



COLDCURVE LIMITED  
THE OLD MOY SCHOOLHOUSE  
MOY  
INVERNESS-SHIRE  
IV13 7YE

# **COLDCURVE LTD**

## **TERMS AND CONDITIONS OF SUPPLY OF SERVICES**



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#### 1. Definitions

- 1.1 "Buyer" means the person or company issuing the Purchase Order.
- 1.2 "Supplier" means Coldcurve Ltd, to whom the Purchase Order is issued.
- 1.3 "Services" means those services specified in the Purchase Order to be supplied by the Supplier (whether directly or through agents) under the Contract.
- 1.4 "Equipment" means the equipment and/or applications and/or software specified in the Purchase Order to be supplied by the Supplier (whether directly or through agents) under the Contract.
- 1.5 "Purchase Order" means the Buyer's Purchase Order as received by the Supplier.
- 1.6 "Quote" means the Supplier's Quote as given to the Buyer, referenced to in the Purchase Order.
- 1.7 The "Contract" means the contract between the Buyer and the Supplier consisting of the Purchase Order, the Quote, these Terms and Conditions, and any other documents or parts thereof as specified in the Purchase Order. No other documents, variations or amendments to the Contract shall form part of the Contract unless expressly agreed to in writing by both parties.

#### 2. Purchase Order

- 2.1 The Buyer is liable for the cost of all Services/Equipment stated in the Purchase Order unless a formal cancellation is made in writing (see Section 14 for Terms and Conditions of Cancellation).
- 2.2 The Purchase Order must state the reference number of the appropriate Quote supplied.

#### 3. Quality and Installation

- 3.1 The Buyer is responsible for ensuring all other equipment and/or software used in conjunction with the Services/Equipment specified in the Purchase Order are fit for service, and is liable for any costs incurred for damages to the Supplier's equipment and/or property and the Services provided as per the Purchase Order resulting from faulty equipment and/or software belonging to the Buyer.
- 3.2 Equipment must be installed in a weatherproof location/or as stated the Supplier's recommendations.
- 3.3 The Equipment must be installed/maintained so that the integrity of the unit is not affected, using a solid vertical surface capable of supporting the working weight of the equipment or a firm level floor capable of supporting the weight of the equipment.
- 3.4 The Buyer is responsible for ensuring safe and easy access protected from unauthorised access. The installation (if by others) should be in a working area only if it is necessary to the process being carried out there and built specifically for that use.
- 3.5 If the Supplier is not installing the Services/Equipment stated in the Purchase Order, the Supplier is not responsible for any damages and/or faults occurring wholly or partly as a result of the installation process.



#### 4. Customer Responsibilities

- 4.1 To ensure that the person responsible for managing the equipment is available on site at the time of an engineer's pre-arranged visit to sign the engineer's visit report and to authorise any work required on the equipment involving additional charges for either parts or labour.
- 4.2 To keep unit secure and prevent malicious or accidental tampering with the unit
- 4.3 Monitor the system on a regular basis to ensure correct system function.
- 4.4 As far as is necessary to supply specific details regarding the circumstances and nature of any failure of the equipment.

#### 5. Delivery

- 5.1 The Supplier is responsible for delivering the Services/Equipment by the date specified in the Purchase Order, unless a different date is agreed to in writing by both parties or a delay is encountered by the Supplier outwith the Supplier's control (see Section 7).

#### 6. Commissioning (if installation by others)

- 6.1 10 working days notice of commissioning is required. A official order must be received in writing by post/fax/email and the Buyer must receive an official receipt of the order from the Supplier.
- 6.2 Cancellations of commissioning received less than two working days before due date will be subject to a cancellation charge. Commissioning will be carried out within normal working hours which are 09.00 - 17.00 Monday to Friday. Commissioning on weekends or outside normal working hours will incur additional charges.
- 6.3 Commissioning is charged at price stated in the Quote and is based on the quoted commissioning time on site, additional hours may be charged.
- 6.4 If commissioning cannot be completed at the time of the commissioning visit due to incorrect installation, missing parts or in-accessible the commissioning fee remains the payable and charges for additional hours may be incurred.
- 6.5 Any call-out which at the sole discretion of our engineer is found to be as a result of incorrect commissioning by any person other than a Coldcurve Ltd engineer, then normal call-out charges will be levied whether the unit is in or out of warranty.

#### 7. Force Majeure

- 7.1 The Supplier reserves the right to deliver after the date specified in the Purchase Order if a delay is caused by instructions or lack of instructions from the Buyer or by any other cause beyond the reasonable control of the Supplier such as an Act of God or failure on the part of a sub-contractor or sub-supplier.

#### 8. Liabilities for Delay

- 8.1 If the Buyer is responsible for any delay, the Buyer must still pay the specified amounts on the estimated delivery/completion dates as stated in the Quote unless otherwise agreed.



9. Price

9.1 The price of the Services/Equipment is as stated in the Quote.

10. Payment

10.1 Payment of invoice(s) must be paid by the Buyer within 30 days of the invoice date.

10.2 Order(s) of over £5000 must be paid in advance unless otherwise stated.

10.3 Payment will be made in the currency specified in the invoice.

11. Defects in Services/Equipment after Delivery

11.1 The Buyer is responsible for ensuring suitable maintenance to the Services/Equipment supplied and the Supplier is not responsible for any defects to the Services/Equipment caused by a lack of maintenance or by amendments to the Services/Equipment carried out after delivery by the Buyer or a third party.

11.2 The Supplier is not responsible for any damage to a third party due to misuse of the Services/Equipment supplied.

12. Warranty

12.1 Warranty covers the parts and labour for 1 year from the date of handover or dispatch (see Quote) of the Services/Equipment but excludes:

(A) repair by persons other than the Supplier

(B) incorrect commissioning or repair by persons other than Coldcurve Ltd engineers

(C) Any reason other than mechanical or electrical breakdown.

12.2 The warranty can be extended as required at an additional cost.

13. Confidential Information

13.1 Any information, whether written or oral, disclosed by the Supplier to the Buyer shall be confidential and the Buyer shall not disclose it to any person (other than those of its employees to whom disclosure is essential provided the Buyer obtains an undertaking of confidentiality from such employees) or use it for any other purpose other than the performance of this Contract, without the prior written permission of the Supplier and vice versa.

14. Cancellation

14.1 If the Buyer fails to comply with the Terms and Conditions of the Contract, thereof and without prejudice to the Supplier's other rights, the Supplier may cancel the contract in whole or in part, without any cost liable to the Supplier.

14.2 The Buyer may for any other reason by written notice to the Supplier cancel the Contract at any time, in whole or in part. Upon receipt of such notice the Supplier shall immediately cease all work in performance of the Contract. The Buyer shall pay the Supplier for all Services/production of Equipment already completed or whose manufacture is already in progress at the time of cancellation, and shall pay for all materials and Services/Equipment for which obligation to pay on the part of the Buyer has arisen before such date of cancellation OR a cancellation fee of 20% of the total cost as stated in the Quote, whichever amount is the larger.



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15. Insolvency

- 15.1 If the Buyer becomes insolvent or (being a Company) makes an arrangement with its creditors or has a receiver or administrator appointed, commences to be wound up or is subject to amalgamation or reconstruction, the Supplier may, without prejudice to any of its rights, terminate the Contract forthwith by notice to the Buyer or any other person in whom the Contract has been vested.

16. Advertising

- 16.1 The Buyer must not refer to the Contract in any form of advertising without the Supplier's written consent.

17. Law

- 17.1 It is the Buyer's responsibility to ensure that the proposed Services/Equipment referred to in the Purchase Order will be used according to the laws of the country in which the Buyer is located.

18. Arbitration

- 18.1 All disputes arising out of or in connection with this contract shall be referred to arbitration by one arbitrator in accordance with the Rules or Arbitration of the International Chamber of Commerce. The arbitration shall be held in the Capital City of the Country in which the Supplier is located and the language of the arbitration shall be in English.

19. Notices

- 19.1 Any notice given under the Contract shall be served at or sent to the address of the Buyer or the Supplier shown on the Purchase Order or such other address as the Buyer or the Supplier shall notify to the other party. Notices sent by inland first class post shall be deemed to have been received within two working days after dispatch and by overseas airmail seven working days after dispatch.