

TERMS AND CONDITIONS OF SALE

This version of 'DKL Mechanical Limited's' Terms and Conditions (as detailed in the footer) override those which have been previously held. All sales are now subject to these Terms and Conditions of Sale.

DEFINITIONS

- a) 'DKL Mechanical Limited' refers to DKL Mechanical Limited and subsidiary companies as defined in Section 1154 of the Companies Act 1948 and shall not include its successors and assigns.
- b) 'Customer' means a person/firm/company to whom 'DKL Mechanical Limited' supplies Service and/or Products (as herein defined) and shall include the Customer's legal personal representatives' successors and assigns.
- c) 'Contract' means any agreement between 'DKL Mechanical Limited' and the Customer for the supply of Products or Services.
- d) 'Services' means Services to be provided by 'DKL Mechanical Limited' to a Customer and may include but shall not be limited to project management, design, installation, support services and training.
- e) 'Product' means Products or parts thereof to be supplied but not necessarily manufactured by 'DKL Mechanical Limited' to a Customer and may include but shall not be limited to Building Services Products.
- f) 'Contact Price' means the sum so named in the Contract and is ex works, exclusive of VAT and other taxes and delivery costs which are payable in addition at the date of invoice.
- g) 'Premises' means the place or places other than 'DKL Mechanical Limited's' Premises to which the Product is to be delivered or where Services are to be provided as described in the Contract.
- h) 'Date of Handover' means the date upon which the Customer is required to sign the Certificate of Handover or accept delivery of Products and/or Services.

CONTRACTS

- a) Any quotation submitted by 'DKL Mechanical Limited' to the customer shall constitute an offer and shall remain open for acceptance in the manner prescribed for a period of 30 days from the date of quotation unless otherwise stated in writing within the quotation and proposal documentation.
- b) Any contract between 'DKL Mechanical Limited' and the customer shall incorporate and be subject to these terms and conditions. Any terms or conditions contained in the customer's order form or other document which are inconsistent with these general terms and conditions shall not apply unless it is agreed in writing by 'DKL Mechanical Limited'.
- c) If any provision hereof shall be held by a court of competent jurisdiction to be invalid or voidable such provision shall be struck out and the remainder hereof shall stand in full force and effect.

LIABILITY

- a) Subject to the specific warranty provisions herein contained 'DKL Mechanical Limited's' liability for any claims for incidental injury loss or damage by the customer arising out of or in connection with defects in the product or any act omission or neglect or default (whether or not the same constitutes a fundamental breach of the contract or a fundamental term thereof) of 'DKL Mechanical Limited', its servants or agents in

the performance of the contract shall be limited to the provisions as detailed in the 'Insurance' section of these terms.

- b) 'DKL Mechanical Limited' shall not in any event be liable for any consequential loss or damage howsoever caused.

TITLE AND RISK

- a) Risk in the products shall pass to the customer on delivery to the premises.
- b) Property in the products shall not pass to the customer until paid for in full. In the event of a default in payment by the customer or the customer entering into liquidation or being made bankrupt or having a winding up order made against it or having a receiver appointed, 'DKL Mechanical Limited' shall without prejudice to any other remedies it may have under the contract; (1) Terminate the contract forthwith by notice in writing to the customer liquidator or other persons as appropriate (2) Enter the premises and recover and or all products in respect of which full payment of the contract price has not been made and the customer liquidator or other persons shall afford 'DKL Mechanical Limited' free access thereto and all such facilities as may be necessary to enable 'DKL Mechanical Limited' to do so.

INSURANCE

- a) 'DKL Mechanical Limited' will indemnify the customer against direct damage to property or death or injury to persons to the extent caused by the negligent acts or omissions of 'DKL Mechanical Limited', its subcontractors, servants or agents under this Agreement but not otherwise, by making good such damage to property or compensating such death or injury provide that 'DKL Mechanical Limited's' total liability does not exceed that covered by our insurances. Please contact 'DKL Mechanical Limited' for a copy of our insurance certificates for further information.

DELIVERY & INSTALLATION

- a) 'DKL Mechanical Limited' will try to ensure the delivery of products ordered from us will be delivered as specified in the purchase order by the customer. Should for any reason, the required delivery date is not met, 'DKL Mechanical Limited' will not accept any financial penalty imposed on the company.
- b) Where a period is agreed for delivery and such period is not extended by our written agreement, the customer shall take delivery within that period.
- c) Offloading at point of delivery shall be the responsibility of and be undertaken by the customer unless otherwise agreed in writing prior.
- d) The installation of any product or equipment supplied by 'DKL Mechanical Limited' is the full responsibility of the customer. 'DKL Mechanical Limited' will not accept any responsibility of any installation instructions supplied with our equipment is not fully adhered to.
- e) Products must be inspected before signature of the delivery note or certificate of handover. Any damage, shortage or discrepancy should be noted on the delivery note and communicated to 'DKL Mechanical Limited' as soon as possible.

STORAGE

- a) If the customer fails to take delivery, 'DKL Mechanical Limited' is entitled at the customer's risk and expense to store the products at the customer's premises or elsewhere and to invoice for the goods accordingly.

DKL Mechanical Limited, Company Registration No. 10924819, VAT Registration No. 279 4901 59

Registered Office: PO Box B30, 35 Westgate, Huddersfield. HD1 1PA

Document Reference: QMS F 19 – Terms & Conditions of Sale

WARRANTY

- a) The standard warranty period shall be for 12 months from: (1) the date of handover in respect of 'DKL Mechanical Limited' manufactured products (2) date of delivery to the Premises in respect of any products supplied by 'DKL Mechanical Limited' but not manufactured by 'DKL Mechanical Limited'.
- b) During the warranty period 'DKL Mechanical Limited' shall use its best endeavours to keep the products operating including repair and replacement (at 'DKL Mechanical Limited' option) of any defective products at no cost to the customer.
- c) Goods not of our own manufacture are guaranteed only to the extent of the manufacturers' warranty and without any further responsibility on the part of 'DKL Mechanical Limited'.
- d) 'DKL Mechanical Limited' warrants to the customer that it will use its best endeavours to procure manufactures of the various parts of the products to pass on the benefit of the warranties (if any) given by those manufacturers for the customers benefit.
- e) The warranty shall be inoperative in the event of (1) failure of the customer to maintain a suitable operating environment (2) use of the products for purposes other than those from which they were originally designed without prior approval (3) accidental damage or neglect (4) failure of the customer to follow operating procedures laid down by 'DKL Mechanical Limited' (5) any alterations or additions to the products or relocation of any part of the products without (DKL Mechanical Limited's' written approval.
- f) 'DKL Mechanical Limited' will not accept any warranty claims against failure or products or components due to water quality and conditions. We do not accept responsibility for water quality unless clearly specified within our quotation and specifications. We also reserve the right to make any charges to cover any costs imposed on 'DKL Mechanical Limited' due to such issues.

CUSTOMER OBLIGATIONS

- a) It shall be the customers sole responsibility to provide and maintain at all times adequate and operational conditions for the products and any additional costs incurred by 'DKL Mechanical Limited' due to the customers failure suitably to prepare or maintain premises or to provide 'DKL Mechanical Limited' with all facilities reasonably required by it to perform its obligations under the contract shall be borne by the customer.

TERMINATION

- a) Either party shall have the right to terminate the Contract if the other party is in material breach of the Contract and does not rectify this breach within 30 days of receipt of notification thereof in writing.
- b) Such termination shall in all cases be without prejudice to the existing rights and obligations of both parties.
- c) Any charges incurred prior to termination of contract shall be agreed by both parties and invoiced accordingly.

ASSIGNMENT

- a) The customer shall not be entitled to assign the contract or any part thereof.

FORCE MAJEURE

- a) Neither party shall be liable for failure to perform its obligations under the contract if such failure results from circumstances beyond the party's reasonable control including but not limited to trade disputes, breakdown of plant, delay by suppliers, fire, theft, riot, war, prohibition of export or import or an Act of God.

CONFIDENTIALITY

- a) 'DKL Mechanical Limited' and the customer shall keep confidential any information obtained under the contract and shall not divulge the same to any third party without prior written consent of the other party.

NOTICE

- a) Any notice to be given hereunder shall be in writing and shall be delivered or sent by post or by telex or facsimile to the relevant party at its registered or principal office and shall be deemed to have been given in the cases of a notice which has been delivered by hand when it is deposited at the appropriate address. In the case of a notice sent by post 48 hours after the date on which a first class registered letter including such notice is posted and in the case of a notice sent by telex or facsimile when it is deposited and the appropriate answerback code is received.

PAYMENT

- a) The contract price will be invoiced in the stages as defined within the 'DKL Mechanical Limited' quotation and proposal documentation.
- b) 'DKL Mechanical Limited' reserve the right to amend prices where necessary, including the right to alter prices at any time due to severe movements in raw materials. Any changes will be communicated to the customer in writing for written consent.
- c) In the event of a increase in price, the customer reserves the right to cancel/amend the order. Cancellation or amendment of the order shall be subject to reasonable charges as appropriate.
- d) Payment of invoices shall be made as defined within the 'DKL Mechanical Limited' quotation and proposal documentation. If this is not specified on the quotation, our standard payment terms are 30 days from date of invoice. 'DKL Mechanical Limited' shall have the right to charge interest from the date of the invoice on overdue invoices without further notice at the rate of 3% per annum over the national base rate at that time.
- e) All goods supplied by 'DKL Mechanical Limited' remain the property of 'DKL Mechanical Limited' until paid for in full. In the event that goods remain unpaid, 'DKL Mechanical Limited' reserve the right to request the removal of these goods.

LAW

- a) These general terms and conditions and each and every contract pursuant thereto shall be construed and interpreted in accordance with the laws of England.

CLAUSES

- a) Deliveries detailed on the quotation are from the date of final instructions to proceed (i.e. written approval of drawings).
- b) The delivery period quoted excludes company and national holidays.