



# MERIDIAN COOLING LIMITED - STANDARD CONDITIONS OF SALE

Meridian Cooling Limited – Registered in England No. 05563111

All quotations are made and all orders are accepted subject to the following Standard Conditions of Sale, notwithstanding any which may be stated or implied to the contrary in the Customer's order forms or correspondence:

## 1. Orders

The Company reserves the right to accept or refuse order. All orders and agreements are made between Meridian Cooling Limited (the Company) and you (the Customer), and the Customer is solely responsible for the settlement of relating invoices.

## 2. Validity of Quotations

Unless previously withdrawn, all quotations furnished by the Company are open for acceptance within thirty days only from the date thereof and are subject to confirmation at the time of such acceptance.

## 3. Acceptance of Quotation

The acceptance of the Company's quotation must be accompanied by sufficient information to enable the Company to proceed with the order forthwith and an agreed deposit based on a percentage of the contract price.

## 4. Description, etc.

All descriptive specifications, drawings and particulars of weights and dimensions submitted with the Company's quotation are approximate only and the descriptions and illustrations contained in the Company's catalogue price list and other advertising matter are intended, merely to present a general idea of the goods described therein. The Company reserves the right to modify without notice the designs and specifications for the materials used in its products.

## 5. Delivery

Any time quoted for despatch is to date from receipt by the Company of a written order and all necessary information and drawings to enable it to put the work in hand. The Company will use reasonable endeavours to despatch on the date given, but will accept no liability for any delay or (subject to clause 11) failure to deliver.

## 6. Storage

If the Company does not receive forwarding instructions within ten days after date of notification that the goods are ready for despatch (or after the due delivery date, whichever is later) the customer shall take delivery or arrange storage. The Company, if its storage facilities permit, may, however store the goods making a charge until they are despatched and the goods when put into storage shall be paid for as if they had been despatched.

## 7. Carriage

Unless otherwise specified, the Company's quotation includes delivery to the Customer's principle place of business, depot or agreed site on the mainland of Great Britain, by any method of transport at the Company's opinion. The Company reserves the right to charge for any extra transport costs involved if delivery to other sites or by special means is required.

## 8. Purchaser's Risk

- Equipment shall be entirely at the Purchaser's risk as from date of delivery to the address stated in the Delivery instructions.
- When the Company shall install equipment in a refrigerator or structure which is the property of the Purchaser the installation will be made in a workmanlike manner and the Company shall not be responsible for any damage to refrigerator, structure or other property occasioned but the work of installation.
- The risk in any goods supplied by the Company to the purchaser shall pass to the purchase on delivery and until payment in full the purchaser shall take all necessary measures for the protection of the goods including insurance thereof with the Insurance Company approved by the Company and the goods shall be clearly marked as belonging to the Company.

## 9. Erection and/or Installation

The Purchaser shall ensure that a clear and suitable site is available and ready for the installation of equipment and that the site is readily accessible to normal transport. Except where otherwise specified, the Company does not supply lifting tackle, cranes, labour or materials for any builder's work, foundation, structural alteration, plumbing or electrical work. In the case of built-in cold rooms, and areas to be air conditioned, the Purchaser shall suitably prepare to be in a fit condition for the direct application of insulation and/or equipment.

## 10. Damage in Transit

Where the carrier has been selected by the Company, goods damaged in transit will be repaired or replaced free of charge provided that the Company and the Carriers receive written notification of such damage within 3 days of the receipt of the damaged goods. Unless such notification is received by the Company and the Carriers within that period, the Company shall be under no liability for damage in transit. The Customer is advised in his own interest to inspect the goods immediately on arrival.

## 11. Non-Delivery

In the case of non-delivery, notice in writing must be given to the Company and the Carriers within fourteen days of the delivery date mentioned on the advice note. In the case of shortage of delivery, claims will be considered only if the Company and the Carriers received the requisite written notification of such shortage within the time specified by the Carriers. The packing and contents should be retained for inspection by the Carriers' Inspectors.

## 12. Price

All prices included in the Company's quotation are subject to alterations upwards or downwards without notice according to the Company's prices ruling at the date of despatch to the Purchaser.

## 13. Terms of Payment

- Works will be undertaken upon receipt of a cleared deposit. The amount of which will be stated in the quotation or other correspondence between the Customer and the Project Manager.
- The Customer will be required to complete a credit application form which will be sent to the Customer on acceptance of our quotation and subsequent checks will be then be made. The results of which will determine if a 30 day credit account will then be opened.
- Invoices should be cleared in accordance with our terms, which is 30 days from invoice date.
- If payment is not received within our terms, we reserve the right to suspend any further provision of the services and cancel any future services which have been ordered by, or otherwise arranged, with the Customer.
- All payments due under these terms must be made in full without any deduction or withholding except as required by law and neither of us can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.
- All goods supplied remain the property of Meridian Cooling Ltd until full payment has been received.

## 14. Patents

In the event of any claim being made or action being brought against the customer in respect of infringement or patents by the manufacturer, or sale by the Company of goods supplied to the customer, hereunder, the customer shall make no admissions in respect therefore, but shall notify the Company immediately and the Company shall be at liberty with the customer's assistance if required, but at the Company's expense, to conduct all negotiations for the settlement of the same or any litigation that may arise there from.

## 15. Warranty

In respect of the new equipment, the Manufacturers' Warranty (as set out in the appropriate Warranty Certificate) shall operate in addition to all Warranties and conditions implied by law.

## 16. Performance

Performance figures, if given are such as may expect to be attained on test upon completion of installation and are subject to the usual tolerances. Reasonable time and opportunity are to be given to comply with such performance figures.

## 17. Consequential Damage

The Company shall be under no liability for any consequential loss, damage claims or liabilities of any kind arising from any cause whatsoever. In no circumstance shall the Company be responsible for any loss of profit or business, or for any damage or injury to any goods, property or persons.

## 18. Retention to Title Clause

- Notwithstanding delivery ownership in all goods supplied to the Purchaser shall remain in the Company until payment for the goods has been made in full.
- The risk in any goods supplied by the Company to the Purchaser shall pass to the Purchaser on delivery and until payment in full the Purchaser shall take all necessary measures for the protection of the goods including insurance thereof with an insurance Company approved by the Company and the goods shall be clearly marked as belonging to the Company.
- Until payment had been made in full the Purchaser shall not create or allow to be created any right in the goods in favour of any third party.

## 19. Part Exchange

Where the seller has agreed to allow part of the price of the Goods to be satisfied by the Buyer selling Goods in part exchange to the Seller, the part exchange allowance is agreed by the Seller on condition that the part exchange Goods are delivered to the Seller in the same condition as when inspected by the Seller and if the Buyer fails to deliver the part exchange Goods to the Seller in the same condition as when inspected by the Seller, the Seller may at its discretion cancel Agreement without being obliged to purchase the part exchange Goods at the part exchange allowance or at all.

## 20. Termination

- The seller shall be entitled to terminate the Agreement upon the happening of any one or all of the following events:
  - Failure by the Buyer to pay the Total Purchase and/or any sum due to the Seller under this Agreement on the due date.
  - Breach by the Buyer of any other condition of this Agreement
  - The Buyer, being an individual, dying, entering into composition or arrangement for the benefit of his creditors or having a Receiving Order in Bankruptcy made against him, or being a body corporate having a Receiver or a Receiver and Manager appointed or going into liquidation whether compulsory or voluntary.
- In the event of termination the Buyer shall forthwith pay to the Seller all sums due to the Seller under his agreement. Any deposit and prepayment of the Total Purchase Price paid by the Buyer shall be forfeit to the Seller and irrecoverable by the Seller. The Seller shall be entitled immediately to repossess all Goods in the possession or control of the Buyer or of any servant or agent of the Buyer in which property has not passed to the Buyer by reason of Clause 18(a) hereof and shall be entitled to enter upon any premises of the Buyer or under the control of the Buyer for such purpose.

## 21. Legal Construction

The Contract shall in all respects be constructed and operates as an English Contract in conformity with English Law.