

CONDITIONS FOR THE SALE AND HIRE OF PRODUCTS

1. General

These conditions apply to all goods and services supplied by ICS Cool Energy Ltd and its trading companies. The prices charged by the Company have been calculated to take into account the obligations imposed by these conditions.

2. Purchase Orders

Orders placed with ICS Cool Energy Ltd require written acceptance from the Company before any contract arises. Should the Buyer issue their own Purchase Order containing conditions of purchase agreed by ICS Cool Energy Ltd in writing, these conditions of Sale or Hire shall be deemed to be incorporated in such Purchase Order, and shall over-ride any conflicting provisions of the Purchase Order. No other variation will act as a waiver of these Purchase Terms & Conditions.

3. Quotations & Literature

Unless otherwise stated in writing, quotations are valid for thirty days (30) from the date of quotations. Any typographical, omission or clerical inaccuracy within quotations, price lists, invoices, sales literature, advertising or any other Company documentation or information shall be subject to correction without any liability on the part of the Company.

4. Prices

All quotations, tenders and estimates are based on Pound Sterling prices (unless otherwise specified) and are subject to amendment, on or after acceptance, to meet any rise or fall in the price of materials, components plant, machinery and other items, wage rates, cost of transportation and shipping and currency fluctuations. Unless otherwise agreed in writing, all goods sold, hired and work carried out will be charged at the prices ruling at the date of delivery. Prices quoted do not include any local or national government VAT, taxes, tariffs or duties, which may be subject to change without notice. Minimum hire periods are 4 weeks as standard.

5. Delivery Date

The Company undertakes to use all reasonable endeavours to despatch the goods on a promised delivery date, but does not guarantee to do so. Time of delivery shall not be of the essence of the Contract unless expressly agreed in writing. If delivery is delayed by reason of such circumstances as (but not limited to) riots, revolutions, mobilisations, war, epidemic, official regulations, fire accidents, traffic delays, defective materials, delays in respect of raw materials or bought-in-goods or components, or any other cause beyond the reasonable control of the Company, a reasonable extension of time for delivery shall be granted. Hire periods are deemed to start on the date when goods have left the Company's premises. Hire periods are deemed to have ended once the Buyer has notified the Company in writing and the minimum contracted hire period has expired.

6. Payment

Except and to the extent otherwise stipulated in the relevant Quotation or Order, payment for purchases will be due in a full thirty days (30) after the invoice date and, in terms of hire or hire-to-buy, payment upon order. The Company reserves the right to charge interest, at the rate of 1.5% per month for each month or part month, on overdue accounts from the date upon which they became due until the date of payment. Any outstanding balance of the purchase or hire price shall become due immediately upon the commencement of any action or proceedings concerning the Buyer's solvency.

7. Ownership

7.1. Ownership of the goods shall, notwithstanding delivery, or attachment of these to other property, remain with the Company until the Company has received full payment for them, including where the goods have been passed on to a third party.

7.2. Until Ownership of the goods has passed to the Buyer, and without prejudice to the Company's rights: -

7.2.1. The Buyer shall insure the goods for the benefit of the Company.

7.2.2. The Buyer shall keep the goods free from all charges, liens and other encumbrances.

7.2.3. On any payment due from the Buyer to the Company becoming overdue, the Company may at any time (and without prejudice to any of its other rights) recover or resell the goods or any part of them, and the Buyer grants to the Company its licence to enter upon the premises where the goods are located, to separate these from any property to which the goods have been or become attached and to remove the goods from such premises.

7.3 Insolvency of the purchaser (administration, bankruptcy, receiver appointment or purchaser ceases to carry on business); without prejudice to any other right or remedy to ICS Cool Energy Ltd, ICS Cool Energy Ltd is entitled to cancel the contract and any further deliveries without any liability to the purchaser. If the equipment supplied has been delivered but not paid for in part or full, then the price shall become immediately due and payable notwithstanding and previous agreement or arrangement.

8. Risk

Goods shall be at the risk of the Buyer from the time of despatch from the Company's premises, except goods for which the Company arranges transport, when (unless otherwise agreed) the goods will be at the risk of the Buyer from the time of delivery.

9. Cancellations and Return of Goods

Orders placed with the Company may only be cancelled with the Company's consent, and on terms acceptable to the Company. However, a guideline of 25% order value will be charged on cancellation prior to delivery and 100% of order value upon and following delivery to site would apply. Goods which are returned without the Company's consent will (subject to the provision of Clause 7 – Ownership of Goods) remain on the Company's premises at the Buyer's risk. All Hire goods can be returned once the Buyer has requested an off-hire order from the Company. Only then can the goods be returned and off-hired by the Company.

10. Specifications

10.1. The policy of the Company is one of continuous development and improvement, and the Company reserves the right to make alternations of detail to the relevant specifications, provided that the basic nature, quality and performance of the relevant goods or services are not adversely affected.

10.2. Descriptions, information, specifications and performance figures contained in the Company's catalogues, price lists, brochures, illustrations and other promotional literature and advertising matter are intended to present only a general description of the goods and their approximate performance at the time of issue, and may be altered, varied or cancelled at any time without notice to the Buyer. None of them shall be taken as forming any part of any Order or Contract unless specifically so stated, nor do they provide any warranty (expressed or implied) that the specific results of performance stated in any of them will be obtained.

11. Packing, Carriage and Insurance Costs

Unless otherwise stated, all packing, carriage and insurance costs shall be at the Buyer's expense and shall be non-returnable. All Hire goods should be insured by the customer against loss or damage throughout the duration of the hire period and safe return to the Company's premises. Where requested, the Company may provide reasonably priced insurance in respect of the hire goods at an additional cost. All goods supplied by the Company must remain on the contracted site listed on the purchase order unless otherwise requested in writing to the Company.

12. Equipment Testing

If special tests in the presence of the Buyer or its representatives are required, these will be charged as an extra. The Company reserves the right to charge for light, heat, water and the hiring of special equipment that may be needed for the purpose of such tests.

13. Warranties or Damage to the Hire Goods

13.1. The Company will replace or, at its option, properly repair without charge any goods that are found to be defective and which cause failure in normal circumstances of use within a period of twelve months from the date of delivery.

13.2. The Warranty is conditional upon: -

13.2.1. The Buyer notifying the Company of any claim within twenty-one days of failure occurring.

13.2.2. The Company being allowed a reasonable opportunity to inspect the goods in order to confirm that they are defective.

13.2.3. The goods not having been modified, mishandled or misused and being used strictly in accordance with the Company's relevant instructions.

13.3. Where goods are supplied to an installer, the Company's liability under this Clause is limited to the repair or replacement of defective parts, and does not cover costs of transport or installation.

13.4. The Company's liability is to replace or repair the goods in lieu of and excludes all other warranties and conditions and in particular (but without limitation) the Company shall have no liability of any kind for consequential loss or damage.

13.5. The Company reserves the right to request its Associate Company 'ICS Servicing' to carry out any work deemed necessary, whether under warranty or not, and for them to invoice the Buyer direct for any amount due.

13.6 If the Hire goods are returned or reported damaged, defective, and are faulty except due to reasonable wear and tear, the Buyer/Hirer will pay to the Company the replacement cost of any hire goods which are lost, stolen, damaged during the hire period - less the amount paid to the Company under any policy of insurance taken out under the terms of these conditions. Any repairs must not be carried out by the Buyer unless authorised to do so in writing by the Company.

14. Installation

Where installation and/or erection are specifically mentioned in the Company's quotation, the Conditions of such installation and/or erection shall be as follows. Prices and times of completion are given on the understanding that suitable and safe buildings, foundations, scaffolding, lifting tackle, lighting and power facilities and water are ready and free for the Company's use in good time and that continuous and satisfactory means of access to the site is provided by the Buyer, with adequate protection from all material from the time of delivery on the site of the Company's plant. The Company supplies the requisite skilled supervision for erection. All other necessary labour is to be supplied by the Buyer to enable the work to be carried out expeditiously under the Company's supervision.

The Company's quotations do not include masons, smiths, bricklayers, carpenters or other outside work or materials, which may be required during the erection. Should the Company incur extra costs during erection owing to the suspension of work on the Buyer's instructions or lack of instructions, delays, interruptions, overtime, unusual working hours or mistakes or any other causes over which the Company has no control, or work for which it is not responsible, then any such costs shall be added to the price and paid by the Buyer accordingly.

The buyer shall indemnify the Company against all claims in respect of any accidental injury suffered by the Buyer's own employees or workmen or by any other person in connection with the Contract or by any third party, whilst the work is in progress, except in the case of personal injury caused by the negligence of the Company. The Company's skilled erector will stand by during a short trial run immediately after the erection of the Company's plant, but all necessary power, water, fuel, lubricating materials and other necessities required for starting up the plant or subsequently required are to be provided by the Buyer. In the event of a trial run not being able to be made immediately upon completion, the Company reserves the right to withdraw its erector, and to make a charge for his travelling expenses if it is called upon by the Buyer, at a later date, to arrange for his return to the site to attend to a trial run.

15. Interpretation

15.1. In these Conditions of Sale: "Consent" means in writing, "The Company" includes the servants, employees, carries and sub-contractors of the Company, "Order" means an order which has been accepted by the Company.

15.2. The Paragraph headings are for ease of reference only and do not form part of the Conditions.

16. Applicable Law & Force Majeure

16.1. These conditions are to be construed and operated in accordance with English Law and any dispute arising under them or any order shall be settled in the Courts of England.

16.2. If there is any conflict between these Conditions of sale and the provisions of Sections 12 - 15 inclusive of the Sale of Goods Act 1979, these Conditions of sale shall, so far as the law allows, be deemed to negative or vary the rights, duties or liabilities which otherwise arise by virtue of the said Sections.

16.3 If a party is rendered unable wholly or in part by force majeure substantially to carry out its obligations under these conditions for a period of one year or more, then either party may declare the contract to be abandoned forthwith by written notice to the other part to that effect. The term force majeure as employed in these conditions shall be deemed to include but not be limited to any war, riot, act of God, fire, flood, Government regulation or act, any natural or accidental disaster, any strike, lockout or industrial dispute or shortage of materials or fuel or any breakdown of machinery or any other cause outside the reasonable control of the party suffering such force majeure, but not in any circumstances including financial inability. E&OE.

17. Return of Waste Fluids

The customer should notify the details of any liquids returned to Cool Energy. Any customers' waste coolant fluids, oil or liquids returned in Cool Energy equipment will be disposed of upon return to Cool Energy premises. In accordance with our Waste Management Policy, we reserve the right to recharge the cost of safe disposal if this does occur.

18. Off-hire

18.1 Equipment remains on hire and therefore chargeable until it is off hired through the Cool Energy Rental Desk.

18.2 We require 5 days' notice to off-hire and reserve the right to charge the remainder of the minimum agreed rental period, should the equipment be off-hired earlier than agreed.

18.3 Please call our Rental Desk free on 0800 840 4210 to obtain your off-hire reference number. We will then be able to send through an off hire checklist to ensure that your rental equipment is safely disconnected and collected in accordance with your wishes and timetable.



Contacting Cool Energy about these terms:

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