

Agreement

This Terms and Conditions is part of agreement and binding with the signed quotation. Upon signed on quotation, this Terms and Conditions effective immediately.

A. Recitals

1. Our Company/ we (Crownwell Contracting (HK) Company Limited) possesses a Business Registered Certificate issued by Hong Kong Company Registry, as which authorised us to carry a business of decoration, construction, maintenance work in the construction industry in Hong Kong.

2. Agreement

This Terms and Conditions as a supplement document and confirmed by both parties. We and our Client both agreed and signed on quotation as a Fixed Term Agreement. The construction service provided by us, and payment paid by Client are mutually agreed and all listed in detail in quotation

3. Commencement of Works

Both parties shall reach the agreement on design plan first. At the date that Client sign the quotation or pay the 1st installment or materials deliver to the Construction Site or workmen commence to work (whichever is later) for the work stipulated on the quotation as the first day work.

4. Completion of Works

Client conduct inspection or client start to occupy the premises or operate their business (whichever is earlier), would be deemed as Completion of Work.

5. Acceptance

Client sign or stamp on the acceptance list would be deemed as acceptance of all the work done by us. Client move in or use the designated premises, also would be deemed as acceptance.

6. Extension of Time

In the event that not our fault to affect the progress of the Construction Work and the period of time for those Construction Work has to delay or extend, we are not liable on extension of time.

B. Project Supervision

In the event that a supervisor assigned by Client for the project supervision, Client shall provide the relevant details to us, such as name of the supervisor and name of the authorised person, scope of supervision, the resume of the supervisor and contact method.

C. Design and Drawings

1. In the event that client use their own design, the confirmed Working Drawings shall be provided to us at least 7 days prior Commence of Work. We would review on the Working Drawings. If an alteration of the Drawings is necessary, we would inform our Client 3 days prior Commence of Work
2. Designed Drawings include the following:
 - General Layout
 - Furniture Layout
 - Setting Out Plan
 - Ceiling Plan
 - Floor Pattern Plan
 - Elevation View
 - Section View
 - Each Component Detail
 - Equipment Layout
 - Electrical Layout Plan
 - Lighting Layout Plan
 - Plumbing and Drainage Layout plan
 - Colour of Door and Windows Schedule
 - Material Distribution Layout

3. All design must comply with the latest Laws, Codes and Construction Standard in Hong Kong.
4. All the finishes and colour plates uses in the Construction Site, which would be submitted to Client 3 days prior to Commencement of Work;
Client has an obligation to review the submitted material of finishes and colour plates before Commences to Work, and a comment shall be given to us at least 1 day prior Commences to Work. After submitted finishes and colour plates to Client, approval shall deem as granted if we do not receive any written notice from Client within 3 days;
The period of time of Construction Work is likely to be extended if no agreement has been reached after 2 times written communication with Client.

D. Client's Duties

1. Client shall settle the project payment on time. In the event that Client fails to pay, the project would be postponed; After the payment has been settled, the project would re-start after 7 days for work preparation.
2. Client has the obligation to give us a permission to enter the Construction Site for measurement and inspection prior Commence to Work.
3. With the principle of no affection on Construction Work, Client has the obligation to clean the Construction Site prior Commence to Work.
4. Client shall provide water, electricity and toilet to us for work.
5. Client shall assist us to obtain a Permit- to-Work in the Construction Site; Client shall inform us before quotation for any restriction requirements on interior construction by housing estate, shopping mall or management company.
6. Client has the obligation to assist us in coordinating the relationship with neighbor.
7. Client shall not request us to violate the laws of Hong Kong or our professional code of conduct.
8. Client has an obligation of arriving on time at the Construction Site to carry out a Completion Inspection.

9. Client shall not discriminate on workmen who are minority or disabled and work on the Construction Site.
10. Client shall not discriminate on any religious, under the circumstance of not disturbing neighbors and causing pollution, as we have certain religious ceremony (such as pray, worship God etc.) during the Construction Work.
11. Client agree to accept the services provided by us at the same time agree other sub-contractor may be appointed by us to provide service.
12. Client shall bear the loss including the occurred cost and extended time for Construction Work in the event that the ordered materials by Client are not fit to use.

E. Our Duties

1. We would strictly execute construction specifications, quality standard, safety operations, fire protection regulation, properties protection, and complete the jobs specified on the signed quotation.
2. We and our workmen would comply with the rules which stipulated by housing estate, shopping mall and management company.
3. The structure and fire resisting components in the building shall not be demolished without approval from Building Departments or the relevant government department.
4. We would not disturb the neighbors of the premises, marketing to other units and not to bring the third party to the premises for visiting without consent from Client.
5. We would comply with the Noise Control Ordinance of Hong Kong, and the noise control policy stipulated by housing estate, shopping mall and management company.

F. Additional Work in Construction

An additional quotation shall be signed by both parties for any work change and add during the Construction Work.

G. Material Supply

1. In negotiating the total price of the labour and material inclusively and construction, we would base on the design plan for installation, and the relevant finishes materials and parts would be installed at the Construction Site.
2. In negotiating the material partial inclusive, we would list all materials inclusive and non-inclusive on the material list.
3. In the event that materials provided by client, we would base on the designed plan to negotiate the quantity with Client.
4. While the materials deliver to the Construction Site, we would examine the appearance completeness in applicable time, and Client shall check on the quality of the materials.
5. We would responsible to confirm with Client for the deliver date of the ordered material. In the event that late delivery, we would inform Client before Commences to Work or order the material, and discuss to change or postpone the completion date of construction. The Client shall solely responsible for the loss caused by delay.
6. Before procurement on any materials, we would be responsible to remind and assist Client in ordering materials, in regard to the quality of materials, operation and suitable to use.
7. In the event that the ordered materials are illegally obtained, infringing goods, unpaid tax products, from an unknown source or illegal goods, which installed in the Construction Site and unaware by both parties, the party who order such materials, shall be responsible for all costs including alternation and damages etc.
8. In the event that the ordered materials are doubted by one party, and carry out an examination by third party, the examination fee shall be paid by the doubting party first. In the event that, the result shown that the ordered materials are appropriate to use, the doubting party shall bear examination fee, the expenses of additional construction days and all the cost occurred in regard to the third- party examination. in the event that, the result shown that the ordered materials are inappropriate to use, the opposite party shall bear all the cost including the examination fee, the expenses of additional construction days and all the cost occurred in regard to the third-party examination.

H. Delay

If the following occur, the Construction Work shall be postponed and discussed with Client.

1. The change of construction workload or design, project alteration which directly affect the construction process.
2. Both parties agree to extend the construction period.
3. Client fails to complete his obligation which stipulated in the signed quotation, and affect the process.
4. Client shall pay the project payment to us on time. In the event that Client fails to pay, the project would be postponed; After the payment has been settled, the project would re-start after 7 days for work preparation.
5. In the event that the materials ordered by Client and fails to deliver on time, Client shall be responsible for the incurred cost and construction period caused by the late delivery.
6. Due to Typhoon Signal No.8 or above or Black Rainstorm Signal is hoisted and affecting the progress of the Construction Work, the Completion Date would be postponed.

I. Inspection

1. During the Construction Work, the following inspection shall be taken:
 - Material Inspection
 - Concealed Construction Inspection
 - Water and Electricity and Facility Testing
 - Completion Inspection
2. We would inform Client for the date of inspection, and Client shall take the inspection on time. In the event that Client fails to take the inspection on the specific date without informing us, all the construction work shall be deemed as check and accept by the Client.

J. Completion Inspection

1. We would inform Client regarding to the date of Completion Inspection before completion; Client shall in person or authorised a representative for the Completion Inspection and check on the finished goods.
2. In the event that there are problems in quality or materials after completion, Client shall inform us promptly.
3. In the event that Client unauthorizedly live or use or start to operate his business before completion inspection, which shall be deemed as satisfied with all the construction work, and Client shall bear its own cost.
4. From the date of signature of Certificate of Completion by both parties, or Client enter and live in or use or start to operate his business (whichever is earlier), the maintenance period last for 6 months under normal usage of the premises.
5. We shall issue the relevant Drawings to Client within 30 days after the date Client signed of the Certificate of Completion.

K. Default

1. The party fails to perform as agreed.
2. The party fails to perform his obligation and responsibility caused the loss of damages of the other party, the default party shall liable for compensation on the loss.
3. The default party shall liable for the construction work violates the laws and regulation of Hong Kong.
4. The party who aware not able to perform as agreed, shall inform the other party promptly, and the default party shall bear the loss caused by agreement cancellation.
5. In the event that Client fails to pay the amount of 2nd, 3rd and 4th installment, a fine 0.2% of the contract sum shall be paid each day. The maximum fine would be 5% of the contract sum.

L. Provisions

1. Upon quotation signed and confirmed by Client and us, this Terms and Conditions effective accordingly.
2. We are entitled to use the finished photo and Drawings for marketing use.
3. This Terms and Condition terminate automatically upon completion of performance.
4. In the event that discrepancies between the Chinese and English version of this Terms and Conditions, the Traditional Chinese version shall prevail.
5. We reserve the rights to amend, delete and add the Terms and Conditions, effective upon announcement or notification to our Client.
6. This Terms and Conditions only applicable to the Client of Crownwell Contracting (HK) Company Limited.

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