

S&P UK Ventilation Systems' Terms and Conditions of Sale B2B (T&Cs)

This document sets out the T&Cs on which S&P UK Ventilation Systems Limited ("Us", "Our") is willing to supply you ("You", "Your") with goods and/or services.

1. Definitions and interpretation

1.1 In these T&Cs the following words and expressions shall have the following meanings:

"Acknowledgement of Order" means the acknowledgement by Us of an Order placed by You;

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

"Business Hours" the period from 8.30 am to 5.00 pm on a Business Day;

"Contract" means the contract between Us and You for the sale of the Goods and Services by Us to You in accordance with these T&Cs;

"Goods" means the goods (or any part of them) which We are to supply You with as set out in the Quotation;

"Goods Specification" any specification for the Goods, including any relevant plans or drawings, that is agreed by You and Us;

"Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, 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, renewals or extensions 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" means Your order for the supply of Goods and/or Services from Us in accordance with Our Quotation;

"Our Materials" has the meaning given in clause 8.1.8;

"Quotation" means the quotation provided by Us to You, setting out Your details, the Services (if any), the Goods (if any), the Price and any other relevant terms or specifications agreed between us;

"Services" means any services, design, contracting, installation, site support or similar service supplied by Us to You as set out in the Quotation;

"Site Services Pack AHUs/HRUs" as specified in Appendix 4.

"Site Support Engineer" means a person engaged by Us to visit Your site where required to set up the Goods or part of them;

"UK GDPR" has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018; and

"Website" means our Website at <https://www.solerpalau.com/en-uk/>

1.2 In these T&Cs:

1.2.1 any reference to the singular includes the plural and vice versa and any reference to one gender includes all genders;

1.2.2 reference to persons shall include a natural person, bodies corporate, partnerships, unincorporated associations and any other legal or commercial entity or undertaking;

1.2.3 reference to a party includes its successors and permitted assigns;

1.2.4 reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision;

1.2.5 where a party is required to perform an obligation then that person shall, unless otherwise expressly stated to the contrary, bear all cost and expense associated with the performance of the obligation in question;

1.2.6 the words include, includes, including and included will be construed without limitation; and

1.2.7 a reference to writing or written includes email.

1.2.8 Clause, Appendix and paragraph headings shall not affect the interpretation of the T&Cs.

1.2.9 The Appendices form part of the T&Cs and shall have effect as if set out in full in the body of the T&Cs. Any reference to the T&Cs includes the Appendices.

2. BASIS OF SALE

2.1 You acknowledge that these T&Cs apply to the Contract to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. You shall not, and shall ensure that Your personnel shall not, attempt to bind Us to terms and conditions which are not these T&Cs.

2.2 All of these T&Cs shall apply to the supply of both Goods and Services except where application to one or the other is specified.

2.3 The Order constitutes an offer by You to purchase Goods or Services or Goods and Services in accordance with these T&Cs and the Quotation.

2.4 The Order shall only be deemed to be accepted when We issue an Acknowledgment of Order at which point and on which date the Contract shall come into existence.

2.5 Any Quotation given by Us shall not constitute an offer and is only valid for the period stated in the Quotation, or if none is stated, a period of 3 months from its date of issue, after which time We reserve the right to change any of the details contained in the Quotation.

2.6 Any samples, drawings, descriptive matter or advertising issued by Us and any descriptions of the Goods or illustrations or descriptions of the Services contained in Our catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract nor have any contractual force.

2.7 Any advice or recommendation given by Us or Our employees or agents to You or Your employees in writing by Us is followed or acted upon entirely at Your own risk and accordingly We shall not be liable for any such advice or recommendation.

2.8 Any error or omission in any sales literature, Quotation or Acknowledgement of Order, price list, invoice or other document issued by Us shall be subject to correction by Us without any liability on Our part.

2.9 In entering into a Contract, You assume responsibility for the Goods and the Services being sufficient for Your purpose. We are not responsible for system design. As You have greater knowledge of Your own requirements, subject to clause 2.10, We will not accept any responsibility for the performance of the Services or the suitability of the Goods in their final operating location (regardless of whether details of the final operating location have been made available to Us).

2.10 The provisions of clause 2.9 above will not apply if We notify You in writing that We accept responsibility for creating the design of the systems or specification of the Goods.

2.11 You shall be responsible to Us for ensuring the accuracy of the terms of any Order placed by You and for giving Us any necessary information relating to the Goods and/or the Services within a sufficient time to enable Us to perform the Contract in accordance with its terms.

2.12 No order which has been accepted by Us may be cancelled by You except with Our agreement in writing and on terms that You shall indemnify Us in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses which are or will be incurred by Us as a result of the cancellation.

3. GOODS

3.1 The Goods are described in the Quotation.

3.2 To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by You, You shall indemnify Us against all losses, damages, costs, liabilities, claims and expenses suffered or incurred by Us in connection with any claim for infringement of the Intellectual Property Rights of any other person which results from Our use of the Goods Specification.

3.3 We may at any time change the design, construction and/or specification of the Goods for any reason, provided that such change does not materially affect their quality or performance.

4. DELIVERY OF GOODS

4.1 The Goods shall be delivered in the manner and to the location set out in the relevant Order or such other location as the parties may agree (the **"Delivery Location"**). In the absence of specification in the order or other agreement between the parties, the Delivery Location shall be Our premises.

4.2 Where the Delivery Location is agreed to be Our premises: (a) You shall collect the Goods at the time and date agreed in the relevant Order (or subsequently between the parties); (b) You shall be responsible for loading the Goods onto Your collection vehicle; and (c) delivery of the Goods shall be completed at the time when We notify You that the Goods are available for collection.

4.3 Where the Delivery Location is agreed to be Your premises; (a), You shall be responsible for unloading the Goods from the delivery vehicle; and (b) Delivery of the Goods shall be completed on the completion of unloading of the Goods at Your premises from Our appointed carrier.

4.4 Any dates quoted for the delivery of the Goods are approximate only and time for delivery shall not be of the essence of the Contract. We shall not be liable for any delay in delivery of the Goods that arises under Clause 15 or Your failure to provide Us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.5 We may make delivery by instalments. Where Goods are to be delivered in instalments each delivery shall constitute a separate contract and failure by Us to deliver any one or more of the instalments in accordance with the Contract, or any claim made by You in respect of any one or more instalments, shall not entitle You to cancel any other instalment.

4.6 If We fail to deliver the Goods, Our liability shall be limited to the costs and expenses incurred by You in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.

4.7 If You fail to either: a) take delivery of the Goods; b) accept delivery of the goods or c) fail to give Us adequate delivery instructions, then without prejudice to any other right or remedy available to Us, We may:

4.7.1 deem delivery of the Goods to have been completed at 9.00 am on the third business day following the day on which We notified You that the Goods were ready; and

4.7.2 store the Goods until actual delivery and charge You for the reasonable costs (including insurance) of such storage; or

4.7.3 sell the Goods at the best price reasonably obtainable and (after deducting all reasonable storage and selling expenses) charge You for any shortfall below the Price payable by You for the relevant Goods pursuant to the Contract.

4.8 Where Your premises are located outside the UK, the Goods shall be delivered Ex Works at Our premises in accordance with Incoterms 2020.

4.9 No claim for damage to any Goods, non-delivery of any Goods or for any shortages in the Goods delivered will be considered by Us unless We are advised of such claim in writing within 48 hours of:

4.9.1 in the case of a claim for damage, the date of delivery of the Goods or such part thereof as are actually delivered; and

4.9.2 in the case of a claim for non-delivery, the agreed delivery date for the relevant Goods.

4.10 Any claim for damage, shortages or non-delivery shall also be notified by You to Us in the manner and within the time limits prescribed by the relevant carrier's terms and conditions as set out in Appendix 2 or as otherwise advised by Us to You. In the case of a claim for damage, You must provide Us with evidence that the relevant Goods are damaged beyond repair.

4.11 In the event of a failure by You to comply with Clause 4.9 or 4.10, then any claim which You may otherwise have pursuant to this Clause 4 will be deemed to have been waived and will be absolutely barred and, in the case of a claim for damage, You will be deemed to have accepted the Goods.

5. TITLE AND PROPERTY

5.1 Risk of damage to or loss of the Goods shall pass to You on completion of Delivery.

5.2 Subject to clause 5.4.2, title to the Goods shall not pass to You until We receive payment in full (in cash or cleared funds) for the Goods and any other goods that We have supplied to You in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.

5.3 Until such time as property in the Goods passes to You in accordance with Clause 5.3 above You shall:

5.3.1 store the Goods separately from all other goods held by You so that they remain readily identifiable as Our property;

5.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

5.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full Price on Our behalf from the date of delivery;

5.3.4 notify Us immediately if You becomes subject to any of the events listed in Clause 11.2.3 – 11.2.6; and

5.3.5 provide Us with such information as We may reasonably require from time to time relating to: a) the Goods; and (b) Your ongoing financial position; and

5.3.6 permit Us to enter Your premises during Your normal business hours upon reasonable notice to verify Your compliance with this Clause 5.

5.4 Subject to Clause 5.5 below, You may resell or use the Goods in the ordinary course of business (but not otherwise) before We receive payment for the Goods. However, if You resell the Goods before that time:

5.4.1 You do so as principal and not as our agent; and

5.4.2 title to the Goods shall pass from Us to You immediately before the time at which resale by You occurs.

5.5 At any time before title to the Goods passes to You, We:

5.5.1 may by notice in writing, terminate Your right under Clause 5.4 to resell the Goods or use them in the ordinary course of business; and

5.5.2 require You to deliver up all Goods in Your possession that have not been resold, or irrevocably incorporated into another product and if You fail to do so promptly, enter any of Your premises or of any third party where the Goods are stored in order to recover them.

5.6 We shall have the right to maintain an action against You for the Price of the Goods notwithstanding that property in the Goods has not passed.

6. QUALITY OF GOODS

6.1 We warrant that on delivery the Goods shall:

6.1.1 conform in all material respects with their description and any applicable Goods Specification; and

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

6.2 The warranty contained in Appendix 1 shall apply in respect of the Goods.

6.3 Subject to clause 6.4, if:

6.2.1 You give notice to Us in writing within a reasonable time of discovery that some or all of the Goods do not comply with the warranties set out in clause 6.1 and Appendix 1;

6.2.2 We are given a reasonable opportunity of examining such Goods; and

6.2.3 (if asked to do so by Us) You return such Goods to our place of business at Your cost, We shall, at our option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

6.4 We shall not be liable for the Goods' failure to comply with the warranties set out in clause 6.1 and 6.2 if:

6.4.1 You make any further use of such Goods after giving a notice in accordance with clause 6.2;

6.4.2 the defect arises because You have failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;

6.4.3 the defect arises as a result of our following any drawing, design or specification supplied by You;

6.4.4 You alter or repair such Goods without our written consent;

6.4.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or

6.4.6 the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

6.5 Except as provided in this clause 6, We shall have no liability to You in respect of the Goods' failure to comply with the warranties set out in clause 6.1 and 6.2.

6.6 These Conditions shall apply to any repaired or replacement Goods supplied by Us.

7. SERVICES AND CONTRACT WORKS

7.1 We shall supply the Services to You in accordance with the Contract and the details set out in the Quotation and any specification agreed between the parties, in all material respects.

7.2 The Site Services Pack AHU/HRU conditions are to be met by both parties.

7.3 We shall use all reasonable endeavours to meet any estimated performance dates for the Services specified in the Quotation, but any such dates shall be estimates only and time shall not be of the essence for the performances of the Services.

7.4 We warrant to You that the Services will be provided using reasonable care and skill.

7.5 Subject to providing you with notice, we may change the Services at any time, provided that such change does not materially affect the nature of the quality of the Services.

7.6 We are responsible for ensuring that We have the necessary staff in order to provide the Services. You shall ensure that We have all the agreed drawings, documentation, consents and approvals required in order to provide the Services to You at the relevant premises.

7.7 We are not bound to undertake any work or provide the Services as a variation or addition to the Order unless this is agreed in writing between the parties together with full details of any associated Price change.

7.8 The provisions of Appendix 3 shall apply in respect of any site visits by Our Site Support Engineers.

8. YOUR OBLIGATIONS

8.1 You shall:

8.1.1 ensure that the terms of the Order and any information You provide in relation to the Quotation and any additional specifications are complete and accurate;

8.1.2 co-operate with Us in all matters relating to the Services;

8.1.3 provide Us, Our employees, agents, consultants and subcontractors, with access to Your premises, office accommodation and other facilities as We reasonable require to provide the Services;

8.1.4 provide Us with such information and materials as We may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

8.1.5 ensure that Your premises are safe and prepare Your premises for the supply of the Services;

8.1.6 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;

8.1.7 comply with all applicable laws, including health and safety laws;

8.1.8 keep all of Our materials, equipment, documents and other property ("**Our Materials**") held at Your premises in safe custody at Your own risk, maintain Our Materials in good condition until returned to the Us, and not dispose of or use Our Materials other than in accordance with Our written instructions or authorisation;

8.1.9 comply with any additional obligations detailed in the Quotation, Order or any additional specification agreed by the parties;

8.1.10 comply with Our instructions in connection with any product recall initiated by Us involving the Goods or Services (or any of them);

8.1.11 notify Us within 24 hours of any discussions, negotiations or proposals with or to any one or more of Your creditors in relation to any composition, compromise, arrangement or scheme of arrangement of debt or debts owed to any such creditor; and

8.1.12 not re-package the Goods or remove or alter any trade marks, patent numbers, serial numbers or other identifying marks on the Goods or their packaging or add any other trademarks, patent numbers, serial numbers or other identifying marks to the Goods or their packaging.

8.2 If Our performance of any of Our obligations under the Contract is prevented or delayed by any act or omission by You or failure by You to perform any relevant obligation ("**Your Default**"):

8.2.1 without limiting or affecting any other right or remedy available to it, We shall have the right to suspend performance of the Services until You remedy Your Default, and to rely on Your Default to relieve Us from the performance of any of Our obligations in each case to the extent Your Default prevents or delays Our performance of any of Our obligations;

8.2.2 We shall not be liable for any costs or losses sustained or incurred by You arising directly or indirectly from Our failure or delay to perform any of Our obligations as set out in this Clause 8.2; and

8.2.3 You shall reimburse Us on written demand for any costs or losses sustained or incurred by Us arising directly or indirectly from Your Default.

9. PRICE

9.1 The price of Goods and the Services (the "Price") is the price for them included in Our most recent Quotation as at the time that You place Your Order for them with Us; that Price shall prevail over any previously quoted estimated or agreed prices.

9.2 The Price is exclusive of:

9.2.1 any applicable value added tax (and any other similar or equivalent taxes, duties, fees and levies imposed from time to time by any government or other authority) which You shall pay to Us in addition to the Price payable for the Goods and the Services if applicable in the manner and at the rate prescribed by law from time to time; and

9.2.2 in relation to Goods, packaging, insurance and delivery costs which we may invoice to You.

9.3 The Price will only be considered as firm and binding when Your Offer is accepted by Us in accordance with Clause 2.

9.4 The Price of the Services in the Quotation are for work carried out in Business Hours and any variation to the Contract requiring working outside Business Hours will give rise to an additional charge payable by You.

9.5 The Price does not include waiting time, or any additional time spent relating to the provision of the Services or Goods which are not specified in the Quotation, and, where this is caused by an act or omission of You, this will be charged to You at Our then current normal hourly charge-out rate.

9.6 We may charge You for any expenses reasonably incurred by the individuals whom We engage in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Us for the performance of the Services, and for the cost of any materials.

9.7 We reserve the right to increase the Price for Goods and Services, by giving notice to You at any time before delivery, to reflect any increase in the costs of the Goods and Services to Us due to (a) any factor beyond Our control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs); (b) any request by You to change the delivery date(s), quantities or types of Goods ordered or the relevant specification; or (c) any delay caused by any of Your instructions in respect of the Goods or Your failure to give Us adequate or accurate information or instructions in respect of the Goods.

10. PAYMENT

10.1 You shall pay the Price of the Goods and/or Services to Us as set out in Clause 9 in accordance with this Clause 10.

10.2 If We inform You that We require payment for the Goods and/or the Services prior to delivery and/or performance of the same, We will not be obliged to deliver the Goods or provide the Services until You have paid the full amount shown on the pro-forma invoice provided by Us to You relating to the Goods and/or the Services.

10.3 Where an account has been opened for You, We may in Our absolute discretion set and, on written notice to You, alter Your credit limit or terminate Your account facilities and We reserve the right not to deliver the Goods or provide the Services and/or to require payment in advance pursuant to Clause 10.2 if the Price thereof increases the amount owed by You to Us beyond Your credit limit applicable from time to time. If We do not agree to grant credit to You, We will inform You promptly following a full assessment of Your credit application.

10.4 You shall pay invoices in full within 30 days from the date of the invoice unless stated otherwise in writing by Us.

10.5 Time for payment shall be of the essence of the Contract.

10.6 If You fail to make any payment by the due date then, without prejudice to any other right or remedy available to Us, We may without liability:

10.6.1 suspend any further work on the Contract or any other contract between Us and You, including any ongoing work in the provision of the Services, or cancel the Contract or any other contract between Us and You;

10.6.2 appropriate any payment made by You to such of the Goods or Services (or the goods or services supplied under any other contract between You and Us) as We may in Our absolute discretion think fit (notwithstanding any purported appropriation by You); and

10.6.3 charge You for any failed attempts to make delivery and for any waiting time, or expenses incurred during that time, at Our then current normal hourly charge-out rates.

10.7 We shall be entitled to payment for all instalments of the Goods and the Services provided to date to You notwithstanding that the remainder of the Goods and further provision of the Services have not yet been delivered or provided to You.

10.8 Payments to Us are not subject to any retention by You unless agreed prior to the placement of the order.

10.9 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

11. LIABILITY

11.1 We have obtained public and product insurance cover in respect of Our own legal liability as detailed for individual claims of up to £50,000,000 per claim. The limits and exclusions in this Clause 11 reflect the insurance cover We have been able to arrange and You are responsible for making Your own arrangements for the insurance of any excess loss.

11.2 The restrictions on liability in this Clause 11 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

11.3 Subject to Clause 11.4, We are not liable for the following types of loss:

11.3.1 loss of profits;

11.3.2 loss of sales or business;

11.3.3 loss of agreements or contracts;

11.3.4 loss of anticipated savings;

11.3.5 loss of use or corruption of software, data or information;

11.3.6 loss of or damage to goodwill; or

11.3.7 indirect or consequential loss.

11.4 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

11.4.1 death or personal injury caused by negligence;

11.4.2 fraud or fraudulent misrepresentation;

11.4.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

11.4.4 defective products under the Consumer Protection Act 1987;

11.4.5 any other matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.

11.5 Subject to Clause 11.4, Our maximum liability shall be limited to the Price payable by You under the relevant Contract (being the Price stated in the relevant Quotation).

11.6 We have given commitments as to compliance of the Goods and Services with relevant specifications in this Contract. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act

1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

11.7 You shall indemnify Us against all losses, liabilities, costs, damages and expenses that We do or will incur or suffer, all claims or proceedings made, brought or threatened against Us by any person and all losses, liabilities, costs (on a full indemnity basis), damages and expenses Us does or will incur or suffer as a result of defending or settling any such actual or threatened claim or proceeding, in each case arising out of or in connection with any breach by You of its obligations to Us under the Contract including where they arise from Our negligence.

11.8 This clause 11 shall survive termination of the Contract.

12. TERMINATION

12.1 Without affecting any other right or remedy available to Us, We may terminate the Contract with immediate effect by giving written notice to You if:

12.1.1 You commit a material breach of Your obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 20 days after receipt of notice in writing to do so;

12.1.2 You fail to pay any amount due under the Contract on the due date for payment;

12.1.3 You take any step or action in connection with You entering administration, provisional liquidation or any composition or arrangement with Your creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of Your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

12.1.4 You suspend, or threaten to suspend, or cease or threaten to cease to carry on all or a substantial part of Your business;

12.1.5 Your financial position deteriorates so far as to reasonably justify the opinion that Your ability to give effect to the terms of the Contract is in jeopardy; or

12.1.6 You undergo a change of Control (as defined in section 1124 of the Corporation Tax Act 2010).

12.2 Without affecting any other right or remedy available to Us, We may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between You and Us if You fail to pay any amount due under the Contract on the due date for payment, You become subject to any of the events listed in Clause 12.1.3 to Clause 12.1.6, or We reasonably believe that You are about to become subject to any of them.

13. CONSEQUENCES OF TERMINATION

13.1 On termination of the Contract:

13.1.1 You shall immediately pay to Us all of Our outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, We shall submit an invoice, which shall be payable by You immediately on receipt; and

13.1.2 You shall return all of Our Materials and or Goods which have not been fully paid for. If You fail to do so, then We may enter Your premises and take possession of them. Until they have been returned, You shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

13.2 Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

13.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

13.4 You acknowledge that the Goods and the Services may be specific to Your requirements and/or may not be able to be sold elsewhere and therefore if We accept any cancellation of the Contract by You in writing, then You acknowledges that You will be liable for payment for such Goods and/or Services and for any work carried out at Our then current normal hourly charge-out rate in respect of any additional services provided in connection with such a termination.

14. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

14.1 You shall not remove, alter, deface or tamper with any of the trade marks, names, numbers or other means of identification of Ours used on the Goods or any accompanying documentation or packaging of the Goods, or allow anyone else to do so.

14.2 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by You) shall be owned by Us.

14.3 Nothing in the Contract will operate to transfer to You or to grant to You any licence or other right to use any of such intellectual property rights unless We provide Our express written consent to do so.

14.4 Subject to Clause 25.2, each party agrees to maintain confidential the terms of these T&Cs and all information obtained from the other pursuant to these T&Cs, to respect the other's proprietary rights in it, to use it exclusively for the purpose of these T&Cs and to disclose the same only to those of its respective directors, officers and employees or professional advisors ("**Personnel**") to the extent that such disclosure is reasonably necessary and proper for the purpose of these T&Cs, their duties or position.

14.5 Each party shall procure that all of its respective Personnel who have access to any information of the other shall be made aware of and subject to these obligations.

14.6 The obligations imposed by this Clause 14 shall not apply to any information which:

14.6.1 is at the date of the Contract generally known to the public or later becomes generally known to the public otherwise than by reason of breach of the recipient's obligations under these T&Cs;

14.6.2 is prior to disclosure under the Contract in the possession of the recipient free of any obligation of confidentiality;

14.6.3 subsequent to disclosure under the Contract becomes lawfully available to the recipient from a source independent of the other;

14.6.4 is independently developed by a party without recourse to any information supplied by the other party; or

14.6.5 either party is required to disclose by Law or by the rules of any governmental or other regulatory body (including any applicable stock exchange or by a court or other authority of competent jurisdiction) provided that (where lawful to do so) the party that is required to make the disclosure in question gives the other as much notice of that disclosure as possible and takes into account the reasonable requests of the other in relation to the content of this disclosure.

14.7 All materials, equipment and tools, drawings, specifications and data supplied by Us to You shall, at all times, be and remain Our exclusive property, but shall be held by You in safe custody at Your own risk and maintained and kept in good condition by You until returned to Us and shall not be disposed of or used other than in accordance with Our written instructions or authorization.

15. DATA PROTECTION

15.1 The following definitions apply in this clause 15:

15.1.1 Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

15.1.2 Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).

15.1.3 Domestic Law: the law of the United Kingdom or a part of the United Kingdom.

15.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 15 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

15.3 The parties acknowledge that for the purposes of the Data Protection Legislation, You are the Controller and We are the Processor.

15.4 Our primary policy, which is available on Our Website at <https://www.solerpalace.com/en-uk> sets out the scope, nature and purpose of Our processing, the duration of the processing and the types of Personal Data and categories of Data Subject.

15.5 Without prejudice to the generality of clause 15.2, You will ensure that You have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Us and/or lawful collection of the Personal Data by Us on behalf of You for the duration and purposes of the Contract.

15.6 Without prejudice to the generality of clause 15.2, We shall, in relation to any Personal Data processed in connection with the performance by Us of our obligations under the Contract:

15.6.1 process that Personal Data only on Your documented written instructions unless We are required by Domestic Law to otherwise process that Personal Data. Where We are relying on Domestic Law as the basis for processing Personal Data, You shall promptly notify Us of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits Us from so notifying You;

15.6.2 ensure that We have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

15.6.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

15.6.4 not transfer any Personal Data outside of the UK unless Your prior written consent has been obtained and the following conditions are fulfilled:

15.6.4.1 You or We have provided appropriate safeguards in relation to the transfer;

15.6.4.2 the Data Subject has enforceable rights and effective legal remedies;

15.6.4.3 We comply with Our obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

15.6.4.4 We comply with reasonable instructions notified to Us in advance by You with respect to the processing of the Personal Data;

15.6.5 assist You, at Your cost, in responding to any request from a Data Subject and in ensuring compliance with Your obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

15.6.6 notify You without undue delay on becoming aware of a Personal Data Breach;

15.6.7 at Your written direction, delete or return Personal Data and copies thereof to You on termination of the Contract unless required by Domestic Law to store the Personal Data; and

15.6.8 maintain complete and accurate records and information to demonstrate Our compliance with this clause 15.

15.6 You consent to Us appointing third-party processors of Personal Data under the Contract. We confirm that We have entered or (as the case may be) will enter with each third-party processor into a written agreement incorporating terms which are substantially. As between You and Us, We shall remain fully liable for all acts or omissions of any third-party processor appointed by Us pursuant to this clause 15.6.

16. FORCE MAJEURE

16.1 Neither party will be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract (other than an obligation to pay sums) if that delay or failure result from events, circumstances or causes beyond its reasonable control. In those circumstances the time for performance will be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

17. SUBCONTRACTORS

17.1 We may sub-contract Our obligations under the Contract or any part thereof to Our subcontractors.

18. ASSIGNMENT

18.1 We may at any time assign, transfer or deal in any other manner with any or all of its rights and obligations under the Contract.

18.2 You shall not assign, transfer or deal in any other manner with any of its rights and obligations under the Contract without Our prior written consent.

19. ENTIRE AGREEMENT

19.1 The Contract contains the whole agreement between the parties and it supersedes any prior written or oral agreement between the parties and is not affected by any other promise, representation, warranty, usage, custom or course of dealing. Save where expressly stated otherwise in this agreement, both parties confirm that neither has entered into this agreement on the basis of any representation that is not expressly incorporated into the Contract. Nothing in the Contract shall exclude liability for any fraudulent statement or act made prior to the date of the Contract.

20. VARIATION

20.1 No variation or amendment to the Contract shall be effective unless in writing and signed by each of our respective authorised representatives.

21. NO AGENCY OR PARTNERSHIP

21.1 Nothing in the Contract shall constitute You as an agent of Us in respect of any re-sale of the Goods by You so as to confer upon a third party any rights against Us.

21.2 Nothing in the Contract and no action taken by the parties in connection with it or them will create a partnership or joint venture between the parties or give either party authority to act as the agent of or in the name of or on behalf of the other party or as to bind the other party or to hold itself out as being entitled to do so.

21.3 Each party agrees that it is an independent contractor and is entering into the Contract as principal and not as agent for or for the benefit of any other person.

22. REMEDIES

22.1 Any exercise by Us of our rights under the Contract shall not limit or affect any other rights or remedies available to Us.

23. NOTICES

23.1 Notices sent under or in connection with these T&Cs must be in writing and:

23.1.1 sent by first class, pre-paid, post;

23.1.2 delivered by hand; or

23.1.3 sent by email to the email address at the receiving party set out in the Order.

23.2 In respect of both postal delivery and delivery by hand, the notice shall be addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified in writing under this provision to the party giving the notice.

23.3 Notice is deemed given:

23.3.1 in the case of hand delivery – at the time the delivery is made;

23.3.2 in the case of posting to an address in the UK two Business Days after the notice is posted; and

23.3.3 in the case of email at the time of transmission provided that notice of failed or incomplete transmission is not received by the sender.

23.4 Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified in writing pursuant to this provision to the party given the notice.

24. SEVERANCE

24.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this Clause 23 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.

25. ANTI-BRIBERY COMPLIANCE

25.1 Each of Us shall:

25.1.1 comply with all Laws relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and shall ensure that our employees, representatives, subcontractors and agents comply with such Laws;

25.1.2 have and shall maintain in place during the continuance of the Contract, their own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010 and each of Us will enforce them where appropriate;

25.1.3 promptly report to the other any request or demand for any undue financial or other advantage of any kind received in connection with the Contract;

25.1.4 upon request, certify to the other, in writing, that it has complied with this Clause 25 and each of Us shall provide such supporting evidence of compliance as the other shall reasonably require; and

25.1.5 ensure that all persons associated with them in relation to the Contract comply with this Clause 25.

25.2 Each party may disclose the Contract and any information that it obtains in connection with it to any government agency or regulatory authority, or other persons that it reasonably determines, have a need for such information in connection with the Bribery Act 2010.

26. CONFLICT

26.1 Where there is conflict between the T&Cs and the Appendices, the terms of the Appendices shall prevail.

27. GOVERNING LAW, JURISDICTION & ARBITRATION

27.1 The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by the laws of England and Wales and the parties agree to submit to the nonexclusive jurisdiction of the English courts in determining any dispute arising out of or in connection with the Contract (including in relation to any non-contractual obligations).

APPENDIX 1 – WARRANTY

Supply & Fit

If the Goods have been supplied and installed by Us they are covered with a full parts and labour warranty. If you detect a fault, please contact us on 01473 276890. You will be given guidance over the phone, or an arrangement may be made for a member of our team to visit (call-out charges may apply if a fault cannot be identified).

Supply Only

If the Goods have been supplied by Us and installed by a third party they are covered by a parts only warranty. If you detect a fault and the product has been installed in accordance to the fitting/wiring instructions please return the product to the place of purchase for a replacement.

APPENDIX 2 – CARRIER NOTICE PERIODS

Parcel shipments

Claims must be made by You within 48 hours of delivery or attempted delivery of the shipment.

Pallet shipments

Claims must be logged by You within 24 hours of the delivery

APPENDIX 3 – SCOPE OF WORKS FOR SITE SUPPORT ENGINEERS

1. The Site Support Engineer shall be greeted on site by a suitably qualified person appointed by You.
2. The Site Support Engineer will make checks of actions to be completed (by others). These actions are noted on the site support form(s) for the Goods being supported and are available to You on request.
3. The Site Support Engineer will not rectify any customer wiring if it is found to be erroneous, however if a qualified electrician (whom has been appointed by You) is available then they may correct the fault under the Site Support Engineer's guidance.
4. The Site Support Engineer will carry out a visual inspection of Our supplied Goods and report on any faults noted.
5. The Site Support Engineer can establish:-
 - 5.1 product compatibility:-
 - 5.1.1 Fan/Controller/Inverter;
 - 5.1.2 Sensors;
 - 5.2 that the equipment is correctly connected to supply/controller/accessories (sensors);
 - 5.3 product suitability for the applications;
 - 5.4 if the application is as described/advised in the specification and as expected from the details provided.
6. The Site Support Engineer will not carry out any mechanical nor electrical installation work or rework. However any rework to Our supplied equipment (i.e. to correct any noted faults/damage which are as a result of the actions of others) can be quoted for.
7. In the event that rework is necessary (to rectify any noted faults/damage which are as a result of the actions of others) and the Site Support Engineer is able to carry out the work during the site support visit then an order for any additional parts quoted for MUST be received from the customer/distributor prior to the rework commencing.
8. Provided that there are no noted faults, then the Site Support Engineer is in attendance to set up (program) the control device only, to the customer's requirements.
9. The Site Support Engineer is not to work on any equipment which is not supplied by Us.
10. The Site Support Engineer will record all the data that has input into the equipment on the site support form.
11. The Site Support Engineer will take data outputs from Our unit only (if applicable).
12. The Site Support Engineer is not expected to carry a replacement product(s) not spare parts.
13. The Site Support Engineer is not attending site to replace products should they be deemed faulty/unsuitable.
14. The Site Support Engineer will complete and then leave with You a copy of the site visit form which shall include the settings of the unit.
15. Installation, wiring and pipework across all refrigeration related components (external condensers, compressors, injection/reverse valves & refrigerant gas sensors, etc...) is by others. This wiring of the external controls box to the main AHU controller is by others. As listed this is out of S&P UK scope of works.

APPENDIX 4 – SITE SERVICES PACK AHUs/HRUs

Link to website.