

Yankee Construction Terms and Conditions

1. Standard of work

The contractor must carry out the work:

- in a good and workman like manner;
- by supplying the materials in the contract documents;
- in compliance with all relevant Dutch standards; and
- in compliance with all requirements of statutory authorities relating to the work.

2. Standard of materials

The contractor must use materials and components:

- of good quality;
- that are suitable for the purpose intended; and
- unless otherwise specified, that are new.

3. Payment by owner

The owner must pay the Contract Price as specified in the sign contract on completion of the work, within 14 days of dated final invoice, or each stage of the work (if applicable), within 5 days of notice from the contractor. The Contract Price includes all incidental matters that are reasonably necessary for the completion of the work unless otherwise stated on the sign contract.

Late payments

If any amount due to us is not paid on the due date, you will pay interest to us on the amount not paid under that invoice (**Overdue Amount**). Interest on any Overdue amount will be calculated monthly, at the rate of 1.5 % percent monthly on the Overdue Amount, from and including the due date to and including the date that we receive the Overdue Amount.

4. Completion of work

The work will be complete when:

- it is finished in accordance with the contract; and
- all rubbish and surplus material are removed from the site.

5. Time for completion

The contractor must complete the work within the Completion Time which is stated on the sign contract. The contractor and owner must take all reasonable steps to minimise any delay to the work.

The contractor will be entitled to a reasonable extension of time in the event of delays to the work where the cause of the delay is beyond the contractor's control and a claim for an extension of time is notified in a verbal or e-mail conversation with the owner.

6. Approval

Unless otherwise specified, the contractor must apply for and obtain all approvals of local councils or other statutory authorities necessary to carry out the work and must pay all fees for such approval.

7. Variations to work and agreement

This contract or the work (including materials) may be varied in agreement between the owner and the contractor in the following way:

A notice (verbal or e-mail) describing the variation. All variations or "additional work request" will be added to the "Add't Work Costs Sheet" along with any change to the Completion Time. and the owner may ask for an updated copy at any time.

The Contract Price will be varied (up or down) according to the agreed notice.

8. Access for contractors

The owner must provide access to the common property and any lot comprised in the site for the contractor and any employee or subcontractor of the contractor to carry

out the work as required during work hours allowed by relevant statutory authorities.

9. Cleaning up

On completion the contractor must remove from the site equipment and all rubbish and surplus material relating to the work.

All demolished and surplus material will be the property of the contractor unless otherwise specified in the description of work.

10. Damage to property

The contractor must make good any loss or damage to the work or property of the owner (or its members) caused by the contractor or the contractor's employees, agents or subcontractors.

11. Insurance of work and personal injury

The contractor must have current insurance cover for:
• public liability insurance to cover liabilities to third parties for death or personal injury or damage to property for an amount not less than \$1 million.

12. Defects

The contractor must make good any omissions or defects in the work or materials at the contractor's own expense which become apparent within the period of 12 weeks from the date work is completed.

The owner must notify the contractor in writing of any work or materials to be rectified or replaced within the 12 weeks period.

13. Disputes

If the owner or contractor considers a dispute has arisen in relation to any matter covered by this contract, that party must give the other party written notice of the items of dispute within 5 days of completion of work.

14. Ending contract

If the contractor:

- becomes bankrupt or goes into liquidation; or
- fails to complete the work within the agreed time, or if no time is given within a reasonable time; or
- fails to remedy defective work or replace faulty or insuitable materials.

Then the other party may:

- where such default can be remedied, issue a written notice requiring the other to remedy the default within 10 working days.

If the owner:

- fails to make payments due under the contract; or
- denies access to the site to the contractor to prevent the work from proceeding

Then the contractor may:

- if the default is not remedied, or is not capable of being remedied, terminate the contract by written notice

STATUTORY WARRANTIES

The Contractor warrants that:

a) the work will be performed in a proper and workmanlike manner and in accordance with the plans and specifications;

b) all materials supplied by the contractor will be good and suitable for the purpose for which they are used and, unless otherwise stated in the contract, those materials will be new.

c) the work will be done in accordance with, and will comply with, the Home building Act or any other law;

d) the work will be done with due diligence and within the time stipulated in the contract, or if no time is stipulated, within reasonable time;

e) the work and any materials used in doing the work will be reasonably fit for the specified purpose or result, if the owner expressly makes known to the contractor or another person with express or apparent authority to enter into or vary contractual arrangements on behalf of the contractor, the particular purpose of which the work is required or the result that the owner desires the work to achieve, so as to show that the owner relies on the contractor's skill and judgement.

Proceedings for a breach of a statutory warranty must be commenced within 6 months after:

(i) the completion of the work or
(ii) if the work is not completed:

(a) the date for completion of the work specified or determined in accordance with the contract; or
(b) if there is no such date, the date of contract.

These warranties do not in any way reduce or limit the contractor's obligations in relation to workmanship, materials, completion or other matters specified in this contract;

No provision of this contract can reduce, restrict or remove these statutory warranties.