

## TERMS AND CONDITIONS OF SALE

### GENERAL

1. The 'goods or equipment' shall mean any appliance or machinery supplied by Green Cooling Ltd further referred to as 'The company'
2. All orders accepted by us are subjected to these terms and conditions which override any other terms of sale unless stated otherwise in writing by us.
3. You may not assign your contractual rights to a third party without our consent.
4. The terms and conditions of sale shall in all respects be governed and construed in accordance with English law.

### WARRANTY

1. Provided you have complied with our contractual terms of payment then all goods are guaranteed by us against faulty material and workmanship for the same period as and to the same extent as they are guaranteed by the manufacturers.
2. No liability can be accepted in respect of goods that have been mis-used or the result of wilful or accidental damage.
3. Warranties on equipment will only be our responsibility if a qualified engineer installs such equipment.
4. Certain goods (e.g. refrigeration) require regular maintenance/ servicing even under warranty, in accordance with manufacturers recommendations. We will carry out such service either under a separate service agreement or at your request on an ad hoc basis at our normal charging rate. Defects arising from a failure to regularly service and maintain the goods are excluded from our warranty and any labour and parts to rectify such defects will be charged at our normal rate. Unless you enter into a service agreement with us on our normal contractual terms, no service will be provided.
5. Length of warranty on second hand equipment will be specified on sale of such equipment in accordance with above exclusions.

### INSTALLATION

1. We will not accept responsibility for the incorrect installation or adjustments of equipment by others.
  - a) You are responsible for ensuring that the gas/ electricity/ water/ waste service supplies terminate with a suitable isolation valve within one metre of the position of each of the goods requiring such service and our quotation / price does not include for providing such a supply.
  - b) You will provide a clear site for installation.
  - c) Installation is to be carried out during normal working hours.
  - d) We shall not be responsible for the making good of any building works or paintwork which becomes necessary as a result of our installation.
  - e) We shall not be responsible for the removal of existing goods, connecting to your existing goods, scaffolding, electrical, earth bonding or the obtaining of building regulation approval, bye law, or landlords' permission relating to the installation.
  - f) There will be an additional charge for any necessary dismantling and rebuilding of equipment to gain access to the installation area.

### DELIVERY

1. Delivery dates are given as accurately as possible but are not guaranteed, and are subject to an extension to cover delay caused by shortage of stock, strikes, lockout, fire, breakdowns, force majeure or any other event beyond our control.
2. Failure by us to deliver the goods by such an estimated date or part whole deliveries, shall not entitle you to repudiate the contract or claim compensation for such failures.
3. The goods shall be delivered to you at the address requested, and we shall not be obliged to deliver elsewhere unless we have otherwise stated in writing.
4. Once delivered, goods are not covered by our insurance and become your responsibility.
5. Unless otherwise stated on quotations or acknowledgements, all deliveries are to a ground floor clear area, and assistance with off loading will be required. Placing in position / installation if required will be liable to an additional charge. A quotation will be given on request.

### CLAIMS

1. You should inspect the goods immediately upon delivery. Claims arising from damage or partial loss of goods in transit must be made in writing to us and the carrier so as to reach us within 3 days of delivery and claims for non-delivery within 10 days of the latest quoted date by us for delivery.

### LIABILITY

1. We shall not be liable for indirect loss or third part claims occasioned by delaying, completing or delivering goods or any loss to you arising from delay in transit, or breakdown of equipment.

### RISK

1. The risk in the goods shall pass from us to you upon delivery of the goods by us to you or your agent.

### PRICE

1. Unless it is a term of the contact that the price (exclusive of v.a.t packing & carriage) quoted, shall remain fixed, the price shall be that ruling at the date of delivery of the goods.
2. All prices quoted are exclusive of vat which will be charged at the rate in force on the date of delivery.

### PAYMENT

1. Payment is due in accordance with the credit terms agreed when the account was opened or as stated on a quotation, new customers are asked for 40% of the invoice value as an upfront payment, with balance stage payments as agreed.
2. Where no other payment terms are agreed, payment is to be made in full in cash, cleared cheque or bankers draft on notification that the goods are ready for Dispatch, or on collection.
3. We reserve the right to change interest at a rate of 5% per month above the Bank of England base rate on overdue accounts.
4. If an account is overdue then further supplies may be withheld until full payment has been received.
5. An agreement to supply you with goods on credit may be terminated if accounts are not paid on time.

### OWNERSHIP

1. Although you may take possession of the goods, the ownership therein shall remain with us until you have paid for them in full.
2. Any insurance monies paid to you in respect of your risk with regard to damage or destruction of goods or in the event of you selling the goods the entire proceeds shall be held in trust for us to the extent that payment has not been made in full, and shall not be mingled with other monies or paid into any overdrawn bank account and shall at all times be identifiable as our monies.
3. If payment is overdue in whole or part, either we or a third party authorized by us shall be entitled (without prejudice to any of our other rights) to recover or recall the goods and may enter any premises where the goods are situated for that purpose, such rights to include severance where necessary from reality.
4. In case of non-payment, we shall be entitled to repossess or trace the goods or the proceeds of sale from you or your liquidator or receiver, or from any purchaser or other person claiming to draw title from you.

### SUB CONTRACTING

1. We shall at our discretion be entitled to subcontract or assign all or any of our obligations hereunder.

### DRAWINGS/DESIGNS/DESCRIPTIONS

1. Unless expressly stated, drawings submitted with an estimate or quotation shall not be binding as to detail.
2. We reserve the right to modify or vary the design and specification without notice, to take account of site conditions.
3. Where plans or dimensions are agreed with us from which measurements are taken in order for us to purchase or supply goods, then we shall not be liable for any mis-statement as to area or dimension subsequently found to be incorrect and any costs or losses arising from such mis statement or alterations to the premises shall be your responsibility.
4. Prices quoted for equipment are for the delivery of goods to site only. Labour and materials for installation equipment and/or existing equipment will be quoted or estimated for separately.
5. All drawings/designs remain our property and must not be used without our written consent. We reserve the right to make a charge for drawings/designs, or any cancelled/not accepted schemes.

6. Although every effort is made to ensure that descriptions and illustrations in catalogues and leaflets are correct, they do not constitute a sale by description.

7. All drawings are copyright and must not be copied or passed to a third parties without our prior consent.

### COMPLETION

1. Signature on delivery notes, job sheets (for service & repair), completion certificate (for installations), will constitute full satisfaction with the work done, materials and/or parts, and goods supplied.

### CANCELLATION

1. Cancellation of an official written or verbal order may be liable for a charge of up to 30% of the order value, or at a rate applicable to the manufacturer's conditions, where special items of manufacturer are involved.
2. We cannot accept cancellation of orders for equipment made to customer's specifications once manufacture has commenced.

### ACCEPTANCE

1. Receipt of our confirmation of sale, written quotation/estimate or the placing of an order written or verbal by you, constitutes acceptance of the terms and conditions of sale.

### TRANSFER OF PROPERTY

The Company reserves, in accordance with Section 19 of the Sale of Goods Act 1979, the right of disposal of and retains all right and title to any Goods delivered to the Customer under any contract so that the Customer will hold the Goods as bailee for the Company until payment in full of (a) all sums due from the Customer on any account whatsoever (whether such sums are due on delivery or are the subject of any credit agreed or granted for any period thereafter) and (b) any other sums due from the Customer at the date of delivery on any other account (in this clause referred to as "Payment")

(i) The Customer shall keep the Goods separate and clearly identified as the property of the Company.

(ii) The Customer shall keep the Goods fully insured and if the Goods are lost, destroyed or damaged, shall hold the proceeds of insurance for and to the order of the Company. (iii) The Customer shall not have the right to dispose of the Goods to any third party except as agents for and on behalf of the Company and the Customer shall hold the entire proceeds of sale in trust for the Company and shall not mingle the proceeds of sale with other monies or pay them into any overdrawn bank account and shall ensure that they are at all times identifiable as the Company's monies or shall if the Company so requires authorise and direct such third party to pay to the Company all sums due to the Customer in respect of the Goods sold and assign to the Company the debt owed to the Customer by such third party. (iv) Notwithstanding that the Goods shall remain the exclusive property of the Company until Payment, the Customer shall be entitled to incorporate the Goods in other Goods in the ordinary course of manufacture and all the Company's rights in and the Customer's obligations in respect of the Goods shall extend to the new product provided that the Company's title shall not extend to any items incorporated in the new product supplied by the Customer or a third party and the Company shall not lay claim to the proceeds of sale of any items so supplied. If payment is overdue or if any order is made or an effective resolution passed for the winding up of the Customer or if an encumbrance takes possession or a receiver is appointed in respect of any of the assets of the Customer or if a distress, execution, sequestration or other process is levied or enforced upon any of the assets of the Customer or if the customer ceases or threatens to cease to carry on business or becomes unable to pay its debts within the meaning of Section 518 of the Companies Act 1985 or if the Customer shall make any arrangements or composition with its creditors or if any equivalent or similar event shall arise in relation to the Customer in any jurisdiction then and in any such event the Company may (without prejudice to any other right or remedy available to it) enter upon the Customer's premises without notice and recover the Goods and as between the Company and the Customer this condition will constitute the authority of the Customer and the Company to enter upon the premises of any other person holding the Goods on the Customer's behalf and on whose property the Goods may be and to remove the Goods. If the Customer requests and the Company agrees to install the Goods or any part or parts thereof title in the materials supplied but not used in any such installation shall at all times as between the Customer and the Company remain the property of the Company. The Customer shall impose like reservations of title to those in this Condition under any contracts with third parties which he may enter which include any of the Goods (either in their original state or in an altered state) as are necessary to secure and safeguard the interest of the Company until payment in full of all sums owing by the Customer to the Company.

### SUPPLY OF LABOUR

In the event that the Company provides personnel to assist the Customer in effecting installations and/or repairs the following conditions shall apply:-

- (a) All such personnel shall at all times whilst on the site carry out only those orders which shall be given to them by the representative of the Company.
- (b) The Customer shall ensure that the personnel of the Company shall be permitted to work continuously and if for any reason beyond the control of the Company the carrying out of the installation or repairs shall be interrupted or suspended by direct indirect or consequential loss, expenses or costs howsoever arising shall be borne by the Customer.
- (c) The costs and expenses of the personnel supplied by the Company shall be paid by the Customer at the rate specified in the quotation and/or at the Company's discretion upon the basis of daily report sheets signed by the representative of the Company on site and counter-signed by the Customer or its representative.
- (d) The Customer shall provide such lifting tackle, auxiliary labour and materials, heating and illumination of the site as may be required by the personnel of the Company for the carrying out of the installation or repairs.
- (e) The Customer shall insure in an adequate amount and against the usual risks its own personnel who whilst working under the orders of the personnel of the Company remain the entire responsibility of the Customer and shall also insure the Goods, tools, materials and equipment of the Company against fire and theft without any form of exclusion.
- (f) The costs and expenses of the personnel supplied by the Company shall be paid by the Customer to the Company unless otherwise stipulated by the Company within thirty days of the relevant installation or repairs.

### PART PAYMENT

The Company reserve the right to part invoice on any project that has been put back by 14 days or more from the receipt of an official start date.

The invoice would be partly done in 2 areas;

- (a) Any refrigeration, heating equipment or any other associated equipment that has been provided paid for in advance by the Company.
- (b) Any fabrication or extraction for the project in hand.

### VARIATION OF PURCHASE PRICE

Prices quoted by the Company are based on costs at the date ("Acceptance Date") of the Company's despatch of the official acceptance of the Customer's purchase order and are subject to variation by the Company to the extent that:

the prices paid for the goods by the company to its suppliers are varied after the acceptance date.

The cost to the company of materials, labour, parts, accessories and services is varied after the acceptance date

the price the Company pays for the Goods is increased in terms of the currency in which the price

quoted to the Customer is expressed due to a variation in the

exchange rate between the Acceptance Date and the date of payment of the contract price comes into

force between the Acceptance Date and the date of payment of the contract price