

## CONDITIONS OF TRADING

1. **DEFINITIONS**
  - (a) "The Company" shall mean Coolair Limited or any wholly owned subsidiary thereof; and
  - (b) "The Customer" shall mean the party who purchases or agrees to purchase the goods;
  - (c) "The Goods" shall mean the items supplied under the Contract of Sale by the Company including its own products and those supplied by the Company as Agent.
2. **CONTRACT DOCUMENTATION** – Any tender or quotation is not to be held to be a binding offer unless agreed by the Company in writing. Any Order given by the Customer is accepted only upon, and subject to these Terms and Conditions of Sale and is further subject to the Company making all credit investigations it deems appropriate against the Customer and being wholly satisfied as to the result of those investigations.
3. **WORK AND FEES NOT COVERED IN THE TENDER / QUOTATION** – Any tender / quotation covers the items of the specification only and unless otherwise expressly stated, does not include any of the following (for whatever purpose they may be required):

Builders, Masons, Plumbers, Painters, Electricians or any other trade works, supply and erection of scaffolding, ladders or removal of platforms, hoisting and/or lowering gear, off loading and positioning equipment, fuel, wardrobe, gas or electric current, lighting, fees of District Surveyor, insurance inspectors or any other inspecting or legal authority to include any legal fees in whatever form.
4. **TERMS OF PAYMENT**
  - (a) All invoices are strictly net and must be paid within 30 days from the date of the invoice (interim or otherwise). The Company will be entitled to submit to the Customer interim invoices in respect of the work done and/or goods or materials despatched prior to the date of the invoice. Where goods or materials have been made, assembled or purchased by the Company to meet the Customer's specific delivery requirements and then delivery cannot be made because of a cause which is not attributable to the Company, payment should be made as though the goods and materials had been delivered or collected. If payment is not made in accordance with the above terms, the Company reserves the right to suspend or abandon further work and deliveries of goods or materials and remove unfixed goods or materials and construction plant from the site and to resell the goods or materials. Any right reserved by the Company under this condition is without prejudice to any other right or remedy open to the Company;
  - (b) Notwithstanding matters outlined in Clause 12 or any other provision in these Conditions the property in the goods shall not pass to the Customer until the Company has received in cash or cleared funds payment in full of the price of the goods and all other goods agreed to be sold by the Company to the Customer for which payment is then due;
  - (c) Until such time as the property in the goods passes to the Customer, the Customer shall hold the goods as the Company's fiduciary Agent and Bailee, and shall keep the goods separate from those of the Customer and Third Parties and property stored, protected and insured and identified as the Customer's property. Until that time the customer shall be entitled to resell or use the goods in the ordinary course of its business, but shall account to the Company for the proceeds of sale or otherwise of the goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any monies or property of the Customer and Third Parties and, in the case of tangible proceeds properly stored, protected and insured;
  - (d) Until such time as the property and goods passes to the Customer and provided the goods are still in existence and have not been sold, the Company shall be entitled at any time to require the Customer to deliver up the goods to the Company and, if the Customer fails to do so, forthwith, to enter upon any premises of the Customer or any Third Party where the goods are stored and repossess the goods. Further the Customer hereby agrees to indemnify the Company in respect of any claims of whatever nature and in whatever form made against the Company by any Third Parties pursuant to the repossession of the goods;
  - (e) The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness the goods which remain the property of the Company but if the Customer does so, all monies owing by the Customer to the Company shall forthwith (without prejudice to any other right or remedy of the Company) become due and payable;
  - (f) The Company's prices are strictly net. There is no allowance for retention. If this facility is required the Company reserves the right to amend any quoted prices accordingly;
  - (g) The Customer shall not be entitled to make deduction from any amount due to the Company in respect of any set off or counterclaim unless both the validity and the amount thereof have been expressly admitted in writing by the Company;
  - (h) Without prejudice to any other rights, failure to pay the Contract price of the goods or part thereof or other monies payable by the Customer to the Company will also entitle to the Company at its sole discretion either to refuse to make delivery of any further goods agreed to be supplied or to cancel any contract to which these conditions apply, either in whole or in part by notice in writing to the Customer and without incurring any liability to the Customer for any loss caused by any such delay or cancellation;
  - (i) For the avoidance of any doubt notwithstanding any contractual arrangement that the Customer may have with any Third Party the Company requires payment to be made in accordance with these Terms and Conditions and unless expressly agreed to in writing will not delay demand for such payment until the Customer is paid by any Third Party pursuant to any contractual arrangement that the Customer may have with that Third Party.
5. **PRICE FLUCTUATION** – Any quotation / tender is based upon the market prices and rates of materials, labour, sub-contracts and transport prevalent at the date of tender. The Company reserves the right to amend the tender / quotation price and rates to meet any variations in these prices and rates due to legislation in whatever forms to include Government order, regulations or directions, changes in National Agreements covering wages and conditions in the industry or any other cause beyond the Company's control and occurring between the date of the tender and the completion of the works.
6. **SITE WORK** – Where site work is involved, the Company's tender / quotation assumes that such work will be carried out continuously and in one visit to the site by which definition it is meant that the Company via its employees would be able to fulfil its contractual obligations by being on site on consecutive days and being able to work continuously through that time period. It is accepted that a separate visit may be required for final commissioning. If due to causes beyond the Company's control this work is unable to proceed on a continual basis and is disrupted by interruption, the Company reserves the right to charge for the additional costs involved. Tenders / quotations are based on work being executed during recognised normal working hours, and the Company reserves the right to amend the tender / quotation and charge the Customer overtime rates if the same are required in order to fulfil the Company's contractual obligations.
7. **COMPLETION AND DELIVERY**
  - (a) Delivery terms are quoted without guarantee or penalty and time is not of the essence. Any time quoted shall run from the date of confirmation in writing by the Company that the Order is accepted or upon the date on which sufficient information is received from the Customer to enable the Company to proceed to the execution thereof, whichever is the later. No responsibility is accepted by the Company for loss or damage arising out of the failure to supply or the delay in supplying of any goods and services to the Customer;
  - (b) Times and dates of deliveries will not be of the essence of the contract and the Company shall not be liable for any loss, expenses, damage or claim whatsoever and howsoever arising resulting from any delay in delivery howsoever such delay is caused; and
  - (c) Should the contractual delivery date be delayed or postponed at the Customer's request or the Customer otherwise fails to take delivery on the due date for delivery the Company may issue an invoice for the goods as if such delivery date had not been delayed or postponed and payment of such invoice shall be due in accordance with Clause 4 of this contract. In such a case the goods should be deemed for all purposes (including Warranty) as being delivered by the Company to the Customer on the date originally agreed for delivery and any loss or damage to, or deterioration in, the goods thereafter shall be at the sole risk of the Customer who shall further reimburse the Company any extra expense or cost incurred by it in consequence of such failure together with a
8. **DESPATCH IN LOTS** – The Company shall have the right to despatch any portion(s) of the goods covered by this contract and to invoice the Customer for such portion(s) so despatched and each delivery shall be considered to be the subject of a separate contract which will be subject to these terms and conditions and failing to make any one delivery shall not vitiate the contract as to others.
9. **STORAGE** – Should the Customer notify the Company that it is not possible to take delivery of the goods or portion(s) of them or provide suitable storage space for the goods or the Customer having been given notice that the goods or portion(s) thereof are ready for despatch and has failed to confirm that delivery will be acceptable within seven days of the date of such notification then the goods or the portion(s) thereof will be stored at the Customer's risk and expense including all demurrage charges (to include insurance) so incurred.
10. **DAMAGE OR LOSS IN TRANSIT** – Where goods are damaged or lost in transit the Company will as appropriate in its sole discretion repair or replace any such goods free of charge provided:-
  - (a) In the case of damage loss or non-delivery of any separate part of a consignment, the carrier's receipt is signed and marked that part of the consignment was missing and/or damaged as appropriate and the Company and the carrier receive written notification from the Customer within 24 hours of the date of the delivery of the consignment or part of the consignment; and
  - (b) In the case of non-delivery of the whole or damage of the whole of a consignment, the Company and the carrier receive written notification within 48 hours of the date of despatch as shown on the relative advice note. Where such goods are damaged it shall be in the absolute discretion of the Company to decide as to whether repair is possible or whether to replace the said item; or
  - (c) Goods alleged to be damaged before delivery will in no circumstances be replaced or repaired free of charge, after their unqualified acceptance by the Purchaser.
11. **ERRORS, SHORTAGES AND RETURNS**

Errors and shortages must be notified immediately upon receipt of the goods quoting any references and delivery note numbers. Immediately for the purposes of this clause shall mean within 24 hours of delivery as defined by the delivery note of the carrier. Goods supplied in accordance with an order may not be returned without the written consent of the Company. Applications can only be considered within seven days of the date of the invoice and must state the date and number of the invoice and the reason for the return. Duly authorised returns must be sent carriage paid and the Company advised by letter giving authorisation and reference.
12. **FIRE RISK EXEMPTION** – Notwithstanding anything contained in Clause 7 hereof the Customer shall be solely responsible for all loss or damage to contract work (including unfixed materials properly on site for use in carrying out contract works) arising from fire, explosion, bursting or overflowing of water tanks, apparatus or pipes (whether such fire, explosion bursting or overflowing be caused by the Company's negligence or those for whose action the Company are responsible or otherwise), storm, tempest, lightning, flood, earthquake, aircraft or any item dropping there from, aerial objects, riot and civil commotion. The Customer shall indemnify the Company against all such loss or damage.
13. **WARRANTY** – Goods supplied are warranted against defective materials or workmanship arising in normal use or service for a period of 12 months from the date of order providing that the Customer gives written notice of any such defect within such a time period. The Company's obligations shall be limited to furnishing and repairing without charge, or supplying of a similar part to replace any part proven to have been defective always providing that a defective part is delivered to the Company by the Customer at no charge to the Company. No allowance shall be made for repairs or alterations carried out to the goods without the written consent of the Company. This warranty liability will only apply to equipment which is maintained in accordance with Manufacturer's recommendations.
14. **LIABILITY TO THE THIRD PARTY** – The customer will indemnify and keep indemnified the Company, its servants, agents and sub-contractors against any loss or damage of whatever nature (including but not limited to death or injury to any person or persons), however arising, incurred or suffered by the Company, its servants, agents and sub-contractors by reason of any claim made by any Third Party which loss or damage would not have been incurred or suffered if the Third Party had been in direct contractual relationship with the Company or its servants, agents or sub-contractors under the contract terms.
15. **COMPLIANCE WITH LAW AND GOVERNMENT REGULATIONS** – Acceptance of any tender constitutes a warranty and representation by the Customer that he has complied with every applicable statute, order in Council, regulation or direction, byelaw, other lawful requirement or instruction whether of Government or any local or other lawful authority and in particular that he has lawfully obtained every necessary licence, permit or authority that may be required in connection with the work and the equipment being supplied to the Customer by the Company.
16. **EQUIPMENT SUPPLY** – All performance data is subject to standard tolerance. In view of the policy of continuous research and development, models and specifications are liable to alteration without notice.
17. **CANCELLATION OF CONTRACT** – Any order may be cancelled or varied by the Customer only with the consent of the Company and upon payment of reasonable cancellation or variation charges. Such charges shall take into account expenses incurred and commitments made by the Company and all other losses due to such cancellation or variation.
18. **DETERMINATION** - If the Customer makes any default in or commits any breach of his obligations to the Company or if any distress or execution should be levied upon the Customer or the Customer's property or assets seized in execution or if the Customer shall make any arrangements of whatever nature in composition with creditors or commit any action of bankruptcy or if a Petition or Receiving Order in Bankruptcy should be presented and/or made against the Customer or if a Customer (being a Limited Company) passes any resolution to wind up the Customer or, in the event of any petition being presented to wind up the Customer, or if a Receiver shall be appointed to the Customer, the Company shall be entitled to treat such events as a continuing repudiation of this contract by the Customer and the Company shall at any time thereafter be entitled to determine any contract between the Company and the Customer without derogation from the Company's right to recover money due from the Customer and/or damages for breach of contract including damages in respect of such repudiation. Any sums received by the Customer or its representatives are a determination of the contract under this clause (or any other clause of the contract) in respect of any goods and/or services supplied to the Customer by the Company and shall be held by the Customer or its representative as Trustee and shall be paid forthwith to the Company by the Customer or its representative. Should the Customer or the Customer's representative attempt or purport to mortgage, charge, assign or otherwise dispose of a Customer's interest in such sums or monies as aforesaid the Customer or its representative shall thereon immediately set aside and become Trustee for such a sum equivalent to the monies failing to be paid by the Customer or its representative to the Company hereunder.
19. **DISCOUNTS** – All quotations/ tenders are strictly net and do not provide for any discounts.
20. **LAW** – The contract shall be governed by the Laws of England.
21. **TERMS AND CONDITIONS** – Unless we agree to the contrary in writing, it is accepted by both parties that these Terms and Conditions shall govern the contractual relationships that exists between the parties.