorised Representative, together with any other approval, signature or procedure required under the Contract or applicable law.

25.9.4 **Human-Approved Communications and Documents**

The Company may use automated systems to transmit documents or decisions already approved by an Authorised Representative. Their contractual effect shall arise from that approval and compliance with the applicable contractual requirements.

A communication or document shall not lose its contractual effect merely because artificial intelligence assisted in its preparation or an automated system delivered it. This Clause shall not invalidate a properly authorised quotation, invoice, instruction, notice, certificate or agreement.

25.9.5 **Accuracy, Verification and Corrections**

The Client acknowledges that Automated Communications may contain errors, omissions, outdated information or misunderstandings of context. The Company shall exercise reasonable care in their use and shall correct material inaccuracies promptly after becoming aware of them.

Where an Automated Communication appears inconsistent with the Contract, an approved document or a confirmed instruction, or appears to make a decision reserved under Clause 25.9.3, the Client shall seek written clarification from an Authorised Representative before relying upon that apparent decision. The Client shall notify the Company of any material error it identifies as soon as reasonably practicable.

A correction shall not, by itself, vary an agreed contractual obligation, extinguish an accrued right or retrospectively withdraw a properly authorised commitment.

25.9.6 **Acknowledgements and Follow-Up Responses**

An automated acknowledgement, confirmation that a matter has been recorded, or statement that the Company will review, investigate or refer a matter shall not, by itself, constitute acceptance of the Client's position, approval of a request, admission of liability or agreement to undertake additional work.

An automated response outside normal business hours does not, by itself, vary the communication arrangements under Clause 26.1. The validity, receipt and effect of formal notices remain subject to the Contract and applicable law.

25.9.7 **Human Escalation**

The Client may request review by an Authorised Representative where clarification or a decision is required. Matters involving contractual commitments, disputes, safety, professional certification or regulatory compliance shall be referred to the appropriately authorised or qualified person.

25.9.8 **Continuing Responsibilities**

The use of artificial intelligence does not relieve the Company of its contractual duties, obligations of reasonable care, confidentiality or applicable data-protection requirements.

Any limitation of liability relating to Automated Communications shall operate only to the extent permitted by applicable law. Nothing in this Clause excludes or restricts liability for fraud, fraudulent misrepresentation, death or personal injury caused by negligence, or any other liability that cannot lawfully be excluded or restricted.

26. SAFETY, WELFARE & RESPECT

Nothing in this Clause limits the Client's obligation to maintain a safe site environment or to treat Workers with respect and dignity.

However, respectful interaction does not confer authority, and casual conversation shall not be construed as permission to issue instructions or seek assurances.

26.1 COMMUNICATION HOURS & PROTOCOL

The Company operates during standard business hours of 10:00 to 17:00, Monday to Friday, excluding public holidays and recognised festive periods (including, without limitation, Christmas and Chinese New Year).

All communications, including emails, messages, calls, and meeting requests, shall be conducted within these hours unless expressly agreed otherwise in writing.

The Client acknowledges and agrees that:

(a) the Company shall not be obligated to respond to any communication outside of standard business hours;

(b) any communication received outside of standard business hours shall be deemed received on the next business day;

(c) no urgent, last-minute, or same-day meeting requests shall be binding unless expressly accepted by the Company;

(d) the Company shall not be required to attend meetings at locations that are unreasonable, impractical, or not mutually agreed, including (without limitation) private residences or locations requiring excessive travel;

(e) meetings shall, wherever reasonably practicable, be conducted at mutually agreed locations or via remote communication; and

(f) no conduct by the Client, including repeated messaging, late-night communications, or pressure for immediate response, shall be construed as creating any obligation on the Company to respond outside of standard business hours.

For the avoidance of doubt, failure by the Company to respond outside of business hours shall not constitute delay, breach, or non-performance under this Agreement.

26.2 REASONABLE CONDUCT, COMMUNICATION & URGENT MATTERS

(a) Mutual Standard of Conduct

The Client and the Company shall act reasonably and communicate respectfully in connection with the Works. Neither party shall subject the other party or its personnel to threats, violence, intimidation, targeted personal abuse, discriminatory abuse or deliberate interference with the proper performance of the Works. Dissatisfaction with progress, cost or quality does not excuse such conduct.

(b) Communication Arrangements

Where reasonably necessary for effective administration, the Company may establish a proportionate written communication protocol identifying the parties' nominated contacts, the channel for routine communications, a consolidated issue list and reasonable arrangements for progress updates. The protocol shall be explained to the Client and shall not obstruct legitimate complaints or contractual notices.

The Client shall direct project instructions and concerns through the Company's authorised representatives in accordance with Clause 25. The Company shall acknowledge material issues within a reasonable time and identify the proposed response, action or review date where reasonably practicable.

(c) Urgent Matters

Urgency shall be assessed by reference to the circumstances, including a credible immediate safety risk, a substantial risk of further damage or loss of an essential service necessary for safe use. Describing a matter as urgent, or expressing dissatisfaction with an appearance or finish, shall not by itself require an immediate response or attendance.

Notwithstanding Clause 26.1, a credible emergency may be reported through the notified emergency contact or available communication channel outside normal communication hours and shall be assessed promptly according to its nature and urgency. The absence of photographs or complete particulars shall not, by itself, justify disregarding a credible report. Clause 28.3.8(d) shall govern urgent defects. This paragraph does not create a general obligation to maintain continuously staffed communications or provide immediate attendance for every report.

(d) Consolidation and Repeated Reports

Where an issue has been acknowledged and a reasonable action or review date communicated, the parties shall use the consolidated issue list and agreed update arrangements. Repeated messages about the same unchanged issue shall not, by themselves, create additional obligations or accelerate an otherwise reasonable response period.

This paragraph shall not prevent follow-up where the communicated date has passed, the condition has materially changed, further evidence has become available or a genuine urgent risk arises. Disputed technical items may be referred under Clause 28.3.8(f).

(e) Proportionate Measures to Address Unreasonable Conduct

Where a party considers that the other party's conduct breaches paragraph (a), it shall, where reasonably practicable, identify the conduct in writing and request that it cease. The Company may introduce proportionate measures such as a single nominated contact, written communications, scheduled meetings or the attendance of an additional representative.

Any measure shall preserve a usable route for genuine emergencies, legitimate complaints and formal contractual notices. Its scope and duration shall be reasonably related to the conduct concerned and reviewed when circumstances change.

(f) Immediate Safety and Continued Performance

A representative may end an abusive call or meeting. Where conduct presents a credible risk to personal safety, affected personnel may withdraw to safety and the Company may pause the affected activity to the extent reasonably necessary. The Company shall notify the Client promptly, take reasonable steps to leave the affected area safe, continue unaffected obligations where reasonably practicable and resume the affected activity promptly when it is reasonably safe to do so.

Any wider suspension or termination for persistent or serious breach shall remain subject to the Contract's applicable rights, notice requirements and applicable law.

(g) Demonstrable Consequences

Any claim for additional time or cost arising from a breach of this Clause shall be supported by evidence of the breach, its actual effect and the reasonable steps taken to mitigate that effect. A complaint, disagreement or repeated communication shall not automatically attract a fee, penalty or extension of time.

(h) Preservation of Legitimate Rights

The number of complaints made, or the fact that a complaint is not ultimately upheld, shall not by itself establish abuse or unreasonable conduct. Nothing in this Clause prevents good-faith criticism, legitimate complaints, the use of legal or regulatory remedies, or service of formal contractual notices, or relieves either party of its continuing contractual obligations.

27. CHOICE OF PRODUCT

27.1 PRODUCT REPLACEMENT AND AVAILABILITY

Whist in our best efforts we always try to ensure that the product you are paying for we have available in stock. However please note, if in the case we are unable to supply you with the product you have purchased we will supply you with the nearest equivalent as possible determined by us. Failing that we will refund you the difference in price from that of the substitution product to the original product assume there is a difference in cost.

27.2 GENERAL PRODUCTS

"The Company" makes no warranties, express or implied, including, but not limited, to any implied warranty of merchantability or fitness for particular purpose. User is responsible for determining whether the product is fit for a particular purpose and suitable for user's method of application.

"The Company" take no responsibility in your choice of products. The information provided is guide for you to understand better the products, However it is your choice alone what product or material to use and you must judge if this is suitable for your circumstance.
This is applicable for all products that we supply. Some products will have further information relating to their specific characteristic.

27.3 THIRD-PARTY VENDORS AND OEM MANUFACTURING

The Company may, at its discretion, engage third-party vendors or Original Equipment Manufacturers (OEMs) to produce, fabricate, or supply products, components, or systems.

While the Company undertakes reasonable due diligence to vet and select such vendors and

suppliers, the Company does not warrant, and shall not be held responsible for, the accuracy, completeness, or reliability of any test data, technical specifications, or performance information provided by such third parties. All such information is provided strictly on an **Errors & Omissions Excepted (E&OE)** basis.

Where suppliers or vendors designate information as commercially sensitive or confidential, the Company reserves the right to redact such information from reports, certificates, or technical documents made available to the Client.

Original, unredacted documentation may be provided to the Client only upon written request, and solely at the discretion of the Company.

27.4 **POLYLER BASED TRANSPARENT MATERIALS**

Please Note our Transparent Materials are designed for commercial use, in a studio environment to which we can guarantee product safety in installation. If you are using any of our transparent material for the benefit of doubt NoiseBlock Glass please read the following:

This product is designed for use in the commercial sector such as recording booths in music studios or to create partitions in laboratories where the structural strength of the frame work is to a high specification enough to secure properly in place the NoiseBlock Glass. If you are unsure about the structural integrity for your application we advice contacting a window contractor for more advice, NoiseStop Systems supply only this product sold as is.

Please Note “The Company” Take no responsibility in “Do It Your Self Installations” WARNING failure to secure the product properly will result in the product falling off the surface in which you want to attach it too. Failure to over load the structural integrity will also have the same effect if not worse. This can result in injury and even injury to others. If you are unsure about what u are doing call a contractor. Be Safe – It is your responsibility alone, to judge if you want to use our material buy purchase of this material you hear by accept the terms and conditions and understand that NoiseStop systems are not responsible for the safety of you or others when you install this product.

27.5 **NOISEBLOCK GLASS & NOISEBLOCK GLASS WINDOWS**

We will require several visits to site to ensure that the measurements taken are as accurate as possible. In some cases there maybe issues with the fabrication of windows and size may vary to that of your existing window. In the event that this happens we shall either use cement to fill such gaps or hollow section to attach to the window.
Fabrication time is dependent on our manufacturing timetable and we do not give guarantee to a deadline or time for delivery.

We will do our best to fabricate the windows and install as fast as possible. In theory waiting time is 8 weeks for window fabrication. There after shipping & Installation on site.
The design of the window is at our sole discretion and not decided by you. This is to allow for us to design the window for best safety and sound reduction.

If you require colour matching we will do our best to match the existing colour as closely as possible but do not guarantee or give such that the colour will be the same.

Matching of the frame design for the use of replacement and secondary glazing is also considered the same, we will try our best to get the alignment and design the same but do not guarantee as such especially for secondary glazing.
When using secondary glazing, if we are doing fixed panel application it is impossible to guarantee that we can remove all dust, dirt, bits and fine hairs in the cavity.

Ventilation will not be the same as your old window, as for soundproofing you focus is to keep the window closed. In some properties whereby the window was louvered, sliding, corridor or push out there maybe obstacles preventing from the new window opening fully. This does not affect the soundproofing result and we do not consider window opening fully is a requirement for the design of our windows.

Installation is done by a separate contractor from ourselves we provide you with the option to use your own contractor if you wish and would highlight the following:
We provide you with a estimate on the cost of design and build of the window & a estimated cost for installation. Thereafter you pay us for the cost of the window and the installation is paid to the contractor.
We shall provide you with an invoice for our window and the contract shall also provide you with an invoice for your accounts and records.
If in the event you are not happy with the contractors installation then you are provided with their contact details and you can speak to them direct.

Installation does not include cleaning of the outside glass of the window.
The price given on the paperwork may vary based on conditions of site. Meaning to say our project manager & sub contractor when coming to visit your site may find that the installation is more difficult and will require further charges because of such.
As per the above the sub contractor will issue you a invoice and talk to you on the day of installation.
We do not guarantee KPI on our windows.

For submission of windows our sub contractor who is BCA registered will provide the relevant documentation to allow for application to install of windows. It is at their discretion on how they shall conduct the submission for approval and they shall provide all required details of our windows for approval. For HDB application our window conforms to all requirements needed to for approval. If the window does design or panels and sizes is similar to that of the existing window, meaning to say you have not changed to a one panel window from that of the existing 2 panel the contract would not apply for specialist window installation application. This is because our window already conforms to the requirement needed so unless we are going to change something major it is not required.
If in the event that HDB do require for this an additional charge will be added of $250-$500 for this application.
For any communications to the relevant officers and parties, please leave this to us, it is very easy to confuse officers if you are technically professional in this area, you may think you are helping but in 9 out 10 cases you cause problems that result in the officers require further and better particulars of the window.

27.6 **NOISEBLOCK GLASS PANELS**

For installation of NoiseBlock Glass Panels into a glass wall feature we recommend that you have a professional engineer assess site conditions to ensure endorsement is given for the NBG to be used in your particular application. Else we will install at your own risk.

27.7 **SOUND REDUCTION DOORS**

Fabrication of our doors can vary depending on type. We do not give guarantee on time deliverance but will do our best to make as fast as possible.
SOUND REDUCTION TIMBER DOORS
Our timber doors are designed to reduce as much noise as possible in so may not look as nice as a normal door.
For best sound reduction using only timber construction doors we recommend using double door.

27.8 **SOUND REDUCTION GLASS DOOR**

Fabrication will take the same time as windows if we do not have the door in stock. For best sound reduction results double door is required.

27.9 **HYBRID SOUND REDUCTION DOOR**

Using a combination of timber and glass construction to create the double door will give best possible results.

27.10 **FOR SOUND REDUCTION DOOR OF ANY KIND SUPPLY ONLY INSTALLATION BY OTHERS**

Where the Company supplies products on a “supply only” basis or where installation is undertaken by contractors or third parties not directly engaged, supervised, or approved in writing by the Company, the Company shall bear no responsibility or liability for the performance, quality, or fitness for purpose of the installation. Any claims for defects, failures of acoustic or structural performance, or non-

conformity arising wholly or partly from installation by others shall be expressly excluded. The Company's obligations are limited to the supply of the product in accordance with the specifications set out in the quotation. The Client accepts that proper installation in accordance with the Company's guidelines is a pre-condition to achieving best possible performance ("BPP").

27.11 **INSTALLATION BY OTHERS**

Where the Company supplies products, materials, or systems on a **"supply only"** basis, or where installation is undertaken by contractors, sub-contractors, or third parties not directly engaged, supervised, or approved in writing by the Company, the Company accepts **no responsibility or liability** for:

the quality or workmanship of the installation,

the fitness for purpose of the completed works, or

the acoustic, structural, mechanical, electrical, or aesthetic performance of the installed product.

Any claims for defects, failures, non-conformity, or loss of performance arising wholly or partly from installation by others shall be expressly excluded.

The Company's obligations are limited strictly to the **supply of the product in accordance with the specifications** contained in its quotation or contract.

The Client acknowledges that proper installation in accordance with the Company's published guidelines and technical instructions is a **pre-condition** to achieving any estimated or indicative performance outcomes, including but not limited to *Best Possible Performance (BPP)* or estimated STC ratings.

NOTES:
Sliding door is not advisable as the reduction in noise is unpredictable, do at your own risk. Double sliding door will help to reduce the design problems that are inherit to sliding doors but it is not a solution.

REMARKS
We do not give performance KPI for doors.
Installation by others also apply to all of our products and materials

27.12 **DFB DENSE FIBRE BLOCK, ROCK WOOL, GYP ROC, ARE ALL MINERAL GLASS FIBRES.**
Specific Information regarding this product, is that the product is classed as a non-carthogenic, however we strongly advice this product to be covered within a sealed system and not open to your personal environment.
This also covers air con systems and vents etc.

We take no responsibly in your heath, use your common sense this product contains tiny particles of glass, if you breathe it in, there is going to be damage to your lungs.

27.13 **ADHESIVES / GLUES / SILICONE / SEALANT**
For the benefit of people with no common sense. Using these materials/products without a mask in an unventilated room will result in dizziness, nausea and possible vomiting. Make sure the area is ventilated before use.

Also Note that when using adhesives or epoxy resin, do not get this on your skin, it can result in either a chemical burn or you stick your hand to something.

Please note the specification sheets of other data on this site or information supplied does not form part of any guarantee. Information given as a guideline based on test results found by reputable test houses.

27.14 **PAINTS**

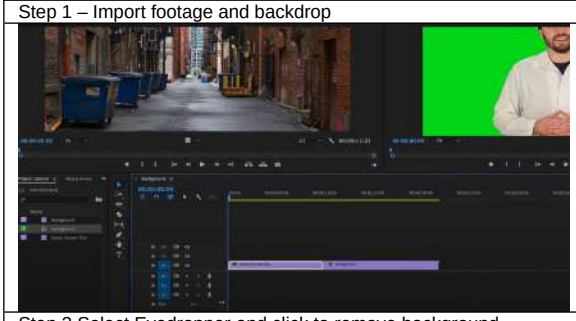
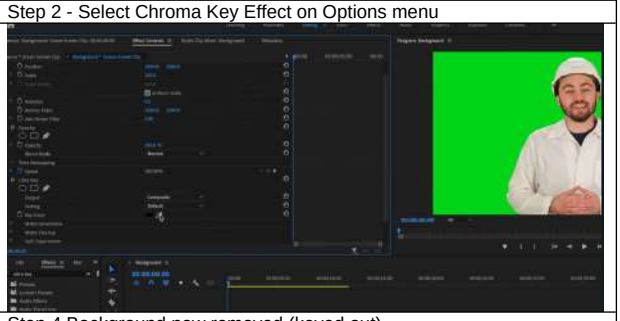
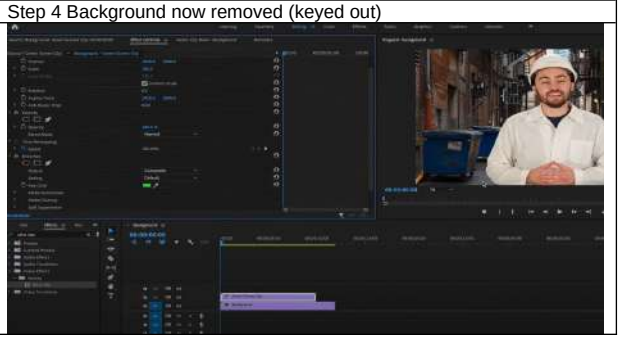
Our standard operating procedure for all renovation works and acoustic and soundproofing is to use the default paint selection of Matex White Primer paint. This paint does have odour.

For the benefit of people with no common sense. Using these materials/products without a mask in an unventilated room will result in dizziness, nausea and possible vomiting. Make sure the area is ventilated before use.

27.15 **INFINITY WALLS PAINT / GREEN SCREEN PAINT / BLUE SCREEN PAINT / CHROMA KEY PAINTING WORKS**

We reserve the right to select our own method of chroma painting and we are not at liberty to share or disclose the recipe, colour codes, mixture or mix process in creating such paints.

In the event that following commissioning process being “Set is lit using Kino-Flo lighting evenly distributed, Adobe Premier was used, to key out the background colour” and the results did not meet your satisfaction, we will bring in a 3rd party content producer to evaluate. “Nick Talbot” if found that the issues were attributed to lighting and equipment then there will be a charge of $5,000.00 imposed. In the event that it is an issue with our own paint mixing we will replace that paint with Rosco Chroma Green Paint free of charge.

Step 1 – Import footage and backdrop	Step 2 - Select Chroma Key Effect on Options menu
	
Step 3 Select Eyedropper and click to remove background	Step 4 Background now removed (keyed out)
	

27.16 WALL, FLOOR AND CEILING WORKS – GENERAL CARE, EXISTING BUILDING CONDITIONS, CONCEALED SERVICES AND LATENT DEFECTS

The Client acknowledges that wall, floor and ceiling works, including but not limited to suspended ceilings, false ceilings, acoustic systems, drywall systems, partitions, wall linings, floor systems, floor finishes, suspended fixtures, carpentry items, feature walls, brackets, supports, anchors, fixings and associated installations, may require drilling, coring, cutting, chasing, fastening, fixing, anchoring, penetration of existing building elements, or other physical interaction with the existing building fabric.

The Company shall exercise reasonable care, skill and diligence in carrying out the Works. However, unless expressly agreed otherwise in writing, with the specific directive to over right this clause herein, the Company is engaged solely to perform the contracted Works and is not engaged to inspect, investigate, locate, scan, expose, certify, verify, warrant or guarantee the condition, integrity, strength, suitability, compliance, performance or location of any existing building element, concealed service, embedded component or latent condition.

The Client warrants that all architectural drawings, structural drawings, as-built drawings, Building Information Models (BIM), service layouts, utility records, authority submissions, operation and maintenance manuals, consultants' drawings and all other information supplied to the Company are accurate, complete and current to the best of the Client's knowledge. The Client further warrants that all known concealed services, structural elements, hazardous conditions, previous alterations and other matters that may reasonably affect the execution of the Works have been fully disclosed to the Company prior to commencement of the Works.

The Company shall be entitled to rely upon all information supplied by the Client, the Client's consultants, designers, engineers, landlords, building management, developers, authorities and other third parties without independent verification unless expressly engaged in writing to undertake such verification.

The Company shall not be responsible or liable for any loss, damage, defect, service interruption, leakage, failure, delay, additional cost or consequential loss arising from any concealed, embedded or latent condition that was not reasonably identifiable prior to the execution of the Works, including but not limited to:

(a) electrical wiring, conduits, cable trays, junction boxes, switch wiring, distribution systems, earthing systems and associated electrical installations;

(b) telecommunications, fibre optic, data, internet, audio-visual, security, access control, CCTV and other low-voltage systems;

(c) water supply pipework, hot and cold water services, sanitary plumbing, drainage systems, sewerage systems, stormwater systems and associated plumbing installations;

(d) gas pipework, gas services and associated installations;

(e) ACMV systems, including refrigerant pipework, condensate drains, ductwork, insulation, control wiring and associated mechanical services;

(f) fire protection systems, including sprinkler pipework, hydrant systems, hose reels, fire alarm systems, detection systems and associated cabling;

(g) structural reinforcement, embedded steel, post-tensioned tendons, cast-in inserts, concealed framing, structural members and other embedded structural components;

(h) waterproofing membranes, damp-proof courses, moisture barriers, waterproof coatings, sealants and other concealed waterproofing systems;

(i) concealed fixings, brackets, support systems, hidden framing, previous alterations and undocumented installations;

(j) hidden voids, deteriorated concrete, weak concrete, honeycombed concrete, hollow blockwork, deteriorated masonry, timber decay, corrosion, delaminated plaster, defective substrates, inadequate substrate strength, structural movement, settlement, vibration, latent defects, concealed defects, poor workmanship by others, defective design by others, non-compliant construction, deterioration due to age or environmental conditions, or any other existing building condition beyond the Company's reasonable control.

The Company does not warrant or guarantee that any existing wall, floor, ceiling, roof, slab, beam, column, structural member or substrate is suitable or capable of supporting anchors, fixings, suspended loads, fixtures, fittings or any installation carried out under the Works. The Company shall not be liable where any anchor, fixing, support, bracket, suspended system or installed component fails due to inadequate substrate strength, hidden deterioration, structural movement, defective construction, latent defects or any other pre-existing condition beyond the Company's reasonable control.

The Company shall not be responsible for accidental disturbance, penetration or damage to concealed services or embedded building components where such services or components:

(a) were not disclosed to the Company;

(b) were inaccurately or incompletely shown on drawings or records;

(c) differed from the information provided;

(d) were installed in locations inconsistent with applicable codes, standards, approved drawings or accepted industry practice;

(e) were concealed behind finishes or otherwise inaccessible; or

(f) could not reasonably have been identified by a competent contractor exercising reasonable care prior to commencement of the relevant Works.

The Company shall not be liable for any resulting water ingress, moisture penetration, plumbing failures, refrigerant leakage, gas leakage, electrical faults, communication failures, equipment malfunction, interruption of utilities, fire system impairment or any other consequential loss arising solely from such concealed or latent conditions, provided that the Company has exercised reasonable care, skill and diligence in the execution of the Works.

Where the Company encounters concealed services, latent defects, unforeseen site conditions or existing building conditions requiring further investigation, scanning, service locating, opening-up works, testing, engineering assessment, redesign, strengthening, relocation of services, temporary works, reinstatement, repairs or additional labour, materials or equipment, the Company may suspend the affected Works until appropriate instructions are received. All such work shall constitute a Variation and shall be separately valued and charged in accordance with these Terms and Conditions.

Nothing in this Clause shall be construed as transferring responsibility to the Company for the design, condition, integrity, compliance, performance, maintenance or ongoing suitability of the existing building, its structural elements, concealed services, waterproofing systems or any pre-existing works carried out by others. The Company's responsibility shall be limited to the proper execution of the contracted Works within the agreed Scope of Works.

The Client shall indemnify and hold harmless the Company against all claims, losses, liabilities, costs, damages, expenses, delays and proceedings arising from inaccurate, incomplete or outdated information supplied by or on behalf of the Client, or from concealed services, latent defects or existing building conditions not reasonably identifiable prior to the execution of the Works, except to the extent that such loss is directly caused by the Company's proven negligence or wilful misconduct.

28. PROJECTS - RENOVATION / CONSTRUCTION ETC

28.1 WASTING OUR TIME

We are more than happy to quote and help you in the pursuit of being awarded a the job. In this time from first contact to closing the deal. You may require from us drawings, meetings on sites, sample swatches, samples, mock-ups, specification sheets, design of new product for your project, testing but not limiting.
If at the end we are not award the project and we have spent considerable effort and expense in assisting you, to ensure that we have not simple been used and you have not awarded the job to a cheaper contractor following our designs we will send you an invoice at our discretion to claim for expenses incurred.
This will cover the cost of the Sample, Research & Development Time, Visits to Site & Design assistance.
Most likely you will also have our very expensive colour sample swatch that must be returned.

28.2 SITE OFFICE

We will try to do everything that we can do have key personnel onsite everyday throughout the construction process. However, we may not be able to do so based on our business operations.

We will require an onsite office to assist us in being able to carry out our work more effectively. We will also require access to proper & clean toilet facilities, water & electricity, Internet Connectivity but not limiting.

28.3 PRACTICAL COMPLETION, HANDOVER & INDEPENDENT CERTIFICATION

28.3.1 Meaning of Practical Completion

Practical Completion means that the physical Works, or a separately agreed section, are substantially complete in accordance with the agreed scope and are physically and functionally ready for their intended purpose, subject only to minor defects or outstanding items that do not materially affect their safe operation.

Touch-ups, adjustments, cosmetic defects, minor defects and other reasonable outstanding items shall not, by themselves, prevent Practical Completion, provided they can be rectified within a reasonable period without materially interfering with the intended use of the Works.

Subject to mandatory legal requirements, outstanding final documentation, professional endorsements, submissions, authority processing and the issue of approvals shall be treated as separate continuing obligations under Clause 28.3.11. These outstanding matters shall not, by themselves, prevent certification of Practical Completion, contractual handover or payment for completed physical Works. Any documentation retention shall apply only where expressly agreed in the Contract, subject to applicable law.

28.3.2 Notice of Readiness and Inspection

When the Company considers that the Works have reached Practical Completion, it shall issue written notice to the Client identifying the Works concerned and proposing a completion inspection on at least five (5) Business Days' notice.

The Client shall attend personally or appoint a representative. If reasonably unable to attend, the Client shall promptly propose an alternative date within five (5) Business Days of the original inspection date, unless otherwise agreed.

The Client shall identify any alleged outstanding work or defect with reasonable particulars at the inspection or within five (5) Business Days afterwards. The parties shall distinguish between matters that materially prevent Practical Completion and minor items suitable for a rectification schedule.

For this Clause, “Business Day” means Monday to Friday, excluding public holidays at the location of the Works.

28.3.3 **Client Non-Participation or Disagreement**

Where the Client:

(a) fails or declines to attend an inspection or appoint a representative;

(b) fails to respond to a completion notice or arrange a reasonable alternative inspection;

(c) refuses or fails to sign a completion or handover document; or

(d) disputes whether Practical Completion has been achieved,

the Company may give a further written notice allowing three (3) Business Days for the Client to respond or participate. If the matter remains unresolved, the Company may appoint an Independent Assessor under this Clause.

The Client’s absence, refusal, protest or disagreement shall not, by itself, prevent the assessment and certification procedure from proceeding.

28.3.4 **Appointment and Independence**

The Independent Assessor shall be an appropriately qualified and experienced architect, engineer, building surveyor, construction consultant or other professional whose competence is suitable for the Works being assessed.

The assessor shall act impartially, shall not be an employee or officer of either party, and shall not have been responsible for the disputed design or execution of the Works. Any material relationship or potential conflict of interest shall be disclosed. The assessor’s remuneration shall not depend upon the outcome.

The Company shall notify the Client of the proposed assessor’s identity and qualifications. The Client may raise a reasoned objection concerning competence, independence or a material conflict within three (3) Business Days. The Company shall reasonably consider any objection and appoint a replacement where it is substantiated. Mere disagreement with the use of independent assessment shall not prevent appointment.

The assessor acts as an independent expert for the limited purposes of this Clause and does not act as the Client’s agent or sign documents in the Client’s name.

28.3.5 **Assessment Procedure**

The assessor shall give both parties a reasonable opportunity to attend the inspection and submit relevant information, including the Contract, scope of works, drawings, approved variations, photographs, test results and identified defects.

The assessor shall determine whether Practical Completion has been achieved, identify any matters preventing completion, and distinguish those matters from minor outstanding items.

If access is refused or restricted, the assessor may consider available records and other reliable evidence but shall certify completion only where sufficient evidence supports that conclusion. Any limitations shall be recorded. Refusal of access shall not, by itself, establish that the Works are complete.

28.3.6 **Certificate and Client Signature**

Where satisfied that Practical Completion has been achieved, the assessor may issue a written Certificate of Practical Completion identifying:

(a) the Works or agreed section assessed;

(b) the date on which Practical Completion was achieved, supported by the evidence;

(c) any minor outstanding items and reasonable periods for their completion; and

(d) any relevant qualifications or limitations.

The certificate shall be dated when actually issued and supplied to both parties.

For the purposes of this Clause, a certificate properly issued by the assessor shall satisfy any requirement for the Client's acknowledgement or signature confirming Practical Completion. No further Client signature or countersignature shall be required.

Contractual handover shall be treated as effected when the certificate has been delivered and the Company has made the Works, access arrangements, keys and required handover documents available to the Client. The Client's refusal to accept them shall not, by itself, postpone handover.

28.3.7 **Payment and Defects Period**

A certificate issued under this Clause shall satisfy the Practical Completion requirement for any payment milestone, retention release or commencement of a defects liability or maintenance period expressly linked to Practical Completion under the Contract.

Payment shall remain subject to the agreed invoicing requirements, payment periods, retention arrangements and any lawful rights of withholding or deduction. The absence of the Client's signature shall not, by itself, justify withholding a payment otherwise due.

A certificate recording an earlier completion date shall not retrospectively make a payment overdue before the relevant certificate, invoice or payment notice has been issued as required by the Contract.

28.3.8 **Outstanding Items, Defects, Touch-Ups, Rectification & Continuing Obligations**

(a) Rectification Period

Upon contractual handover or occupation of the completed Works by the Client, owner or tenant, whichever occurs first, the Company shall be allowed a period equal to **the longest of the following** to complete minor outstanding works, touch-ups, adjustments and rectification of defects for which it is responsible under the Contract:

(A) two (2) weeks, being fourteen (14) calendar days;

(B) half (½) of the project's total contractual duration, including extensions of time agreed or properly granted under the Contract; or

(C) half (½) of the actual elapsed duration of the physical Works, measured from their commencement to the date on which Practical Completion was achieved.

For Scenario C, the actual elapsed duration means the full, continuous calendar period between those two dates. It shall be calculated from the actual project records, without deduction, exclusion or

adjustment according to the causes of delay, responsibility for delay, interruptions, suspensions, or the number of days on which work was actively carried out.

This calculation is independent of the original or revised programme, any application for an extension of time, and whether the Client agreed to any programme revision or extension. No further Client agreement, approval or signature shall be required for this calculation to apply.

The commencement and Practical Completion dates shall be established by contemporaneous project records, which may include site reports, dated photographs, progress correspondence, programmes and completion certificates. Where disputed, those dates may be assessed by the Independent Assessor under this Clause, subject to the Contract's dispute-resolution procedure.

The endpoint for Scenario C shall be the date Practical Completion was actually achieved, rather than a later date on which the Client acknowledges completion or accepts handover. Time after Practical Completion spent on handover disputes, subsequent rectification, outstanding documentation or authority approvals shall not extend the duration used for this calculation.

Any fraction of a day in the resulting rectification period shall be rounded up to the next whole calendar day.

The longest applicable period shall apply automatically under this Clause without further Client approval. Any rectification schedule agreed at handover or specified by the Independent Assessor shall allow that period unless the Company expressly agrees otherwise in writing, subject always to paragraph (d).

The use of actual elapsed duration for this calculation does not, by itself, grant an extension of time for the original Works, excuse a breach, or determine responsibility for any project delay.

(b) Notification, Access and Progress

The Client shall provide written particulars of the items requiring attention and allow the Company, its employees and appointed contractors reasonable access to inspect and carry out the necessary work.

The Company shall diligently progress the rectification and keep the Client reasonably informed of its proposed arrangements and any material changes.

The rectification period shall be extended to the extent that rectification is delayed by restricted or refused access, interference by other contractors, outstanding Client instructions or other circumstances beyond the Company's reasonable control. The Company shall notify the Client of the cause and anticipated effect of such delay and take reasonable steps to minimise it.

(c) Opportunity to Rectify, Third-Party Works & Limitation of Recovery

(i) Company's Opportunity to Rectify

Subject to the urgent-defect provisions in paragraph (d), the Client shall first notify the Company in writing of the alleged defects, provide reasonable particulars and access, and allow the applicable rectification period before appointing another contractor to undertake the same rectification at the Company's expense.

This requirement shall not prevent the Client from exercising an otherwise lawful right to appoint another contractor where the Company expressly refuses to rectify a defect for which it is responsible or fails to complete the required rectification within the applicable period.

Where reasonably practicable, the Client shall provide the proposed rectification scope and an itemised quotation before committing to third-party expenditure.

(ii) Unreasonable Refusal of Access or Premature Appointment

Where the Company is willing and able to carry out the required rectification in accordance with the Contract, the Client's unreasonable refusal of access or unjustified appointment of another contractor before allowing the Company its contractual opportunity to rectify shall constitute a breach of this Clause.

The Company shall not be liable for additional or avoidable expenditure caused by that breach, to the extent permitted by applicable law. Any claim shall be assessed having regard to the opportunity denied to the Company, the reasonable cost at which the Company could have undertaken the rectification, and the Client's obligation to mitigate loss.

The Client's payment of a third-party invoice shall not, by itself, establish the Company's liability or the reasonableness of the amount claimed.

(iii) Standard Profit Allowance, Cost Basis & Maximum Recovery

The Company generally prices the Works by reference to subcontractor, supplier and other delivery costs at commercial market rates, together with an allowance for the Company's profit.

For the purposes of calculating the maximum recoverable third-party rectification costs under this Clause, the parties adopt a standard Company profit allowance of **thirty per cent (30%) of the Affected Item Contract Value**, as defined in paragraph (iv).

The corresponding contractual cost allowance shall therefore be **seventy per cent (70%) of the Affected Item Contract Value**. The thirty per cent (30%) deduction applies to the Company's contract price for the affected item, rather than to the replacement contractor's invoice.

These percentages constitute a fixed contractual allocation for this calculation. They shall apply irrespective of whether the Company's actual profit on an individual item or project is higher or lower. They do not constitute a representation that the Company's actual costs or profit will equal those percentages.

Where the Company agrees in writing to reimburse third-party rectification costs, or the Client otherwise establishes an entitlement to recover such costs, the Company's aggregate liability for rectification of each affected item shall, to the extent permitted by applicable law, be limited to the lower of:

(A) the reasonable, necessary and substantiated third-party rectification costs actually incurred for defects for which the Company is responsible; or

(B) the contractual cost allowance of seventy per cent (70%) of the Affected Item Contract Value.

The Company's standard profit allowance shall not form part of the maximum recoverable amount under this calculation. This deduction concerns the Company's allowance and does not assume that subcontractor or supplier prices exclude those parties' own profit.

The resulting amount is a maximum liability limit and does not establish liability or create an automatic entitlement to payment. It applies in aggregate to claims concerning the same affected item, whether presented as reimbursement, damages, back-charges, deductions or set-off, and shall not be multiplied by dividing the rectification into separate invoices or appointments.

This subparagraph remains subject to any express written agreement to a higher limit under paragraph (v), and the mandatory-rights and urgent-measures provisions in paragraph (vi).

(iv) Affected Item Contract Value

“Affected Item Contract Value” means the net price allocated to the affected item in the executed Contract, Bill of Quantities or accepted quotation, adjusted for applicable contractual discounts and agreed variations.

Where only part of an item requires rectification, the value shall be limited to the corresponding affected portion. Where that portion is not separately priced, its value shall be established from the contractual rates or a reasonable apportionment agreed between the parties or determined through the Contract’s dispute-resolution procedure.

The value shall not be increased by reference to a replacement contractor’s quotation or the price of unrelated works.

(v) Scope, Evidence and Written Authorisation

Recoverable expenditure shall exclude elective upgrades, changes in preference, unrelated works and unnecessary replacement of otherwise serviceable work. The Client shall provide an itemised account and reasonable supporting evidence identifying the defects, work undertaken and costs incurred.

The Company’s consent to the appointment of a third party shall not, by itself, constitute acceptance of that party’s charges or waiver of the above limit. Any agreement to a higher limit must expressly identify that limit and be approved in writing by an Authorised Representative.

There shall be no duplicate recovery for the same loss.

(vi) Mandatory Rights and Urgent Measures

Nothing in this paragraph prevents reasonably necessary emergency measures under paragraph (d), excludes liability for fraud or fraudulent misrepresentation, excludes or restricts liability for death or personal injury caused by negligence, or excludes or restricts any liability or remedy that cannot lawfully be excluded or restricted.

The restrictions and monetary limit above shall operate only to the extent permitted by applicable law.

(d) Urgent Defects

The rectification period under this Clause does not permit the Company to defer action on a defect presenting an immediate safety risk or a substantial risk of further damage. Such matters shall be addressed promptly according to their urgency.

Where reasonably necessary to protect persons or prevent significant damage, the Client may take proportionate emergency measures and shall notify the Company as soon as reasonably practicable.

Responsibility for the resulting costs shall depend upon responsibility for the defect and the reasonableness of the measures taken, subject to the Contract and applicable law.

(e) Practical Completion, Payment and Continuing Obligations

Minor defects and outstanding items that do not materially affect the safe operation or intended use of the Works shall not, by themselves, prevent Practical Completion, contractual handover or payment otherwise due under Clauses 28.3.1, 28.3.7 and 28.3.11.

The Company remains responsible for completing outstanding items and rectifying defects for which it is liable under the Contract.

The rectification period under this Clause does not replace or shorten any applicable warranty or defects liability period, impose a deadline for reporting latent defects, or extinguish continuing contractual or statutory rights. Practical Completion, handover, occupation or payment shall not, by itself, release either party from those continuing obligations.

Defects first notified after expiry of the rectification period shall be addressed within the applicable contractual period or, where none is specified, within a reasonable time having regard to their nature and urgency.

Where the Independent Assessor determines that Practical Completion has not been achieved, the Company shall address the matters preventing completion and arrange reassessment. The post-handover rectification allowance does not, by itself, establish Practical Completion where the requirements of Clause 28.3.1 have not been met.

(f) Reasonable Standards, Disputed Defects & Independent Assessment

(i) Objective Standard of Assessment

The Client and the Company shall act reasonably when identifying, assessing and resolving alleged defects and outstanding items.

Whether an item constitutes a defect shall be assessed against the Contract, agreed specifications, approved samples, applicable legal requirements, relevant manufacturer's requirements and applicable workmanship standards and tolerances.

The assessment shall take account of the nature of the materials, the agreed finish and the intended use of the Works. Personal preference, a request for a higher specification than contracted, or an expectation of uniformity beyond the applicable workmanship standard shall not, by itself, establish a defect.

Natural variations in colour, grain, texture or appearance, and dimensional or finishing variations within applicable tolerances, shall not constitute defects where they are consistent with the Contract and the characteristics of the agreed materials.

An item shall not be dismissed solely because it is small or cosmetic where it falls below the applicable contractual standard.

(ii) Inspection and Particulars

Visual finishes shall be assessed under viewing conditions appropriate to the applicable standard, agreed finish and normal use of the area. Specialist lighting, close inspection, measurements or testing may be used where reasonably necessary to investigate an alleged defect.

The Client shall provide a reasonably consolidated, itemised list identifying the location and nature of each alleged defect, with photographs or other supporting information where reasonably available.

The Client may supplement that list where further defects become apparent. Repeated reporting of the same item shall not create a separate rectification obligation or require repeated assessment without a reasonable basis.

(iii) Referral to an Independent Assessor and Order of Appointment

Where the parties disagree about whether an item constitutes a defect, the applicable standard, the adequacy of completed rectification, or the work reasonably required, the Company may give written notice referring the disputed items to an Independent Assessor.

The Company may also make such a referral where it reasonably considers that repeated unsupported demands, unreasonable refusal of access or other obstructive conduct is preventing the rectification process from progressing. The notice shall identify the disputed items and explain the reasons for referral.

Order of Priority

Subject to the competence, independence and conflict-of-interest requirements in Clause 28.3.4, the Company shall seek an appointment in the following order of priority:

(A) Wayne Crossley;

(B) Stratacon Pte. Ltd., acting through an appropriately qualified and experienced nominated representative;

(C) Oliver Ho;

(D) OHA Global Pte. Ltd., the practice known as Oliver Ho & Associates, acting through an appropriately qualified and experienced nominated representative;

(E) Flex-Line Pte. Ltd., acting through an appropriately qualified and experienced nominated representative; and

(F) Gleeds Singapore Pte. Ltd., acting through Randal Leonard or another appropriately qualified and experienced nominated representative.

The Company may proceed to the next option where the preceding individual or firm declines the appointment, is unavailable, lacks the competence required for the disputed items, cannot satisfy the independence requirements, or cannot undertake the assessment within a reasonable period having regard to its nature and urgency.

The Company shall identify the proposed assessor in its appointment notice and briefly state the reason for passing over any preceding option.

(G) Alternative Nomination Procedure

Where no suitable appointment can reasonably be made under items (A) to (F), the Company may request the nomination of another suitably qualified and experienced independent professional from any one of **M&A Lawcorp**, **Flex-Line Pte. Ltd.**, or **Mark Tung of Tung Consultants**, subject to the relevant firm or individual accepting the nomination role.

Their role under this alternative procedure shall be limited to identifying and nominating a suitable independent assessor. They shall not determine the technical merits of the disputed items or direct the assessor’s findings.

The parties acknowledge that a nominating firm or individual may have previously acted, or may currently act, as an adviser or consultant to the Company. Any such relationship and any involvement in the disputed project shall be disclosed to the Client before the assessor’s appointment.

A person nominated under item (G) shall not have been previously employed or professionally engaged by either party and shall have had no prior involvement in the disputed project. The proposed assessor shall not be an employee or officer of the nominating firm and shall have no financial interest in the outcome or other relationship that compromises impartiality.

Before appointment under item (G), the proposed assessor shall provide a written declaration confirming compliance with these requirements and disclose any material relationship with either party or the nominating firm or individual that could reasonably give rise to a concern about impartiality.

Requirements Applicable to All Appointments

Where a firm is engaged, the identity and qualifications of the individual responsible for the assessment shall be disclosed to the Client.

Every appointment remains subject to the assessor's availability, willingness to act, relevant competence and compliance with Clause 28.3.4. Any material relationship or prior involvement relevant to the dispute shall be disclosed.

Inclusion of a person or firm in this Clause does not, by itself, establish their independence or suitability in a particular dispute. No assessor shall assess disputed design or execution for which that assessor was responsible.

No further Client agreement to the referral shall be required, subject to the Client's right to raise a substantiated objection to the proposed assessor's competence or independence under Clause 28.3.4. The Company shall reasonably consider any such objection and, where substantiated, seek a replacement in accordance with the above order and appointment procedure.

Mere disagreement with the referral, or a preference for a different assessor without a substantiated objection, shall not prevent the appointment and assessment from proceeding.

(iv) Assessment Procedure and Written Report

The Independent Assessor shall give both parties a reasonable opportunity to provide relevant documents, photographs, explanations and other evidence, and to attend any inspection. Each party shall provide reasonable access and cooperation. A party's failure to participate after reasonable notice shall not, by itself, prevent the assessment from proceeding, but shall not be treated as proof of the other party's position.

The assessor shall issue a written report identifying the items assessed, the relevant contractual or technical standard, the material findings and reasons, and any rectification reasonably required. The report shall distinguish defects from matters that comply with the Contract or amount to a requested change in preference or specification.

Where rectification is required, the report shall address its scope, urgency and reasonable access requirements. Any rectification schedule shall respect the allowance in Clause 28.3.8(a), subject to the urgent-defect provisions in Clause 28.3.8(d).

(v) Effect of the Assessment and Further Objections

The report shall be used for administering the disputed items, subject to correction by the assessor, Clause 28.3.10, applicable law and the Contract's dispute-resolution procedure. It shall not constitute a final and unchallengeable determination of either party's legal rights.

An item assessed as compliant, or subsequently confirmed as satisfactorily rectified, shall be treated as closed for routine defect-list administration unless there is a reasonable basis for reopening it, including new material evidence, an identified error in the assessment or a failure of the completed

rectification. Mere repetition of the same disagreement shall not require repeated inspections or repeated rectification.

The parties shall continue to perform their undisputed obligations, including agreed access, undisputed rectification and payment otherwise due under the Contract, subject to applicable law and any competent order or determination.

(vi) Assessment Costs

The assessor's fees and any claim for additional assessment costs shall be dealt with under Clause 28.3.9. A complaint shall not become chargeable to the Client merely because it is not upheld, and a reasonable objection to the assessor's competence or independence shall not, by itself, justify a charge.

(vii) Continuing Rights and Contractual Standards

This assessment procedure does not prevent either party from raising a legitimate complaint, presenting new evidence or using the Contract's dispute-resolution procedure. It does not authorise the assessor to reduce an agreed contractual standard or waive either party's obligations without that party's agreement.

Clause 28.3.10 shall continue to govern challenges to an assessment and any existing agreed certification mechanism. The timing and treatment of outstanding documentation, endorsements and approvals shall remain governed by Clause 28.3.11.

(g) Prior Review, Subsequent Objections & Reciprocal Responsibility

(i) Client Review and Subsequent Objection

Where reliable evidence establishes that the Client reviewed a particular aspect of the Works, had a reasonable opportunity to understand and question the relevant condition or characteristic, and communicated acceptance through words, instructions or conduct, the Company may reasonably rely on that acceptance in progressing the Works.

Where the Company has proceeded in reasonable reliance on that acceptance and the Client subsequently requires the same accepted condition or characteristic to be changed, the Client shall bear one hundred per cent (100%) of the reasonable and necessary direct costs of the resulting rework, subject to paragraph (v) below.

Acceptance may include silence where the surrounding circumstances objectively support that conclusion. Mere presence on site or failure to complain shall not, without supporting evidence, establish acceptance. No separate signed approval or formal review notice shall be required for acceptance to be established by the available evidence.

(ii) Equal Allocation Where Prior Review or Acceptance Cannot Be Established

Where rework is reasonably necessary to address an identified failure to meet the Contract, but the available evidence does not establish the Client's prior review, knowledge and acceptance under paragraph (i), the Company and the Client shall each bear fifty per cent (50%) of the reasonable and necessary direct costs of reworking the affected item, subject to paragraphs (iii) to (v) below and applicable law.

This is an agreed commercial allocation of those costs and is not a finding that the parties were equally at fault.

(iii) Reciprocal Responsibility for the Company's Scope-Checking Mistakes

Where the Company carries out work under the mistaken understanding that it is included in the Contract Sum, and treats or represents that work as included, the Company shall not subsequently charge the Client solely because it discovers that it failed to check the contractual scope or price correctly.

The Company shall absorb one hundred per cent (100%) of the cost arising from its established scope-checking or pricing mistake and shall not use the equal-allocation provision in paragraph (ii) to recover part of that cost from the Client.

This paragraph does not alter the Contract's existing provisions governing genuine Variations.

(iv) Evidence and Calculation of Costs

The party relying on prior review, acceptance or a scope-checking mistake shall identify the relevant facts and supporting evidence. Relevant evidence may include contemporaneous correspondence, instructions, meeting records, photographs and the parties' conduct.

Costs payable or shared under this paragraph (g) shall be limited to the reasonable, necessary and itemised direct costs relating to the affected item. They shall exclude profit mark-ups, penalties, unrelated expenditure and duplicate recovery. The Company shall provide the basis of the proposed allocation and reasonable cost particulars before requiring payment.

(v) Continuing Protections and Disputes

An existing unresolved objection shall not be treated as withdrawn merely because the Client does not repeat it. The Client is not required to supervise the Works or possess professional or technical expertise. Acceptance of a visible condition or characteristic shall not, by itself, establish acceptance of an unknown technical or latent defect.

Neither party may rely on concealment or misleading conduct to obtain an allocation under this paragraph. Nothing in this paragraph authorises unsafe or unlawful work, excludes liability for fraud or fraudulent misrepresentation, excludes or restricts liability for death or personal injury caused by negligence, or excludes or restricts any liability or remedy that cannot lawfully be excluded or restricted.

Disputes about technical matters, the extent of rework or reasonable direct costs may be referred to the Independent Assessor under Clause 28.3.8(f). Disputes about legal responsibility, contractual interpretation or enforceability shall remain subject to the Contract's dispute-resolution procedure and applicable law.

28.3.9 **Assessment Costs**

The Company shall initially bear the assessor's fees. Reasonable and documented additional costs caused by the Client's unreasonable refusal to attend, provide access or cooperate may be recoverable from the Client, subject to the Contract and applicable law.

The Client shall not be charged under this provision for costs attributable to substantiated non-completion, defects for which the Company is responsible, or a reasonable objection to the assessor's independence or competence.

28.3.10 **Disputes and Existing Certification Requirements**

A certificate properly issued under this Clause shall take effect for contractual administration unless revised by the assessor or altered through the applicable dispute-resolution process. A dispute shall

not, by itself, suspend its operation, subject always to applicable law and any order or determination of a competent court, tribunal or adjudicator.

Neither party is prevented from challenging an assessment through the Contract's dispute-resolution procedure.

Where the Contract expressly appoints an architect, engineer or other contract administrator to certify completion, that agreed certification mechanism shall continue to apply unless the parties expressly agree otherwise. The treatment of outstanding documentation, professional endorsements, submissions and authority approvals, including matters that may be completed after contractual handover, shall be governed by Clause 28.3.11.

28.3.11 **Outstanding Documentation, Endorsements & Approvals After Handover**

(a) Separate Completion of Physical Works and Documentation

Provided the requirements of Clause 28.3.1 have otherwise been satisfied, Practical Completion, contractual handover and payment for completed physical Works may take place before all final documentation, professional endorsements, submissions and authority approvals have been completed or issued.

Outstanding matters that may be completed after the relevant stage shall be treated as separate continuing obligations. Their outstanding status shall not, by itself, prevent Practical Completion or contractual handover, or require the completed physical Works to remain administratively open until every such matter has been concluded.

(b) Continuing Obligations

The Company shall remain responsible for completing and providing those outstanding matters falling within its obligations under the Contract or applicable law. Handover and payment shall not discharge those obligations.

The Company shall complete its required actions within any applicable statutory or expressly agreed contractual deadline and, where no deadline applies, within a reasonable time, acting diligently and without undue delay.

(c) Third-Party Processing and Issue

Where the issue of a document, endorsement or approval depends on an authority or other independent third party, the Company shall make the required submissions and take reasonable follow-up steps within its responsibility.

Processing time outside the Company's reasonable control shall not, by itself, constitute a failure to complete the physical Works or invalidate an otherwise properly established date of Practical Completion. This paragraph does not excuse late or incomplete submissions, non-compliant work, or other failures for which the Company is responsible.

(d) Payment and Any Agreed Documentation Retention

Outstanding matters under this Clause shall not, solely because they remain outstanding, entitle the Client to withhold payment otherwise due for completed physical Works, except where the Contract expressly makes a particular payment conditional upon the relevant document or approval, or applicable law provides otherwise.

Any documentation retention shall apply only where expressly agreed in the Contract and shall be limited to the agreed amount and release conditions.

29. CHANGES, VARIATIONS, ACCEPTANCE & GOOD-FAITH WORKS

29.1 CLIENT-INITIATED INSTRUCTIONS

Any instruction issued by the Client, whether in writing, verbally, during meetings, or on site, relating to changes to the Project, additional works, variations, substitutions, or design changes, shall constitute a valid instruction.

Where such instruction is issued verbally or on site, the Company may proceed with the Works and shall document the instruction by email as soon as reasonably practicable.

Unless the Client issues a written rejection by email within twenty-four (24) hours of the instruction being given or documented, the instruction and resulting Works shall be deemed authorised, accepted, and chargeable.

29.2 CONTRACTOR-INITIATED WORKS UNDERTAKEN IN GOOD FAITH

Notwithstanding the absence of any Client instruction, where site conditions, safety considerations, regulatory compliance, constructability, coordination requirements, or protection of the Works or Premises necessitate action, the Company may, acting reasonably and in good faith, carry out such works without prior Client approval.

Such works may include (without limitation) temporary works, protective measures, adjustments, removals, substitutions, reinstatement works, or additional works required to:

- prevent damage or safety risks,
- comply with statutory or regulatory obligations,
- avoid abortive work, re-work, or delay, or
- preserve the integrity, quality, or functionality of the Project.

The Company shall notify the Client by email as soon as reasonably practicable after carrying out such works, setting out the scope and cost implications.

Unless the Client issues a written rebuttal by email within twenty-four (24) hours of such notification, the works shall be deemed authorised, accepted, and chargeable.

29.3 REBUTTAL, FAIRNESS & COST REVIEW MECHANISM

Where the Client disputes either the cost only or the necessity of any instruction or good-faith works carried out under Clauses 29.1 and 29.2, the Client may request, within the same twenty-four (24) hour period, that a Quantity Surveyor (QS) provide a reasonable cost comparison.

The parties agree that:

(a) Such request shall not invalidate acceptance of the Works.
(b) The Works shall remain authorised and payable.

(c) The QS review shall be limited to assessing commercial reasonableness of pricing, not scope necessity.
(d) Any adjustment arising from the QS review shall be limited to price only, and shall not constitute grounds for rejection, removal, or non-payment of the Works.
(e) Bring in an independent party to review which shall be either Oliver Ho and Associates or Wayne Crosley depending on avalibity and suitability.

Failure to request a QS cost comparison within the stated period shall constitute final acceptance of both scope and cost.

29.4 PACKAGE PRICING & CREDIT NOTES

All prices are package-based and commercially bundled. Removal, omission, or reduction of items does not entitle the Client to a proportional price reduction.

Where the Company expressly agrees in writing to remove an item, any adjustment shall be issued solely as a Credit Note.

For more information see Clause 14

All additional works, variations, or contractor-initiated works shall be treated as separate chargeable Variations, independent of the original contract sum.

29.5 PROGRAMME, TIMING & DELAYS

The Company shall use reasonable commercial efforts to meet agreed timelines. Delays arising from site conditions, coordination issues, variations, third-party actions, regulatory matters, or circumstances beyond and other reasons mentioned in earlier parts of the document; the Company's control shall not constitute a breach. The Company's obligation shall be limited to completing the Works within a reasonable time thereafter.

29.6 DELAY REMEDIES

29.6.1 TEMPORARY ACCOMMODATION CONTRIBUTION (RESIDENTIAL PROJECTS)

Where delays directly attributable to the Company require the Client to obtain temporary residential accommodation, the Company may, without admission of liability and entirely at its sole discretion, contribute towards accommodation costs, subject to the following:

- Accommodation shall be limited exclusively to Hotel 81 or Fragrance Hotel locations within Singapore, subject to availability.
- Maximum five (5) consecutive nights.
- Contribution capped at fifty percent (50%) of the standard room rate only, supported by the official hotel invoice.
- No reimbursement shall be made for room upgrades, meals, transport, laundry, parking, telecommunications, incidental expenses, or any other associated costs.

- This contribution is provided as a commercial goodwill gesture only and does not constitute an admission of liability or establish any precedent for future claims.
- This clause constitutes the sole and exclusive remedy available in respect of temporary residential accommodation arising from delay.

29.6.2 **DELAYS AFFECTING COMMERCIAL, INDUSTRIAL OR RETAIL PREMISES**

Where the Works relate to commercial, industrial, office, retail, hospitality, medical, educational or other non-residential premises, the Company shall not be liable for any loss arising from delayed completion, including but not limited to:

- Loss of profit.
- Loss of revenue or turnover.
- Business interruption.
- Loss of rental income.
- Staff wages or operational costs.
- Financing costs.
- Loss of contracts, customers, or goodwill.
- Any indirect, consequential, special, or economic loss whatsoever.

Where reasonably practicable, the Company may, at its sole discretion and without admission of liability:

- Provide phased or partial handover of completed areas.
- Prioritise critical operational areas.
- Implement alternative sequencing of the Works to facilitate earlier occupation.
- Grant reasonable extensions to access arrangements where within the Company's control.

The measures described above are discretionary only and shall constitute the Client's sole and exclusive remedy in respect of delays affecting commercial or non-residential premises. Any entitlement to financial compensation must be expressly set out in a Contract that specifically identifies this clause as being overridden pursuant to the Contract to Override Standard Terms and Conditions. In the absence of such express wording, this clause shall prevail notwithstanding anything to the contrary contained in any quotation, purchase order, subcontract, correspondence, or other agreement.

30. **SEVERABILITY**

30.1 If any provision of this Agreement (or part thereof) is held by any court or competent authority to be invalid, illegal, or unenforceable, such provision shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable.

30.2 If such modification is not possible, the relevant provision (or part thereof) shall be deemed deleted, and the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

30.3 The parties agree that any such invalid, illegal, or unenforceable provision shall be replaced with a valid provision that most closely reflects the original commercial intent of the parties.

30.4 This Clause shall apply notwithstanding any finding that any part of this Agreement is void for uncertainty, illegality, or otherwise.

31. ERRORS, OMISSIONS & AMENDMENTS

31.1 Errors and Omissions Excepted (E&OE). The Company reserves the right to correct any clerical, typographical, or administrative errors or omissions in any document, estimate, quotation, invoice, or communication without liability.

31.2 The Company reserves the right to amend, update, revise, or replace these Terms and Conditions from time to time at its sole discretion.

31.3 Continued engagement, instruction, or acceptance of services following any update shall constitute acceptance of the revised Terms and Conditions.