

COOLMASTA LTD TERMS AND CONDITIONS OF TRADING

- 1. VALIDITY.** We endeavour to hold our prices for as long as possible, however we can only guarantee this quotation for 60 days. Costs in this quotation may be subject to change if only certain elements are ordered due to package price discounts.
- 2. ELECTRICAL.** The provision of electrical supplies, and any electrical works are not included.
- 3. EXCLUSIONS.** Anything not specifically mentioned is excluded.
- 4. INSTALLATION & ACCESS.** For installations we assume a clear, level, ground floor site with unrestricted access for immediate start. Any delays outside of our control are chargeable. All wasted days are non refundable. Return visits are chargeable.
- 5. DELIVERIES & ACCESS.** For delivery only we assume a kerbside delivery for immediate unload by others. Any refused deliveries are non refundable. Redelivery is chargeable. Once goods have been accepted on a delivered only basis for installation by others, Coolmasta Ltd will not be held accountable for any damage to the parts delivered, the quality of the installation and performance of the built product.
- 6. VAT.** VAT is charged in addition to the quoted nett prices.
- 7. ACCEPTANCE OF OUR QUOTATION** invokes these conditions, which will not be varied except with our written agreement on our firm's headed paper. No representations or recommendations will be binding on us unless made on our headed writing paper and signed by a partner.
- 8. PERIOD OF TENDER OR QUOTATION.** Open for acceptance in writing within 30 days therefore expires automatically if not accepted within this time.
- 9. PRICE.** Where no price has been quoted, the price is as listed in our Price List current at the date of acceptance of the order. All prices and charges are quoted exVAT unless otherwise stated. Where prices quoted include installation/erection these assume at all times as required the provision of a clear and prepared level base which, if not provided, we shall charge extra as appropriate. Quotations cover the supplied items only (unless specified to the contrary) and do not include sub-contractors or other trades' work, including any building or electrical work. Installations are assumed to be carried out during normal Mon-Fri working hours only and on the basis that we will be permitted to work continually until completion of the installation with no delays whatsoever due to matters reasonably outside our control.
- 10. COMPLETION AND DELIVERY.** Dates and times quoted are estimates only and the time shall not be of the essence and we shall not in any event be liable for the delays due to strikes, lock-outs, national shortages of materials or other causes beyond our control. If we become liable for failure to deliver either on time as agreed or at all, liability shall be limited to the extra cost our customer (in the cheapest available market) of similar goods to replace those not delivered over the agreed price and shall not extend to the loss of profit. If we are required to store the goods due to any delay other than our own, our customer will pay storage and other costs as appropriate.
- 11. INSPECTION.** The buyer or the person to whom the goods shall be delivered at the buyer's request shall inspect the goods immediately upon delivery. Unless the buyer or such persons shall give written notice to the contrary within three days of the delivery of the goods shall be deemed to be in all respects in accordance with the contract and to have been accepted by the buyer and shall be bound to pay for the goods accordingly.
- 12. SPECIFICATION.** We reserve the right to make any changes, which are required to conform to any applicable safety or other statutory requirements.
- 13. CANCELLATION BY THE BUYER.** We shall make the buyer liable to us for all losses (including loss of profit), costs of labour and materials used and charges and expenses incurred by us.
- 14. DRAWINGS.** Unless expressly stated, drawings submitted by us are not warranted as to detail and all copyright shall remain our property.
- 15. PAYMENT.** Pro-forma payments need to be made prior to any goods being manufactured or delivered. Account customers payments (subject to agreed credit facilities) shall be made within 30 days of our invoice notwithstanding that delivery may not have taken place and the proportion the goods may not have been passed if such are due to our customer delays. Interest will be payable at the rate of 2% per month above current bank rates on accounts outstanding beyond the due date for payment. Until payment is made all goods remain our property and we shall be entitled to remove our items from where ever they may be without any further permission. Where goods are delivered for services rendered in instalments or parts, each shall constitute a separate contract to the extent that we shall be entitled to delivery invoices from time to time in respect of each supply. Failure to pay any invoice by the due date shall entitle us to regard our subsequent obligations as being at an end. Where any invoice becomes overdue we reserve the right to demand immediate payment of all monies outstanding even if not overdue.
- 16. INSTALLATION.** If the customer delays installation 7 days beyond the agreed date the company shall be entitled forthwith to invoice 80% (plus VAT) of the total price. If our customer fails to take delivery or to give adequate delivery instructions then we may store the goods until delivery is achievable and charge our customers therefore and/or sell all the goods at the best price reasonably obtainable and after deducting all reasonable expenses, account to our customer for the excess over any price paid.
- 17. DEFECTIVE MATERIALS.** Goods represented by the Buyer to be defective shall not form the subject of any claim by the Buyer for any loss, damage or expense whatsoever arising directly or indirectly from such defects but such goods if returned to the Seller and accepted by the Seller as defective will at the request of the Buyer and if practicable be replaced

as originally ordered. Defects in quality or dimensions or number in any delivery shall not be ground for cancellation for the remainder of the Order of Contract.

18. RISKS AND PROPERTY. Risk of danger and loss shall pass to our customer in case of goods to be collected at the time when our customer is notified that goods are available for collection. In the case of goods to be delivered, at the time of delivery or if our customer wrongfully fails to take delivery, then when delivery is tended. Notwithstanding delivery and the passing of risk or the aforesaid ownership in the goods shall pass until we are paid in full. Until our customer has paid we shall be entitled at any time to require our customer to deliver up the goods to us and upon failure to do so we may enter upon any premises of our customer or any third party where the goods are stored and repossess them.

19. WARRANTIES. We shall replace equipment on a "parts only" basis and we shall remain entitled to charge for our labour involved in replacement/installation of parts. We shall be under no liability in respect of any defect in the goods arising from any drawing, design or specification supplied by our customer. Any warranty given does not extend to parts, material or equipment not manufactured by us in respect of which our customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer. Our customer must notify us forthwith in writing upon discovering any defects or failures; we shall be entitled to replace the goods (or the part in question) free of charge or at our discretion to refund to our customer the price paid (or a proportion of part of the price paid) for the goods without further liability. Coolmasta Ltd shall hold no liability for any loss of product resulting from any equipment failure sold on a "parts only warranty".

20. INSOLVENCY OF OUR CUSTOMER. In such event we shall be entitled to cancel the contract forthwith or suspend any further deliveries without any liability and if goods have been delivered but no paid for, the price shall become immediately due.

21. RECOVERY OF DEBT BY OUTSIDE AGENCY. We reserve the right that should we have to submit the account to a collection agency a charge of 10% of the total outstanding on the account shall be charged to you the customer on the top of the debt already owed.