

NOVATION AGREEMENT

THIS AGREEMENT is made the day of 201

BETWEEN:-

- (1) [] whose registered office is at [] (“the Employer”);
- (2) [] whose registered office is at [] (“the Main Contractor”); and
- (3) [] whose registered office is at [] (“the Lift Contractor”).

WHEREAS:-

- (A) The Employer has appointed the Main Contractor to construct the Main Contract Works (“the Works”) by an agreement dated [] (“the Main Contract”).
- (B) The Employer has appointed the Lift Contractor under a contract (“the Lift Contract”) to design and construct lift installation works as therein described (“the Lift Installation Work”).
- (C) The Employer, Lift Contractor and Main Contractor have agreed that from the date of this Agreement the Main Contractor shall assume the obligations of the Employer and that the Lift Contractor shall perform its obligations under the Lift Contract in favour of the Main Contractor and that the Employer and the Lift Contractor shall each release the other from any obligations owed by the other to them under the Lift Contract.

NOW IT IS HEREBY AGREED as follows:-

1. Novation

- 1.1 The Employer hereby releases and discharges the Lift Contractor from any and all obligations and liabilities owed to the Employer under the Lift Contract.
- 1.2 The Lift Contractor undertakes to perform the Lift Contract and to be bound by its terms in every way as if the Main Contractor were, and had been from the inception, a party to the Lift Contract in lieu of the Employer.
- 1.3 The Lift Contractor hereby releases and discharges the Employer from any and all obligations and liabilities owed to the Lift Contractor under the Lift Contract and accepts the liability of the Main Contractor under the Lift Contract in lieu of the liability of the Employer.
- 1.4 Without prejudice to Clause 1.2, the Lift Contractor warrants to the Main Contractor that it shall be liable for any loss or damage suffered or incurred by the Main Contractor arising out of any negligent act, default or breach by the Lift Contractor in the performance of its obligations under the Lift Contract prior to the date of this Agreement. Subject to any limitation of liability in the Lift Contract, the Lift

Contractor shall be liable for such loss or damage notwithstanding that such loss or damage would not have been suffered or incurred by the Employer (or suffered or incurred to the same extent by the Employer).

- 1.5 The Lift Contractor acknowledges that all payments properly due to the Lift Contractor under the Lift Contract up to the date of this Agreement have been paid by the Employer.
- 1.6 The Main Contractor undertakes to perform the Lift Contract and to be bound by its terms in every way as if the Main Contractor were, and had been from the inception, a party to the Lift Contract in lieu of the Employer.

2. Proper Law and Jurisdiction

This Agreement and the rights and obligations of the parties hereto shall be governed and construed according to HKSAR.

IN WITNESS whereof the parties hereto have executed this Agreement as a Deed the day and year first before written.

Executed as a Deed by)
[])
acting by:-)

Director

Director/Secretary

Executed as a Deed by)
[])
acting by:-)

Director

Director/Secretary

Executed as a Deed by)
[])
acting by:-)

Director

Director/Secretary