



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

COLDCURVE LTD

INFORMATION



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PRICE LIST FOR SERVICES



2016 PRICE LIST

CONTROL SYSTEM MAINTENANCE & DESIGN

P.L.C. - H.M.I. - S.C.A.D.A - SOFTWARE & HARDWARE DESIGN SPECIALISTS

STANDARD HOURLY RATES

DAY RATE 9.00AM > 5.00PM

1. HOURLY RATE = £58.00

EVENING RATE 5.00PM > 12.00AM

1. HOURLY RATE = £89.00

NIGHT RATE 12.00AM > 9.00AM

1. HOURLY RATE = £120.00

SATURDAY RATE 9.00AM > 12.00PM

1. HOURLY RATE = £89.00

SATURDAY RATE 12.00PM > 12.00AM

1. HOURLY RATE = £110.00

SUNDAY RATE 12.00AM > 12.00AM

1. HOURLY RATE = £120.00

CALLOUT

1. CALLOUT CHARGE = £200.00

2. MINIMUM CALLOUT = 4 HOURS

- STANDARD HOURLY RATES APPLICABLE

TELEPHONE MAINTENANCE

1. TELEPHONE MAINTENANCE CHARGE = £100.00

2. MINIMUM CALL CHARGE = 1 HOUR

- STANDARD HOURLY RATES APPLICABLE



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THERMAL SURVEYING

- | | |
|---|----------------------|
| 1. THERMAL SURVEYING PER DAY | = £575.00 |
| 2. MINIMUM CALLOUT | = 8 HOURS |
| 3. HIRE OF THERMAL IMAGER PER DAY
(CUSTOMER IS REQUIRED TO PROVIDE INSURANCE FOR
CAMERA FOR DURATION OF HIRE) | = £195.00 + DELIVERY |

PROJECT CONSULTATION

PLEASE CONTACT OUR OFFICE FOR FURTHER DETAILS.

TRAVEL & ACCOMMODATION

- | | |
|--|---|
| 1. TRAVEL COST PER MILE - | = £0.75 |
| 2. FLIGHT COSTS | = PLEASE CONTACT OUR OFFICE FOR DETAILS |
| 3. TRAIN COSTS | = PLEASE CONTACT OUR OFFICE FOR DETAILS |
| 4. OVERNIGHT ACCOMMODATION
- PER ENGINEER | = £200.00 |



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REGISTRATION DETAILS



COLDCURVE LIMITED
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COLDCURVE LTD

- **REGISTERED COMPANY: SC334540**
- **VAT REGISTRATION No.: 923 5467 17**



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TERMS AND CONDITIONS OF SUPPLY OF SERVICES



COLDCURVE LTD
UK / OVERSEAS - STANDARD
TERMS AND CONDITIONS

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 unauthorized 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.



Customer Responsibilities

- 3.6 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.
 - 3.7 To keep unit secure and prevent malicious or accidental tampering with the unit
 - 3.8 Monitor the system on a regular basis to ensure correct system function.
 - 3.9 As far as is necessary to supply specific details regarding the circumstances and nature of any failure of the equipment.
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4. Delivery
 - 4.1 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).
-
5. Commissioning (if installation by others)
 - 5.1 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.
 - 5.2 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.
 - 5.3 Commissioning is charged at price stated in the Quote and is based on the quoted commissioning time on site, additional hours may be charged.
 - 5.4 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.
 - 5.5 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.
-
6. Force Majeure
 - 6.1 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.
-
7. Liabilities for Delay
 - 7.1 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.



8. Price

8.1 The price of the Services/Equipment.

- 8.1.1 The price of the Services/Equipment is as stated in the Quote / Contract (or)
8.1.2 as stated in the current: Coldcurve Ltd. Information Brochure - 1. Price list for services,
(Downloadable form www.coldcurve.com).

9. Payment

- 9.1 Payment of invoice(s) must be paid by the Buyer within 30 days of the invoice date.
9.2 Order(s) of over £5000 must be paid in advance unless otherwise stated.
9.3 Payment will be made in the currency specified in the invoice.

10. Defects in Services/Equipment after Delivery

- 10.1 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.
10.2 The Supplier is not responsible for any damage to a third party due to misuse of the Services/Equipment supplied.

11. Warranty

- 11.1 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.
11.2 The warranty can be extended as required at an additional cost.

12. Confidential Information

- 12.1 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.

13. Cancellation

- 13.1 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.
13.2 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.



14. Insolvency

- 14.1 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.

15. Advertising

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

16. Law

- 16.1 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.

17. Arbitration

- 17.1 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.

18. Notices

- 18.1 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.

19. Intellectual Property Rights

- 19.1 Intellectual Property Rights, patents, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply for, and be granted) renewals or extensions of, and rights to claim priority from, these rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.
- 19.2 All programmable logic controller software, human machine interface software, supervisor control and data acquisition software or any other software created by Coldcurve Ltd. is intellectual property of Coldcurve Ltd. and will remain the property of Coldcurve Ltd.
- 19.3 All software produced by Coldcurve Ltd. supplied for the Buyer is on a single user license basis. Reproduction, alteration or resale without prior written consent from Coldcurve Ltd. is prohibited.



COLDCURVE LTD

UK / OVERSEAS - MAINTENANCE AND SERVICE (CONTRACTED)

TERMS AND CONDITIONS

1. UK Engineering Services Terms and Conditions

Coldcurve Ltd. Maintenance contracts, Remote networked maintenance contracts, Remote help line contracts and Remote help networked contracts guarantees to have at least one PLC, SCADA & electrical engineer available twenty-four hours, seven days a week, three hundred and sixty days per year.

Days excluded are the 24th to 26th of December inclusive and the 1st and 2nd of January. Engineers will be based in Moy and on a stated maximum hour pre-callout delay agreement as stated in: Coldcurve Ltd. Maintenance Contract.

The stated hour delay agreement is based on receipt of the callout. There will be a maximum delay of the stated hours before engineers leave the Coldcurve Ltd. premises to travel to the allocated site or remote help line call. Travel time to site, duration of hours spent on site by engineers not agreed in the contract or equipment purchased is not included in the maintenance contract and will be charged at the end of each month along with the maintenance contract invoice. Coldcurve Ltd. cannot be held responsible for unforeseen circumstances, but will always endeavour to do the shortest possible callout from Coldcurve Ltd. premises to the site or remote help.

For the duration of the maintenance contract there will be no charge for a callout or hours worked within the quantities agreed in the contract

These terms and conditions relate to the hire by the Purchaser of a Coldcurve Ltd. engineer to assist putting into operation or otherwise servicing of equipment.

The Purchaser will notify Coldcurve in writing, referring to these conditions, requesting Engineering Services. This will constitute a contract which will be carried out and invoiced according to these conditions.

Coldcurve Ltd. will charge for each engineer's time and reimbursable expenses as follows:-

1.1. Contracted hours, callouts & remote help line calls (UK);

1.1.1. Contracted hours per month;

- 1.1.1.1. Contracted hours per month stated in: Coldcurve Ltd. Maintenance Contract.
- 1.1.1.2. Contracted hours per month during the normal working days Monday through Friday the start and end times of the 8 hour working period occur between 09.00hrs and 17.00hrs.
- 1.1.1.3. Contracted hours per month not during the normal working days Monday through Friday the 8 hour working period includes any time between 17.00hrs and 00.00hrs (evening). Will be charged at 1.5 hours per hour.
- 1.1.1.4. Contracted hours per month not during the normal working days Monday through Friday the 8 hour working period includes any time between 00.00hrs and 09.00hrs (overnight). Will be charged at 2 hours per hour.
- 1.1.1.5. Contracted hours per month are noncumulative.
- 1.1.1.6. Minimum time charged will be 4 hours and additional hours worked will be chargeable.

1.1.2. Contracted site callouts;

- 1.1.2.1. Quantity of site callouts stated in: Coldcurve Ltd. Maintenance Contract & Remote Help contract.
- 1.1.2.2. Site callouts per month are noncumulative.
- 1.1.2.3. Additional callouts will be chargeable.



1.1.3. Contracted remote help;

- 1.1.3.1. Contracted hours per month stated in: Coldcurve Ltd. Remote Help contract.
- 1.1.3.2. Contracted hours per month during the normal working days Monday through Friday the start and end times of the 8 hour working period occur between 09.00hrs and 17.00hrs
- 1.1.3.3. Contracted hours per month not during the normal working days Monday through Friday the 8 hour working period includes any time between 17.00hrs and 00.00hrs (evening). Will be charged at 1.5 hours per hour.
- 1.1.3.4. Contracted hours per month not during the normal working days Monday through Friday the 8 hour working period includes any time between 00.00hrs and 09.00hrs (overnight). Will be charged at 2 hours per hour.
- 1.1.3.5. Quantity of individual remote help line calls stated in: Coldcurve Ltd. Remote Help contract.
- 1.1.3.6. Remote help line calls per month are noncumulative.
- 1.1.3.7. Minimum time charged will be 4 hours and additional hours worked will be chargeable.

Maintenance contract - Additional services provided

- 1.1.4. A Minimal Charge Rate of £400.00 per day for any callout & time up to but not in excess of 4 continuous hours duration where;
 - 1.1.4.1. On normal working days Monday through Friday the start and end times of the 4hr working period occur between 08.00hrs and 17.00hrs for up to 20 hours per week.
- 1.1.5. A Standard Charge Rate of £600.00 per day for any time up to but not in excess of 10 continuous hours duration where;
 - 1.1.5.1. On normal working days Monday through Friday the start and end times of the 10hr working period occur between 08.00hrs and 00.00hrs for up to 50 hours per week.
- 1.1.6. A Premium Charge Rate of £800 per day for any time up to but not in excess of 10 continuous hours duration where;
 - 1.1.6.1. On normal working days Monday through Friday the 10hour working period includes any time between 00.00hrs and 08.00hrs (overnight).
 - 1.1.6.2. The 10hr working period includes any time on any weekend day or Bank holiday.
- 1.2. Engineering time will be regarded as non-continuous when interrupted by an 8hr period away from the working site.
- 1.3. Where any working times extend beyond 10 hours duration, additional charges will be applied in line with the Premium Rate set forth above in ½ day increments and include up to but not in excess of 5 continuous hours.
- 1.4. The times stated include travel from the Engineers base office, wherever located, to and from the Purchasers stated premises.
- 1.5. If the Engineer travels by car, mileage will be charged from the Engineers base office, wherever located, to and from the Purchasers stated premises at a rate of £0.70 per mile. For other modes of transport, reasonable incurred travelling expenses from the Engineers base office, wherever located, to and from the Purchasers stated premises will be chargeable. Accommodation where necessary, including reasonable meals and telephone calls, will be chargeable.

The Engineer will submit a daily report to the Purchaser or his representative, for approval.

The above rates for engineering services are those in effect at the time of the Purchasers order. Coldcurve Ltd reserve the right to invoice at the rates prevailing at the time the services are provided. In no event shall the rate charge exceed the rates listed by more than 15%.

CONFIDENTIALITY NOTICE - The information contained in this transmission is confidential. It is intended only for the addressee(s) stated above. If you are not the addressee you should not disclose, copy, circulate or in any way use the information contained in this transmission. Such unauthorised use may be unlawful. If you have received this transmission in error, please contact us immediately, so that we can arrange for its return.

Coldcurve Ltd. reserve the right to withdraw or substitute Engineers from site at its discretion.

UK Engineering Services Terms and Conditions are subject to the Coldcurve Ltd. UK / Overseas - Standard terms and conditions.



2. Overseas Engineering Services Terms and Conditions

These terms and conditions relate to the hire by the Purchaser of a Coldcurve Ltd. engineer to assist putting into operation or otherwise servicing of equipment.

The Purchaser will notify Coldcurve Ltd. in writing, referring to these conditions, requesting Engineering Services. This will constitute a contract which will be carried out and invoiced according to these conditions.

Coldcurve Ltd. will charge for the Engineers time and reimbursable expenses as follows;
- unless stated in: Coldcurve Ltd. Maintenance Contract.(overseas).

- 2.1. Charge Rate "A" of £600.00 per day for time not in excess of 10 hours duration between the hours of 08.00 and 20.00 up to 50 hours per week, Monday through Friday each week.
- 2.2. Charge Rate "B" of £800 per day for;
 - 2.2.1. Time not in excess of 10 hours duration between the hours of 18.00 and 08.00 (overnight) where the work commence time is after 18.00hrs and before 07.00hrs.
 - 2.2.2. Time not in excess of 10 hours duration between the hours of 07.00 and 19.00 up to 50 hours per week, Saturday, Sunday and UK public holidays.
- 2.3. Where working times extend beyond 10 hours duration, additional charges will be applied in line with rate "A" set forth above in ½ day increments.
- 2.4. Travel time from the Engineers base office, wherever located, to and from the Purchasers stated premises will be regarded as constituent to a normal working day and charged on the basis set forth above.
- 2.5. Where extended travel times occur, charge rate "A" will be applied from the time of the engineer's departure and a 12 hour period will prevail. For time spent travelling of more than 12 hours duration in a single journey stage additional charges will be applied according to rate "A" and will be applied in ½ day increments. An overnight stay in a hotel will be deemed to define a journey stage.
- 2.6. Reasonable incurred travelling expenses from the Engineers base office, wherever located, to and from the Purchasers stated premises. Accommodation where necessary, including reasonable meals and telephone calls, will be chargeable.

Invoices will always be charged in Pounds Sterling. If foreign currency is involved the prevailing exchange rate at the time of invoice will be used.

In the case of contracts with non-UK based Purchasers, invoices shall be paid in Pounds Sterling via bank transfer to Coldcurve Ltd. Bank account details for the transfer will be made available at the time of invoice.

The above rates for engineering services are those in effect at the time of the Purchasers order. Coldcurve Ltd. reserve the right to invoice at the rates prevailing at the time the services are provided. In no event shall the rate charge exceed the rates listed by more than 15%.

The Engineer will submit a daily report to the Purchaser or his representative, for approval. Documentary evidence will be provided for not less than 80% of the invoiced value if requested. A charge of 10% of the invoiced value of the expenses will be added to cover administration costs.

Coldcurve Ltd. reserve the right to withdraw or substitute Engineers from site at its discretion.

Overseas Engineering Services Terms and Conditions are subject to the Coldcurve Ltd. UK / Overseas - Standard terms and conditions



- Programmable Logic Controllers.
- Human Machine Interface.
- Supervisory Control And Data Acquisition.
- Automated industrial electrical control systems.
- Programming, installation, maintenance.
- Infrared thermal surveys.
- Consultancy service.

www.coldcurve.com