

## STANDARD TERMS & CONDITIONS

### 1. INTERPRETATION

1.1 In these Conditions, the following definitions apply:

**Acceptance Letter:** means the letter from the Supplier to the Customer accepting the Customer's Order.

**Conditions:** the terms and conditions set out in this document.

**Contract:** the contract between the Supplier and the Customer: for the sale and purchase of the Goods and Services governed by these Conditions.

**Customer:** the person or firm who purchases the Goods from the Supplier.

**Customers' Order:** the Customer's order for the Goods, as accepted by the Supplier in writing setting out the options in the Proposal which the Customer wishes to proceed with.

**Fees:** means the fees quoted in the Proposal.

**Force Majeure:** An event beyond the Supplier's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable.

**Goods:** the goods (or any part of them) set out in the Order.

**Proposal:** means the written proposal or quote provided by the Supplier to the Customer.

**Services:** means the services to be provided by the Supplier to the Customer as described in the Proposal and confirmed by the Supplier in its Acceptance Letter.

**Special Conditions:** means the special terms and conditions, if any, attached to the proposal or agreed between the Supplier and the Customer.

**Specification:** any specification for the Goods, including any related plans and drawings, agreed in writing by the Supplier.

**Supplier:** R&S Building Services Engineers Ltd or R&S Facilities Management Ltd

**Warranty:** Period the duration of any warranty in relation to the Goods as notified in writing by the Supplier to the Customer.

### 2. BASIS OF CONTRACT

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, unless agreed between the two parties in writing.

2.2 The Order constitutes an offer by the Customer to purchase the Goods and Services incorporating all of these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate. The Supplier reserves the right to accept the Customer's Order in whole or in part.

2.3 The Supplier shall not be obliged to accept any order placed by the Customer. The Contract shall come into existence only when the Supplier deems to accept the Order, i.e. via the issue of a Letter of Acceptance.

2.4 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.

2.5 A quotation or Proposal for the Goods and Services given by the Supplier is a mere invitation to treat and shall not constitute an offer. Unless previously withdrawn a quotation shall only be valid for a period of 30 days from its date of issue or such other period as is stated in it and is subject to withdrawal or change at any time.

### 3. GOODS

3.1 The Goods are described in the Proposal as modified by any applicable Specification.

3.2 The Supplier reserves the right to amend the specification of the Goods;

3.2.1 providing such amendment does not materially affect the quality of the Goods; or

3.2.2 if required by statutory or regulatory requirements.

### 4. DELIVERY OF GOODS

4.1 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree at a time agreed between the Supplier and the Customer after the initial order has been placed.

4.2 Unless otherwise agreed in writing the Customer shall be responsible for unloading the Goods at its own cost.

4.3 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.

4.4 Any dates quoted for the delivery of Goods are approximate. The time of delivery shall be agreed between the Supplier and the Customer once the Customer has placed an order for the Goods.

4.5 If the Customer fails to accept delivery of the Goods when they arrive at the Delivery Location, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:

4.5.1 delivery of the Goods shall be deemed to have been completed when the Goods were tendered for delivery at the Delivery Location; and

4.5.2 the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses including insurance and the Supplier shall have no liability to the

Customer for damage to the Goods occurring during this period of storage.

4.6 The Supplier may deliver the Goods by instalments, which shall, unless otherwise agreed in writing be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

4.7 Deliveries shall be deemed to be complete and contain all items which the Supplier purports to have delivered unless:

4.7.1 the Customer give notice in writing to the Supplier within 7 days of receipt of the Goods that the delivery was short.

4.7.2 the Customer gives notice in writing to the Supplier within 7 days in the case of damage during transit or a defect discoverable on reasonable inspection of the goods at the time of delivery; or

4.7.3 in the case of a defect which only becomes reasonably discoverable after the date of delivery, within 7 days of the date when the Customer could have discovered the defect on reasonable inspect of the Goods.

4.8 Subject to Condition 4.7 and 5.2 provided that the Supplier has been given reasonable access to examine the Goods and is in agreement that the Goods are defective the Supplier shall at its option, repair or replace the defective Goods, or refund the price of the defective Goods.

### 5. SUPPLY OF SERVICES

5.1 The Supplier shall provide the Services with reasonable skill and care.

5.2 The Services shall be as described in the Acceptance Letter or as described within the Proposal if no Acceptance Letter has been generated.

5.3 The Contract shall be deemed complete when the equipment installed or serviced is handed over to the Client after completion of the activities described within the Proposal.

### 6. QUALITY

6.1 Subject to Condition 6.2, the Supplier warrants that on delivery, and for any Warranty Period, the Goods shall:

6.1.1 conform in all material respects with their description and any applicable Specification; and

6.1.2 be free from material defects in design, material and workmanship.

6.2 The Supplier shall not be liable for Goods' failure to comply with the warranty set out in Condition 6.1 in any of the following events:

6.2.1 the Customer has not complied with Condition 4.7;

6.2.2 the Customer makes any further use of such Goods after giving notice in accordance with Condition 4.7;

6.2.3 the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;

6.2.4 the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer;

6.2.5 the Customer alters or repairs such Goods without the written consent of the Supplier;

6.2.6 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

6.2.7 the Goods differ from their description or the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

6.3 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

### 7. TITLE AND RISK

7.1 The risk in the Goods shall pass to the Customer on completion of delivery.

7.2 Notwithstanding delivery and the passing of risk in the goods title and property in the Goods including full legal and beneficial ownership shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods

### 8. PRICE AND PAYMENT

Unless separate payment terms [Special Conditions] have been agreed between the Supplier and the Customer in writing the following shall apply:

8.1 Price and payment shall be governed by these terms and the Acceptance Letter signed by the parties (if any). In the event of conflict between these terms or an Order and the Acceptance Letter, the Acceptance Letter shall prevail to the extent of the conflict or inconsistency. The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier's published rates list in force as at the date of delivery (in each case as modified by any Acceptance Letter). In the event of any inconsistency between any of the documents, the order of precedence of these documents is as follows:

8.1.1 the Acceptance Letter

8.1.2 the Special Conditions

8.1.3 these Conditions

8.1.4 the Proposal; and

8.1.5 the Customer's Order

8.2 The Supplier may, by giving notice to the Customer at any time before delivery, increase the price of the Goods or Services to reflect an increase in the cost of the Goods or Services that is due to:

8.2.1 any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

8.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or

8.2.3 any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.

8.3 Unless specified otherwise within the Contract, the price of the Goods is exclusive of the costs and charges of packaging,

insurance and transport of the Goods, which shall be invoiced to the Customer.

8.4 The price of the Goods is exclusive of amounts in respect of value added tax (VAT). The Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods.

8.5 The Supplier may invoice the Customer for the Goods on or at any time after the completion of delivery. The Supplier may invoice the Customer for Services at any time after the Services have been delivered.

8.6 The Customer shall pay the invoice in full and in cleared funds within 30 days of the date of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier. Time of payment is of the essence.

8.7 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

8.8 In the case of late payment of any amounts due and payable by the Customer to the Supplier under these Conditions, the Supplier may, after having notified the Customer in writing suspend its performance of its obligations under these Conditions until payment of the outstanding amount is made to the Supplier.

### 9. TERMINATION AND SUSPENSION

9.1 If the Customer becomes subject to any of the events listed in Condition 9.2, the Supplier may suspend provision of the Goods under the Contract or terminate the Contract with immediate effect by giving written notice to the Customer.

9.2 For the purposes of Condition 9.1, the relevant events are:

9.2.1 the Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986.

9.2.2 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;

9.2.3 any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Condition 9.2.1;

9.2.4 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;

9.2.5 the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

9.3 Customer fails to pay any amount due under this Contract or any other contract between the Supplier and the Customer on the due date for payment.

9.4 On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices.

9.5 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations or liabilities that have accrued as at termination, and the Customer acknowledges and agrees that the Fees are non-refundable notwithstanding early termination by either party under these conditions.

9.6 Conditions which expressly or by implication survive termination of the Contract shall continue in full force and effect.

### 10. LIMITATION OF LIABILITY

10.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

10.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

10.1.2 fraud or fraudulent misrepresentation;

10.1.3 breach of the terms implied by sections 9-11 (inclusive) in relation to Goods and sections 49-53 (inclusive) in relation to Services of the Consumer Rights Act 2015;

10.1.4 any matter to the extent which it would be unlawful for the Supplier to exclude or restrict liability.

10.2 Subject to Condition 10.1:

10.2.1 the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, business interruption or any indirect or consequential loss arising under or in connection with the Contract; and

10.2.2 the Supplier's total liability to the Customer in aggregate for all claims in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, other act, default, omission, statement or otherwise, shall in no circumstances exceed the total amount paid by the Customer to the Supplier under the Contract.

10.3 This clause does not affect the position of a Customer where purchasing as a consumer, when the Customer's statutory rights are not affected.

### 11. ASSIGNMENT.

11.1.1 The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

11.1.2 The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.