These Conditions will apply to all contracts between Weatherite and the Customer in relation to the supply by Weatherite of any and all Goods and/or Services. The definitions used in these Conditions are set out in The Schedule.

1. BASIS OF CONTRACT

1.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.

1.2 The Order will only be deemed to be accepted when Weatherite, in writing, accepts the Order at which point and on which date the Contract will come into being and it will be governed by these Conditions.

1.3 Any samples, drawings, descriptive matter or advertising issued by Weatherite and any descriptions of the Goods or Services in any particulars books or brochures are published other than in the Contract or in Weatherite’s catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods and/or Services described in them. They shall not form part of the Contract or have any contractual force.

1.4 These Conditions apply to the Contract to the exclusion of all previous written or oral agreements, communications and understandings between the parties, whether relating to the subject matter of these Conditions or otherwise.

2. GOODS

2.1 The Goods are described in the Goods Specification.

2.2 To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by the Customer, the Customer will indemnify Weatherite against all claims, costs, damages, losses and penalties (including any direct, indirect or consequential losses, losses of whatever kind or nature) and expenses incurred in connection with the manufacture and supply of such Goods, and will indemnify Weatherite against all claims, costs, damages, losses and penalties and legal costs (calculated on a full indemnity basis) and expenses suffered or incurred by Weatherite arising out of or in connection with any claim made against Weatherite for anything done or omitted to be done by Weatherite in connection with the Goods or byWeatherite. The Customer agrees to indemnify Weatherite against all claims, costs, damages, losses and penalties and legal costs (calculated on a full indemnity basis) and expenses suffered or incurred by Weatherite arising out of or in connection with any claim made against Weatherite for anything done or omitted to be done by Weatherite in connection with the Goods.

3. DELIVERY OF GOODS

3.1 Weatherite will ensure that each delivery of the Goods is accomplished in accordance with the Contract and that the Order, the type and quantity of the Goods (including the code number of the Goods, where applicable), specification of the Goods and the Goods being delivered, by instalments, the outside balancing of any relevant obligation ("the Specification") and the Goods are not subject to any other right or remedyWeatherite may have, Weatherite will notify the Customer in any such event.

3.2 Weatherite will deliver the Goods to the Delivery Location or such other location as the parties may agree.

3.3 Delivery of the Goods will be completed on the completion of unloading of the Goods at the Delivery Location.

3.4 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. Weatherite will not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or by Weatherite's failure to comply with any applicable statute or regulatory requirement, and Weatherite will notify the Customer of any such event.

3.5 If Weatherite fails to deliver the Goods, its liability will be limited to the costs and expenses incurred by the Customer in replacing the Goods of similar description and quality in the cheapest market available, less the costs Weatherite incurs in relation to the Goods.

3.6 Weatherite may deliver the Goods by instalments, which will be invoiced and paid for separately. Each instalment will constitute a separate contract and failure to deliver one instalment will not entitle the Customer to cancel any other instalment.

4. TITLE AND RISK

4.1 Weatherite warrants that on delivery, and for a period of 12 months from the date of delivery ("warranty period"), the Goods will

4.1.1 conform in all material respects with any applicable Goods Specification;

4.1.2 be free from material defects in design, material and workmanship;

4.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

4.2 In the event that the Goods do not comply with these warranties, the Customer will notify Weatherite of such non-compliance as soon as possible.

4.3 If the Customer informs Weatherite that the Goods do not comply with these warranties, Weatherite will:

4.3.1 the Customer makes any repairs to the Goods after giving notice in accordance with clause 4.2;

4.3.2 the defect arises because the Customer failed to follow Weatherite’s instructions or for any other reason for which the Customer is liable;

4.3.3 the defect arises due to Weatherite following any drawings, design or Goods Specification supplied by the Customer.

4.4 The Customer alters or repairs such Goods without the written consent of Weatherite;

4.5 The defect arises as a result of fair wear and tear, willful damage, negligence, or abnormal working conditions; or

4.6 The Goods differ from any applicable Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

5. WARNINGS

5.1 The risk in the Goods will pass to the Customer immediately upon delivery of the Goods.

5.2 Title to the Goods will not pass to the Customer until Weatherite receives payment in full (in cash or cleared funds) for the Goods and any other goods that are supplied to or on behalf of the Customer under the same Order.

6. SUPPLY OF SERVICES

6.1 Weatherite will supply the Services to the Customer substantially in accordance with the Goods Specification and Service Specification.

6.2 If the Service Specification states that a Design is required, Weatherite will prepare such Design. Weatherite will then submit the Design to the Customer for approval. If the Design is not approved by the Customer within 4 days of such submission, the Design will be deemed to be approved. If the Customer does not respond to Weatherite to amend the Design (at the Customer’s expense).

6.3 If the Customer does not approve the amended Design, either party may give notice of its intention to depart from the relevant obligation ("the Service Obligation") in accordance with the dispute resolution mechanism specified in the Service Obligation.

6.4 If Weatherite submits a Design to the Customer for approval but the Customer does not respond to Weatherite within 4 days of such submission, Weatherite will be entitled to proceed with its provision of the Services on the basis of the Design.

6.5 Weatherite will use all reasonable endeavours to meet any performance dates for the Services specified in the Service Specification or otherwise agreed in writing between the parties, but any such dates will be estimates only and will not be of the essence for the performance of the Services.

6.6 Weatherite reserves the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, andWeatherite will notify the Customer of any such amendment.

6.7 Weatherite will, whilst working at the Customer’s Premises, at all times comply with all reasonable instructions given to it by the Customer relating to health and safety matters and procedures.

6.8 Weatherite may temporarily suspend all or part of the Services if for operational reasons including but not limited to

(a) if the provision of the Services, Weatherite’s equipment, operators, and subcontractors, with access to the Customer’s premises, office accommodation and other facilities including (but without limitation) parking and electricity, as reasonably required by Weatherite to provide the Services;

(b) if the equipment is sold on credit, Weatherite may require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

(c) if the Customer’s premises for the supply of the Services; and

6.9 If, as part of its provision of the Services, Weatherite uses its employees, agents, consultants and subcontractors, with access to the Customer’s premises, office accommodation and other facilities including (but without limitation) parking and electricity, as reasonably required by Weatherite to provide the Services, the Customer will provide Weatherite with such information and materials as Weatherite reasonably requires in order to perform the Customer’s obligations under the Contract.
Weatherite Air Conditioning Limited - Terms and Conditions of Sale

Weatherite Air Conditioning Limited - Terms and Conditions of Sale: Environmental Impact Statement

1. The Customer will not sub-license, assign or otherwise transfer or part with any rights granted by clause 9.3, subject to paragraph 12.4.2.2.2.

2. The Customer will not use the other party's confidential information in carrying out any functions under the Contract. The Customer will ensure that none of its employees, employees, representatives, subcontractors, subcontractors, or workers who act on behalf of the Customer or its subcontractors who act on behalf of the Customer, do any of the things in clause 12.

3. The Customer will not sub-license, assign or otherwise transfer or part with any rights granted by clause 9.3, subject to paragraph 12.4.2.2.2.2.

4. The Customer will not use the other party's confidential information in carrying out any functions under the Contract. The Customer will ensure that none of its employees, employees, representatives, subcontractors, subcontractors, or workers who act on behalf of the Customer or its subcontractors who act on behalf of the Customer, do any of the things in clause 12.

5. The Customer will not sub-license, assign or otherwise transfer or part with any rights granted by clause 9.3, subject to paragraph 12.4.2.2.2.2.

6. The Customer will not use the other party's confidential information in carrying out any functions under the Contract. The Customer will ensure that none of its employees, employees, representatives, subcontractors, subcontractors, or workers who act on behalf of the Customer or its subcontractors who act on behalf of the Customer, do any of the things in clause 12.

7. The Customer will not sub-license, assign or otherwise transfer or part with any rights granted by clause 9.3, subject to paragraph 12.4.2.2.2.2.

8. The Customer will not use the other party's confidential information in carrying out any functions under the Contract. The Customer will ensure that none of its employees, employees, representatives, subcontractors, subcontractors, or workers who act on behalf of the Customer or its subcontractors who act on behalf of the Customer, do any of the things in clause 12.

9. The Customer will not sub-license, assign or otherwise transfer or part with any rights granted by clause 9.3, subject to paragraph 12.4.2.2.2.2.

10. The Customer will not use the other party's confidential information in carrying out any functions under the Contract. The Customer will ensure that none of its employees, employees, representatives, subcontractors, subcontractors, or workers who act on behalf of the Customer or its subcontractors who act on behalf of the Customer, do any of the things in clause 12.

11. The Customer will not use the other party's confidential information in carrying out any functions under the Contract. The Customer will ensure that none of its employees, employees, representatives, subcontractors, subcontractors, or workers who act on behalf of the Customer or its subcontractors who act on behalf of the Customer, do any of the things in clause 12.

12. The Customer will not use the other party's confidential information in carrying out any functions under the Contract. The Customer will ensure that none of its employees, employees, representatives, subcontractors, subcontractors, or workers who act on behalf of the Customer or its subcontractors who act on behalf of the Customer, do any of the things in clause 12.

13. The Customer will not use the other party's confidential information in carrying out any functions under the Contract. The Customer will ensure that none of its employees, employees, representatives, subcontractors, subcontractors, or workers who act on behalf of the Customer or its subcontractors who act on behalf of the Customer, do any of the things in clause 12.

14. The Customer will not use the other party's confidential information in carrying out any functions under the Contract. The Customer will ensure that none of its employees, employees, representatives, subcontractors, subcontractors, or workers who act on behalf of the Customer or its subcontractors who act on behalf of the Customer, do any of the things in clause 12.

15. The Customer will not use the other party's confidential information in carrying out any functions under the Contract. The Customer will ensure that none of its employees, employees, representatives, subcontractors, subcontractors, or workers who act on behalf of the Customer or its subcontractors who act on behalf of the Customer, do any of the things in clause 12.

16. The Customer will not use the other party's confidential information in carrying out any functions under the Contract. The Customer will ensure that none of its employees, employees, representatives, subcontractors, subcontractors, or workers who act on behalf of the Customer or its subcontractors who act on behalf of the Customer, do any of the things in clause 12.
Weatherite Air Conditioning Limited - Terms and Conditions of Sale

14.4 The Expert is required to prepare a written decision including (i) an opinion and (ii) a recommendation to the decision to the parties within a maximum of three months from the date of the submission referred to the Expert. The decision of the Expert will be deemed to be final and binding on the parties in the absence of manifest error or fraud.

14.5 If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time limit mentioned, then:

14.5.1 either party may apply to CEDR to discharge the Expert and to appoint a replacement Expert with the required expertise;

14.5.2 this clause 14 shall apply to the new Expert as if they were the original Expert.

14.6 The parties are entitled to make submissions to the Expert and will provide (or procure that others provide) the Expert with all documents and information as the Expert reasonably requires to reach a decision.

14.7 Each party shall with reasonable promptness supply each other with all documents and information, and give each other access to all documents, personnel and things as the other reasonably requires to make a submission under this clause 14.

14.8 The Expert shall act as an expert and not as an arbitrator. If the parties determine to refer the Expert, the Expert shall be final and binding on the parties in the absence of manifest error or fraud.

14.9 All matters concerning the process and result of the determination by the Expert shall be kept confidential by the parties and the Expert.

14.10 Each party shall act reasonably and co-operate to give effect to the provisions of this clause 14 and otherwise do nothing to hinder or prevent the Expert from reaching their determination.

14.11 The Expert and CEDR shall have no liability to the parties for any act or omission in relation to the appointment, save in the case of bad faith.

14.12 If any other dispute arises in connection with the Contract which does not relate to a Design or any other technical matter, the parties agree to enter into mediation in good faith to settle such dispute and do so in accordance with the CEDR Model Mediation Procedures. Unless otherwise agreed, the mediation will be conducted within 14 days of notice of the dispute, the mediator will be nominated by CEDR. To initiate mediation a party must give notice in writing ("ADR Notice") to the other party to the dispute, referring the dispute to mediation. Unless agreed otherwise the mediation will start not later than 28 days after the date of the ADR Notice.

14.13 For the avoidance of doubt, clause 14.12 will not prevent Weatherite from immediately initiating court proceedings to seek any injunctive relief (including a restraining order) or takeover advantage of any applicable time limitation.

15. FORCE MAJEURE

Neither party will be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

16. GENERAL

16.1 Assignment and other dealings

16.1.1 Weatherite may at any time assign, mortgage, charge, subgrant, delegate or sublet any of its obligations under the Contract in whole or in part, or in any other manner with or without the consent of any other person.

16.1.2 The Customer will not assign, transfer, mortgage, charge, subcontract, delegate, or otherwise deal with any of its rights and obligations under the Contract without the prior written consent of Weatherite.

16.2 Notices.

16.2.1 Any notice or other communication given to a party under or in connection with the Contract will be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause 16.2, and will be deemed to be received:

- if delivered personally, when left at the address referred to in clause 16.2.1; if sent by pre-paid first class post, on the third Business Day after posting (or, if delivery is required by law, on the date of delivery to the addressee or the time that the courier’s delivery receipt is signed); if sent by fax, one Business Day after transmission.

16.2.2 A notice or other communication will be deemed to have been received: if delivered personally, when left at the address referred to in clause 16.2.1; if sent by pre-paid first class post, on the second Business Day after posting in the UK, or on the third or subsequent Business Day after posting in any other location set out in the Order or such other location as the parties may agree from time to time.

16.2.3 The provisions of this clause 16.2 will not apply to the service of any proceedings or other documents in any legal action.

16.3 Severance.

If any provision or part of the provision of the Contract becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it legal, valid and enforceable. If such modification is not possible, the relevant provision or part of provision will be deemed removed.

Any modification or deletion of a provision or part-provision under this clause 16.3 will not affect the validity and enforceability of the remainder of the Contract.

16.4 Waiver.

A waiver of any right or remedy under the Contract which is not in writing and not signed by an officer of Weatherite will not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law will not constitute a waiver of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law will prevent or restrict the further exercise of any right or remedy.

16.5 No partnership or agency.

Nothing in the Contract is intended to, or will be deemed to, establish any partnership or joint venture between the parties; constitute either party the agent of the other; or authorise either party to make or enter into any commitments for or on behalf of the other party.

16.6 Entire agreement.

16.6.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

16.6.2 Each party acknowledges that in entering into the Contract it does not rely on, and is not subject to, any remedies in respect of any statement, representation, assurance or warranty (whether negligent or innocent) that is not set out in the Contract. Each party agrees that it will have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Contract.

16.6.3 Nothing in this clause 16.6 will limit or exclude any liability for fraud.

16.7 Third parties rights.

16.7.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

16.7.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

16.8 Variation.

Except as set out in these Conditions, no variation of the Contract will be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

16.9 Governing law.

The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation will be governed by and construed in accordance with the law of England and Wales.

16.10 Jurisdiction.

Each party irrevocably agrees that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

The Schedule DEFINITIONS AND INTERPRETATION

Part 1

In these Conditions, the following definitions apply:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Commencement Date: has the meaning given in clause 1.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 16.8.

Contract: the contract between Weatherite and the Customer for the supply of Goods and/or Services in accordance with these Conditions.

Control: has the meaning given in section 1124 of the Companies Act 2006 and the expression change of control will be construed accordingly.

Customer: the person or firm who purchases the Goods and/or Services from Weatherite.

Deliverables: the deliverables set out in the Order produced by Weatherite for the Customer.

Delivery Location: the location set out in the Order or such other location as the parties may agree from time to time.

Design: any applicable plans or drawings relevant to the Services stated to be required in the Service Specification.

Expert: has the meaning given in clause 14.

Goods: the goods (or any part of them) set out in the Order.

Goods Specification: any specification for the Goods, including any relevant plans or drawings, that is agreed by the Customer and Weatherite.

Intellectual Property Rights: patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and similar rights, business names and domain names, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewed, extended, or renewed or extended, and of, and rights to claim priority from, such 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.

Order: the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form, or the Customer's written acceptance of Weatherite's quotation, or the Customer's written acceptance of Weatherite's offer, or, where the order is accepted by Weatherite, the Customer's written confirmation of the Contract or by law.

Retail Prices Index: the retail prices index published by the Office for National Statistics that was in force on the date at which any index that is no longer produced or published any index most nearly replacing the same will be used with such adjustments as Weatherite reasonably considers appropriate.