

COMPANIES CONTRACTUAL AGREEMENT OF THE TERMS AND CONDITIONS OF SERVICES AND USE

This extended herein is attached as a additional document to that of your main body document and is provided in digital format via the hyperlink within your pdf contract.

By the signing of the contract you have agreed to our terms and conditions as attached:

INTRODUCTION:

This document contains our companies working practices, terms and conditions of use, disclaimers and legal remarks for you to understand before engaging our organization: or any of its associated companies.

We pride ourselves on being a fair, honest and helpful group and would like to maintain that standing. As a result of some cases of bad experiences whereby our good nature has been taken advantage of this document has had to be drafted to protect our companies interests.

Before engagement of our service respectively we shall furnish you with a copy of this document to your company either to you personally, your personal assistant, your assistant, admin, worker, helper, project manager but not limiting.

To ensure that you have been given a fair chance to read this document you will also be given instruction via our email correspondence to read these terms and conditions available at our website, or to ask for a copy.

On all of our documentation we highlight to you to read this document and that by proceeding further with services from us you agree fully to these terms herein.

This agreement of terms and conditions hereafter supersede that of any agreements in emails or that of estimates, quotations or other documentation. This is accepted by yourself fully and that you also agree to the follow:

EXTENT OF THIS POLCY COVERAGE:

There are various ways that you can find services provided by the NYTC group of companies:

Websites: these include but do not limit to:

www.noisestopsystems.sg

www.ny-tc.com

www.noiseblock.org

www.advancedacoustics.sg

www.nytc.earth

www.singaporesoundproofing.sg

Social Media Pages: these include but do not limit to:

Facebook

Twitter

Instagram
Tumblr
Flickr
Google+
Wordpress
Google Review

Other Online Media:

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

Digital Communications:

Whatsapp, Wechat, Sina, Line, Viber, Skype, Linked In, but not limiting.

Others may include:

Advertisements, Word of mouth, Recommendation but not limiting.

IP / INTELLECTUAL ©COPYRIGHT & OWNERSHIP OF IDEAS:

Hereafter **"The Owner"** shall refer to the creator of the company or companies and that of its subsidiary companies, brands, websites, ideas but not limiting.

"User" shall refer to the customer, client but not limiting.

The companies, The Websites, The Social Pages, The Blog Pages, The Personal and Viral Marketing Pages, Personalities, Logos, Trademarks, Registration Marks, Branding, Marketing and promotional material, brand names, products, systems, designs, methods, visual design, artwork but not limiting:

are intellectual property right of the "The Owner". The Textual content that is made publicly available on the internet via our websites, forums, facebook, linkedin, twitter, magazines, articles, general publications, radio interviews, television interviews, filming but not limiting is also the intellectual property right of the "The Owner". This extends to that of the companies' personnel or associates.

"The Owner" shall enforce any misuse of these rights to the full extent globally of the law. This includes but does not limit to copying of materials, ideas, designs, systems, services, branding, textual content, theories.

The Company makes use of 3rd party commission based agent to monitor infringement breach across the internet and to enforce. Any use of this content without the written expressed permission of the owners or creators is not permitted and will be enforced to the highest extent of the law.

DESIGNS

All designs remain our intellectual property right without question. The designs works is only granted to you in the rights to use at our discretion and permission for any use must be applied for in writing to us and require for our approval, signature and stamped.

The use of filming, photographing of any of our personnel, working practice, materials, products, services, manufacturing, fabrication, construction process but not limiting is strictly prohibited and any such act will be seen as an infringement of this agreement and shall be enforceable by law. All material shall be given to us and copies deleted. Permission for any use must be applied

for in writing to us and require for our approval, signature and stamped.

COMPANIES, BRANDS, LOGOS, TRADEMARKS:

The following herein are part or have been part of the companies' portfolio:

NYTC INTERNATIONAL ORGANIZATION

NYTC INTERGALACTIC

NYTC NYTC INTERNATIONAL

NoiseStop Systems Singapore®™

NoiseBlock™

88798

Chateau Yorvique

BESTBuild

BOSSBuild

NYTCBOSSBuild

NYTCBESTBuild

NTC Studios

NTC Studios International

YORK SOUNDPROOFING AND ACOUSTICS

THE GOOD NEWS TIMES

SOUNDBARRIER SINGAPORE

9mm

Singapore Electrical Contractors

Singapore Air Conditioning & Ducting Contractors

AMD

ADVANCED MATERIALS DISTRIBUTORS

Advanced Acoustics

EcoAcoustics

Acoustic Reality

EcoBarrier

icoustic™

阻声系统™

Yap Corp™

Singapore Soundproofing™

Neotech Construction™

Yu Enterprises™

Holly Yu™

Global Property Services™

My Home Inspector™

IsoMat™

DFB™

NoiseBlock Board™

BarrierMat™

ActiveXbarrier™

3D Foam™

Wave Foam™

Acoustic Prism™

Singapore Soundproof Windows™,

UK Home Inspector™

wemakeinchina™

DR NOISE

but not limiting.

INTRODUCTIONS / FIRST CONTACT / SITE VISITS

If you require for our personnel to visit your work site it can be arranged but may not be free depending on which personnel you requested to attend.

Sales Staff are able to visit your site free of charge and are available Monday to Friday 10:00 – 4:00.

Electrical Technician are also able to visit your site and give an onsite quote, they are not able to offer free consultancy but will do their best to answer your question within reason.

Consultants require for you to place a deposit of \$50 that shall be refunded to you in the form of a discount if you proceed with any of the options that we give you in the estimate. Monday to Friday 10:00 – 4:00.

Senior Consultants require for you to place a \$100 deposit and come with more years of experience and are able to 'think outside the box' Monday to Friday 10:00 – 4:00.

After house rates or weekend rate will dependant on location and timing. For more information on this please as us for a price.

Structural, Mechanical, Building Engineers are subject to quote by quote basic typically \$500 per visit to site for visual assessment.

Site visit deposit fees are not refundable if no order has been made after the estimate given.

The site visit is for the purposes of our personnel to be onsite to gain information to allow for an estimate to be generated such as physical measurement of doors, windows, walls, etc. This service is not consultancy and information given in the quote shall not be seen as a recommendation. There shall be no obligation given for guarantee of performance unless stated clearly as a KPI (Key performance Indicator).

CONSULTANCY

Consultancy will fall into two categories

A) PRE-CONTRACT PRELIMINARY PROFESSIONAL FEES

B) GENERAL CONSULTANCY SERVICES

A) PRE-CONTRACT PRELIMINARY PROFESSIONAL FEES

This relates 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 etc.

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:

PRE CONTRACT PRELIMINARY PROFESSIONAL FEES

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

Meeting with us / Junior consultant at our office	30 minutes	\$100.00
Junior Consultant visit to site	30 minutes	\$200.00
Acoustic Consultant visit to site	30 minutes	\$350.00
Fire Sprinkler Consultant visit to site	30 minutes	\$300.00
Fire Safety Consultant QP/Architect	30 minutes	\$500.00
SCDF Submission Consultant Advice on works (email)	Per Query	\$50.00
Electrical Consultant Advice on works (email)	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	\$500.00
Civil and Building Construction Engineer	30 minutes	\$700.00

NOISE CONTROL

Noise Control Specification & Quote	Contract Value below	\$10,000.00	\$2000.00
Noise Control Specification & Quote	Contract Value below	\$20,000.00	\$5000.00
Noise Control Specification & Quote	Contract Value below	\$30,000.00	\$10000.00

Contract Values thereafter will be based on 32% fee against the total contract value unless an amount is agreed upon in writing.

AESTHETIC DESIGN

Aesthetic Design & Quote Cost	Quote Cost below	\$10,000.00	\$1000.00
Aesthetic Design & Quote Cost	Quote Cost below	\$20,000.00	\$2000.00
Aesthetic Design & Quote Cost	Quote Cost bellow	\$30,000.00	\$3000.00

Contract Values thereafter will be based on 10% fee against the total contract value unless an amount is agreed upon in writing.

ESTIMATION OF COSTS FOR 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.

Window Submission to HDB	Per Submission	\$350.00
Window Submission to BCA	Per Submission	\$3000.00
Window Submission to Condo Management	Per Submission	\$300.00
Lateral Railing Installation / Reinstatement to BCA	Per Submission	\$3000.00
P.E Endorsement of drawings if required	Per Endorsement	\$600.00
L.E.W (63a) Endorsement of drawings if required	Per Endorsement	\$600.00
L.E.W (100a) Endorsement of drawings if required	Per Endorsement	\$900.00

Typical standard Electrical Single Line Drawing \$1000.00

Typical standard As Built Plan / Drawing (up to 500 square feet) \$1000.00

Typical standard Entrance Elevation Drawing (up to 500 square feet) \$1000.00

B) 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.

INTERNAL WORKS CONSULTANCY

These 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 the provides consultancy advice for designing and building of a studio or 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.

DIRECT CONSULTANCY

Are services 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 client's minds of foul play or manipulation.

CONSULTANCY IN GENERAL REMARKS

If in the event that you:

(A) have not made payment in full against the settlement of your contract with us; regardless of if you dispute the payment or for whatever reason.

(B) have never made any payment specifically for the consultancy or and/alternatively that you have never been issued an invoice from us for specifically for the consultancy and as such was not able to pay.

It is accepted that within the contents of our estimates, quotations, invoices, emails, sms messages, verbal or otherwise representation or remarks or advice given in any other such given documents are supplied but not limiting:

Are given as a "**Value Added Servic**" and as such are not given as a recommendation and cannot and will not be held accountable as such. Furthermore We shall void any such

guarantee of performance.

The company reserves the right to charge and demand payment for our consultancy services at our descension despite any laps of time amounted.

ESTIMATES:

In the course of business practice an estimate will be generated to give you an estimation of the costs for the projects.

The estimation of costs are accurate at the point of time when it was generated. You are reminded that if conditions change later the we reseve the right to update and re-issue an new estimation for the update of costs.

It is typical for project costs to change because of:

Increased performance of soundproofing needed

Change or alteration of design

Quantity Survey found the area to be bigger than first estimated

Sound System change to louder, bigger, higher bass or different speaker system.

Tests conductive were not a true representation of the actual usage of the user

Increased Scope of Works

Change of materials

Client lost track of costs resulting in exceeding budget

Client assumed that additional works (Variation to Order Works) would be free

Remember The price of the estimate is not guaranteed neither shall the products and services be fixed.

We ask you to check the measurements, area of cover, quantities, scope of work & make sure that you are happy with these figures. It is our policy of estimating more than the area you require in case of wastages or the in case of mistake. The other reason is that we need to ensure that there are sufficient materials on site if there are any unexpected problems, as in some cases the manufacturing time maybe very long.

Double check the details on the estimate if you feel that you need more material then shown inform us, else there maybe problems later.

ESTIMATION FURTHER REMARKS:

If your estimate relates to noise control products and services then please note:

The Estimate also covers the estimation on sound reduction, the document is called an estimate as it is what we estimate should give a good reduction. It is not a guarantee of performance noise reduction, echo absorption, NRC, DB, STC but not limiting.

We will not give a KPI unless we have conducted extensive acoustic testing before hand.

This is required to evaluate the conditions onsite before and after and that you are paying for this service.

QUOATATIONS

After all details have been confirmed and if the client requests of such the estimated will be "locked" by the legal process to convert the estimation in to a fixed quotation.

The client may or may not choose to take this step as if done so any the company reserve the rights to adhere strictly to the quotation and any changes may not be granted.

If the client insists upon making changes to the agreed quotation.

Then there will be a alteration charge that will amount to 50% of the total contract value.

For the avoidance of doubt a quotation is a fixed document whereby all details have been confirmed in the estimate stage and now we reserve the right to not allow any changes to this order.

If a quotation has not been generated then by definition is still our estimate to you on the nature of the job and shall be treated as such.

Any items, changes etc that are not listed in the estimation will be charged to you.

REMARKS:

If your quotation is related to noise control products and services it does not mean that this work carries a guarantee of performance of noise reduction, echo absorption, NRC, DB, STC but not limiting.

The only time that a guarantee shall be given is if you have clearly stated in the quote Project Deliverables KPI (Key Performance Indicator).

And even then the guarantee is valid if there are no changes to scope or site conditions and that the full balance including variation orders have been paid in full.

OPTIONS:

In estimates, quotations and invoices we give different options for clients to choose from.

We do not include every option in the quote as per our client's preference.

To highlight to you Specifically our Advanced Range of premium products are only quoted through Advanced Acoustics Pte Ltd and are clearly marked "**Advanced Range of premium**".

In our typical options given we will provide you with different performance / quality solutions if you select a lower performance / quality solution then it is clearly understood that the end result will be reflect this choice.

Meaning lower quality will not be the best and best.

QUOTATION / ESTIMATES / AGREEMENTS FOR TOTAL PACKAGE AMOUNTS

After discount prices is based on a total package that is to say the total contract value. The amount of discount given at the point of calculation whereby you were given the quotation / estimate or agreement was based upon the total contract value.

Reduction in the square meter area / square feet area, quantity, materials will not result in the total contract value being reduced.

Further at our discretion we reserve the right to re-evaluate or to issue a new quotation / estimate based on this area. That unit rates will increase based on the discounted rate or calculated rate no longer being applicable.

For the avoidance of doubt if after the end of the project you quantity survey all items or the area and the area is lesser than the original contract value this will not result in the balance payment being deducted to less of the contract amount.

For the situations where the area is more, then the rate of the additional areas will remain payable at the contract preferential rate.

SMALL SELECTION OF SOME BASIC EXAMPLES OF UNIT RATES::

NoiseBlock Windows & Doors	Per Square Meter	\$1,550.00
NoiseBlock DFB+200 Laminated base	1200mm x 600mm	\$40.00
NoiseBlock FR16 Panel	1200mm x 1200mm	\$35.00
NoiseBlock BBBDS 3-6	1000mm x 500mm	\$60.00
Installation (manpower)	Per Square Feet	\$25.00
Overtime Working (18:00>	Installation total fee	Double

PROJECT DELIVERABLES KPI (KEY PERFORMANCE INDICATOR)

KPI forms part of a project deliverables arrangement whereby a KPI is given that must be achieved as part of the requirement of the project else the penalty of such would be reduction in the final balance payment, due to our company. The amount of deduction on the final amount due would be agreed by both parties but cannot exceed the amount of the final payment and no compensation is permitted and no further action is permitted by the customer whether that be legal or otherwise.

MILESTONE

Milestones are given as a way to determine that work has been completed to the satisfaction of the client and indicated as such either in the way of a signature on our paperwork or that of a payment.

If a milestone is set as a project deliverable in the documentation and our company has failed to achieve this milestone the penalty of such would be reduction in the final balance payment, due to our company. The amount of deduction on the final amount due would be agreed by both parties but cannot exceed the amount of the final payment and no compensation is permitted. The customer is not allowed to suspend "The Company" from works unless the company state in writing their consent to leave site in doing so payments would be made for all work done until that point in the projects, and no further action is permitted by the customer whether that be legal or otherwise.

TIME LIMIT / DEADLINE

A deadline for time limit is set for a completion date of said project, whereby if works are not completed on the date that has been set then penalties are imposed on "the company".

The penalty of such would be reduction in the final balance payment, due to our company for the particular aspect cost of work that was not completed within the time frame.

This means that you agree to limit the damage and our liability to the cost of the particular item or items that had not been completed within the time limit only.

The amount of deduction on the final amount due would be agreed by both parties but cannot exceed the amount of the final payment and no compensation is permitted and no further action is permitted by the customer whether that be legal or otherwise.

EXPIRY OF QUOTE

Estimates and quotations 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.

INVOICES

Invoice's shall be generated at our discretion for internal purposes. If required we can generate invoice for customers if there is no conflicts with our internal system.

CONSOLIDATION OF ESTIMATES, QUOTATIONS & INVOICES

We do not accept the consolidation of amounts due to the company. If you have been issued separate invoices, quotations or estimates they treated as independent orders and cannot and will not be consolidated by you the customer.

It is the right of "The Company" alone to determine if the separate orders shall be consolidated and if so you shall receive in writing a document from us stating such else the amounts shall be legally separate entities.

ENTERING OF CONTRACT OR TERMS AND CONDITONS

The signing of documentation on quotes, estimates, Invoice Pad, Invoice, Purchase Orders but not limiting shall be considered as entrance into contract.

The act of making payment to us for services rendered either by the offer of deposit or that of other payments made in relation to services shall also be considered as such.

The reply & acknowledgement to email correspondence is acceptance to that of the same. Use of the website and thereafter enquiry that then proceeds into business proceedings shall also be seen of the same.

The terms and conditions herein shall be president to that of any contact terms or any agreements in written form or email and you irrefutable agree in full of such.

GUARANTOR CLAUSE

The company requires for our customers to issue or pledge a guarantor to all of our business dealings. To simplify this process, we have provisioned the following clause to be actioned upon and by signing / undersigning of any of our documentation such as contracts, quotations, Estimates, BQ but not limiting.

The person or persons (Client) whom have signed any of our documents that are linked to our terms and conditions contractual obligation hereby enter into the contractual binding obligation as a guarantor against the contract obligations.

If in the event legal action was taken, the guarantor would be bound to any such contractual and legal obligations as set out.

The purpose of this clause is to avoid the risk of non-sincere customers evading payment byway of a "empty-shell" company or by removing funds from their company and closing down to avoid payment.

NON FOR PROFIT / VALUE ADDED SERVICE / SUBSIDIZE / INVESTMENT /VOLANTARY SCHEME

Throughout the normal business activities of the company you/clients will often ask for financial assistance from The Company to reduce the overall cost of the project or to gain additional works, services but not limiting for free.

NFP GRANT

Our company has a specific scheme called the NFP Grant which is applicable to non for profit organizations, hospitals, charities, schools, churches, mosques, temples, community buildings, old peoples homes and other such similar organizations.

There are some requirements needed in order to be eligible for the grant:

- (A) We will require a letter of thanks / recommendation from the actual NFP Organization.
- (B) If we are going through a 3rd party, the 3rd party is not allowed to make profit from the NFP works carried out.
- (C) In the event that A/B is triggered then the NFP Grant is revoked and all costs will be chargeable.

VALUE ADDED SERVICES

Value added services are works that we do as a token of good will to our clients. They are given as is and if the you/client is not satisfied with the end result there can be no responsibly put on The Company of such.

The requirements for VAS are:

- (A) We will require a letter of thanks / recommendation from the actual NFP Organization.
- (B) Google Review with thanks
- (C) Payment of the contract in full and no outstanding balance due.

In the event that A/B/C is triggered then the NFP Grant is revoked and all costs will be chargeable.

INVESTMENT

Sometimes clients will ask for The Company to become a partner or be move involved and work with them for a long term relationship.

If it is agreed upon that we are providing a financial investment as part of the contractual agreement then the following conditions apply:

In the event payment for the total contract value balance has not been paid full or there are outstanding payments against variation orders or other such money owed to The Company. The Company reserves the right to convert the investment amount into shares of the guarantor's company or companies.

This is calculated that the total contract sum, variation orders, other due payments are equal to 100% of the shares of the company. The amount that is owed to the company will be reflected in terms of a percentage and this will form the amount of shares that the companies is entitles to convert into shares; which you hereby agree to in full.

SUB CONTRACTED CONTRACTORS / VENDORS / SUPPLIERS OF THE COMPANY

The company at their discretion shall have the rights to appoint sub-contracted Contractors, Workers, Personnel, Contractors, Vendors, Suppliers but not limiting to carryout works on its behalf or for you the client to provide services.

The company reserve the right to apply mark-up to any of the services provided and reserve the right to make profit of such.

It is understood that there is a exclusivity trust and restrictive covenant between the company and its sub contracted parties to which you are not permitted whatsoever to do the following:

You are not permitted to engage these parties directly and may only do so through The Company.

You are not permitted to discuss price with these parties or request for a quotation directly.

You are not permitted to contact these parties by as yourself, though a friend, or 3rd party or by impersonating or disguising yourself as The Company in order to by way of fraud obtain quotations or documents but not limiting that was in connection to the business actives and interactions of the company and that of the sub contracted party.

For the avoidance of doubt, you are not permitted to pretend to be the company obtain the original quote and then use it against the company.

Any such acts shall be considered as "Criminal Breach of Trust", "Breach of Trust", "Fraud", Trickery, "Deception" but not limiting and it is considered a breach of contract.

THE RESULTS OF SUCH ACTS ARE AS FOLLOWS:

1. Breach of contract whereby all works shall stop onsite and the company reserve the rights to terminate the project and if a deposit has been paid you relinquish the right for return of the deposit.
2. The company reserve the right to charge you for any works carried out that are beyond the value of the deposit paid.
3. To take legal action against you for Breach of trust.
4. The right to remove / take back any items or works carried out until the breach of contract and still keep the deposit paid for.

CHOICE OF PRODUCT:

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 either the difference, or the loss in full.

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.

POLYMER 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.

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 o 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.

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.

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.

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.

HYBRID SOUND REDUCTION DOOR:

Using a combination of timber and glass construction to create the double door will give best possible results.

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.

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.

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.

PROJECTS - RENOVATION / CONSTRUCTION ETC:

WASTING OUR TIME:

We are more than happy to quote and help you in the pursuit of being awarded a 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.

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.

CHANGES TO PROJECT:

Any updates to project, request for additional services, new works to be carried out, variation order or change of design or instruction will require the backup of a email for documentation requirements.

If email correspondence has not been sent to reject change of works or new instruction and as such the work order has been done, after 48 Hours if no soft or hardy copy has not been emailed, sent or handed to reject such work it is considered as accepted as a requested made by the client.

For the benefit of doubt: a meeting onsite was to change the colour of change the number of doors from 3 unit to 5 units. What should have happened was an email to be sent from the customer to order for this work to be done. (WORK ORDER). The email was never sent, the doors were installed.

After 48 Hours there was no receipt of any rejection of said works. It was therefore accepted that the works was a confirmed order.

Later an Estimate / Work Order / V.O or Invoice was generated to inform the client of such cost.

Be warned if you do not send an email to reject the works done, then it will be considered acceptable.

Alteration of work, is subject to the following: The price that you have been given will be based on a package price if you remove items from this doesn't not translate as that price given to said service or item to be of the same value.

Further if you do remove the item and it is agreed by the company to do so we will give you a credit for any such items. Credits cannot be refunded into cash.

Any additional work is priced accordingly and drawn up as a separate contract and will be legally accepted as a separate legal agreement from each other it is not considered as one entity.

we always try our very best to complete work on time if this is part of a KPI or otherwise, however if in the event of completion failing to meet the deadline or original agreed timing then the company will its best to complete as soon as possible, and you accept this.

If in the event that you require to stay in a hotel for the above mentioned reason, the company is happy to pay for above cost on condition that it is hotel chosen by the company and the amount of days will not exceed 5.

EXCLUSIVITY:

Within the project of works you agree to grant "The Company" exclusivity for works herein. Meaning that if there any new developments with your project or changes you give "The Company" first refusal on such works. Specifically meaning that The Company is given the first choice to quote and carry out such works, however if The Company should refuse (only in writing) then you would be at liberty to approach others.

This includes but does not limit to, alteration and addition works, electrical works, sound

insulation works, acoustics, sound system, general design, expansion of your unit to other units either vertically, side by side or so on.

REASSIGNMENT:

In the event that there arises a dispute regarding the continuation of your contractual agreement with The Company, the continuation of the project or works that would by default be assigned to The Company, The continuation of Exclusivity, or any other action or event whereby The Company would be denied the right to continue performing works as a exclusive contractor.

Then you grant / give to the company reassignment of the works that The company would and could have performed which otherwise you would have denied them.

For the avoidance of doubt and in plain and simple terms:

You would give up your rights to the contract and give the legal rights for The Company 'us' to take over your contract directly with your client.

The company pricing to the client would remain the same as provided to you and if the contract with you and the client provided for you a profit then this profit would remain rightfully yours irrespective of if you were no longer dealing directly with the client.

HEAD HUNTING:

You are expressly prohibited from approaching, sub contracting, contracting using our personnel, contractors, sub-contractors, suppliers, workers or their families friends, 3rd party contacts but not limiting for any additional works for your current project or future projects indefinitely and accept this fully.

The only exception is via written consent from "The Company" to allow such.

We consider this to be a strict matter any misuse will be considered as breach of contract.

PAYMENTS & PROGRESSIVE PAYMENTS:

In order to ensure that the project runs smoothly you will be required to pay a deposit for each any every contract of work, work order, estimate, invoice, quote etc for work to start. If you fail to pay the deposit then work will not start and you may not use this as a reason later for complaints in time taken to complete.

If you do not make the progressive payments on time and in respect to either to the level of completion of works or that of the requirement set out in the paperwork then works shall either be slowed down as a result, work shall be stopped or even terminated by "The company" as because of the delay the work would then create a conflict with other jobs "The Company" has to do.

To be clear on this matter, if you were supposed to make a progressive payment on the 1st of month then delayed by 4 weeks. "The Company" have the right to terminate this job as you are in breach of contract. The implication of such is that: you will be required to pay compensation to "The Company" for delay in payment. The company may wish to finish the work done, but also you will be required to pay "Loss of earnings" amount that is set out by the time delay of the payment times the operations cost per day. This figure is calculated using the contract law of Singapore's guidelines.

PAYMENT TERMS:

WORK COMMENCEMENT WITHOUT DEPOSIT

A deposit is not always required in order for us to commence works such as:
Manufacturing of Materials, Products, Goods, etc
Procurement of Materials, Products, Goods, etc
Commencement of Acoustic Consultancy or other consultancy and Design Service etc
Actually starting construction or demolition but not limiting

What we would need is some form of acceptance via SMS, WhatsApp or email would be surfactant for us to:

(Example: "We have started manufacturing the materials." "Noted")

COMPANIES POSITON ON DEPOSIT AND RESEVE OF RIGHTS

If the deposit payment is not issued to the company:

- (A) The company reserve the right to do nothing until the deposit has been made.
- (B) The company reserve the right to give a "STOP WORK ORDER" at any time until the deposit payment has been made.
- (C) Terminate the contract with all termination fees chargeable.

If the deposit given amounts to less than 50% of the contract value:

- (A) The company reserve the right to do nothing until the deposit has been paid in full.
- (B) The company reserve the right to give a "STOP WORK ORDER" at any time until the deposit payment has been paid in full.
- (C) Terminate the contract with all termination fees chargeable.

PAYMENT TERMS CONTINUED:

All items, goods, services but not limiting remain the property of "The Company" until all amounts are paid off in respect of the paperwork.

This does not allow for reduction in cost to be reflected as paid off.

In the event that payment is delayed or disputed or non-payment "The Company" reserve the right to repossess any goods or services but not limiting that the company has supplied and is on the work site or otherwise.

you also agree for the "Company" or its "Agents" to take other such items from the worksite, office or other such location that are either your property or that of your companies or subcontractors to be used to offset against the value that you are indebted to "The Company".

Items that have been repossessed may be bought back from "The Company" if the company chooses to allow you to do so.

In the actions of Repossession damaged maybe caused to your property, this you accept and give up any of your rights to take legal action against "The Company" or its "Agents" for such. This you agree.

ACCURACY OF CONSTRUCTION:

Whist in our best efforts we will always try to ensure that design, vision, instruction is followed out accurately there maybe uncontrollable circumstance on site that may result in the implementation not being possible. The result maybe that the finished state may not be the same as the drawing.

Painting can also be a problem, sometime paint may look different from that of the colour

chart, or if mixed paint is used some colours may have problems in their appearance.

Sometimes for reasons beyond our control requirements in the paperwork may not be possible to achieve onsite this is you accepted and without further action being taken. If this is the case we will set a meeting to discuss the problem and see what the best way to address it.

Unless clearly defined in the contract with regards to exact measurements and detail drawings, installation may vary due to contractors best intentions for better result. 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. Failing that we will refund you either the difference, or the loss in full.

PRICING STRUCTURE & VALUE FOR MONEY:

We do our best to keep our prices competitive and fair to all. Every job that we do we give good levels of discount and that is reflected in our documentation.

Before proceeding with works we have given you pricing on please evaluate the price and double check to make sure that you are happy with this price.

Thereafter we do not accept reasons for delay in payment being that our price is too high and negotiation to lower price.

SAMPLES:

We do not supply normally supply samples of products or show solutions to the problems you are facing as part of our working practice. This is very simple if we show you how to solve the problem, you may wish to use a cheaper product from elsewhere. And as our consultancy charge and design charge are attached to our product price we would lose out. We have spent many years researching and developing into the best ways for noise control and we keep this information very safe with us, we hope you understand.

If you wish for samples or for us to offer consultancy then please see the relevant section of this document for more details.

DURABILITY / QUALITY CONTROL:

Our products have been designed for the purpose of Noise Control. When choosing our company you are looking for a solution to the above. Our priority and focus is on solving this problem. We do not create our systems or products to be for design purposes or for specifics like waterproof or to be damage resistant.

If you have specific requirements then you need to send this to us in the form or an email. For the benefit of doubt if this is not stated in signed agreement then we will not adhere to this requirement any time after, it also cannot be used as reason for holding of payment.

PURCHASE OF PRODUCTS AND DELIVERY:

For first time orders Full payment must be made upon ordering the products & materials on discretion of **"The Company"** for returning customers 50% deposit on order and the balance to be paid in full on delivery.

SHIPPING & RETURNS:

We are an international company and sell our services and materials to any country provide that it is legal to do so according to the laws of the land and international law.

When possible we will include the estimated cost for shipping, custom clearance, tax, etc etc. But this is only an estimate and the prices may increase or decrease.
We will do our best to ship items to you as soon as possible and will keep you updated when every you contact us on the ETA.

We also allow for you to organize your own shipping if you prefer.

Delivery in Singapore maybe subject to \$55 charge to cover fuel and staff to drop off the product to you. However if you spend more than \$1000 then the delivery is free.

REFUNDS:

Once accepted on the estimate or quotation we do not offer a refund on services. If in the case we have not installed a product then the installation amount can be refunded to you. In the case of submission such as URA, HDB, BCA etc we do not give a guarantee of a successful submission for any of these works, if in the event that a submission is not granted then you will be still required to pay for the material costs, submission cost, paperwork done but not limiting as the time has already been incurred to assist you in this project. This is firmly understood.

You hereby accept this non-refund policy and give up your right to take a claim out against the company in the future should you wish to change your mind.

The company will refer to this section should you do so and remind you. That you hereby agreed to summary judgement awarded in favour of the company against in any such claim made in respect to a refund of deposit.

REVIEWS/SOCIAL MEDIA & GRIVANCE POLCY

You hereby agree that you will not post any negative reviews, negative comments, defaming, damaging or negative ratings (less than 4/5 Star) against the companies, agents or staff. You will not post photographs that are intended create damage.

You will not use the internet or social media as a method as extortion to avoid payment of balance or to get items free or services.

In the case that our 3rd Party investigate or ourselves find evidence of such activities you will be given the following chances to rectify your breach:

(1) Warning phone call, (2) Warning SMS, (3) Warning Email

If you do not rectify we will take legal action against you and you agree to summary judgment in our favour for the above mentioned breach of contract.

ACCEPTANCE OF AGREEMENT:

In all matters that we conduct "The Company" and its "AGENTS" have on various forms of communication the action to: "read our terms and conditions" thereafter agree to them.

This document was either presented to you, in person, given to your project manager, other personnel in your company that signed paperwork, accounts department but not limiting, A web address given in SMS messages, Email correspondence, via searching our website but not limiting.

You hereby accept all these terms and conditions contained in this document and accept that these terms will supersede any terms drafted in other documentation you have.

WEBSITE

By the use of our website you agree to the terms and conditions of service found at www.ny-tc.com/TC.html

EMAIL

If you have replied to our emails, at the bottom of the email will state 'by replying to this email you accept our terms and conditions'.

DOCUMENTS

By the signing of documents you will find the same clause, that you have accepted in undesigning.

SMS

We will ask for you to read our terms and conditions as a clause in at least one SMS replying thereafter is considered as acceptance of these terms.

VERBAL

We will tell you in person to read through our terms and conditions and make a copy available to you.

OTHER

By allowing "The Company" to do any such work for you. You accept these terms and conditions else you shall not allow for work to start, or to engage in work.

POINT OF LAW

There can be no doubt that you have been made aware of our terms and conditions and again you hereby agree to this binding agreement. In cases of dispute we shall bring to your attention this document and thereafter you agree to concede to the implications of such fully and without argument.

Any such action that the company take legally against and towards you based on this breach of this agreement you hereby agree to summary judgment in favour of "The Company" should the matter be presented at a court of law in Singapore or any other country in the world.

This contract is subject to the governing laws of the republic of Singapore.

E&EO

"The Company" reserve the right to make alterations to this agreement from time to time as they feel fit.