

## **Terms & Conditions of Sale and Tender:**

### **DEFINITIONS**

- (a) 'Arbe Integrated Engineering Ltd' means Arbe Integrated Engineering Ltd 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 or company to whom 'Arbe Integrated Engineering Ltd' supplies Service and/or Products (as herein defined) and shall include the Customers legal personal representatives' successors and assigns.
- (c) Contract shall mean any agreement between 'Arbe Integrated Engineering Ltd' and the Customer for the supply of Products or Services.
- (d) Services means Services to be provided by 'Arbe Integrated Engineering Ltd' to a Customer and may include but shall not be limited to project management and support services and training.
- (e) Products mean Products or parts thereof to be supplied but not necessarily manufactured by 'Arbe Integrated Engineering Ltd' to a Customer and may include but shall not be limited to Building Services Products.
- (f) Contract Price shall mean 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 shall mean the place or places other than 'Arbe Integrated Engineering Ltd's Premises to which the Product is to be delivered or where Services are to be provided as described in the Contract.
- (h) The 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.

### **2. CONTRACTS**

- (a) Any quotation submitted by 'Arbe Integrated Engineering Ltd' 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 'Arbe Integrated Engineering Ltd' and the customer shall incorporate and be subject to these terms and conditions and any terms or conditions (if any) contained in the customers order form or other document which are inconsistent with these general terms and conditions shall not apply unless it is agreed in writing by 'Arbe Integrated Engineering Ltd'.
- (c) Any representation or warranty whether written or oral made or given prior to the Contract is hereby expressly excluded and any amendment to these general terms and conditions shall not apply unless it is agreed in writing by 'Arbe Integrated Engineering Ltd'.
- (d) 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.

### **3. ARBE INTEGRATED ENGINEERING LTD'S LIABILITY**

- (a) Subject to the specific warranty provisions herein contained 'Arbe Integrated Engineering Ltd's liability for any claims for incidental injury loss or damage made by the Customer arising out of or in connection with defects in the Product or any act omission neglect or default (whether or not the same constitutes a fundamental breach of the Contract or a fundamental term thereof) of Arbe Integrated Engineering Ltd' its servants or agents in the performance of the Contract shall be limited to the provisions as detailed in 5 below - Insurance.
- (b) 'Arbe Integrated Engineering Ltd' shall not in any event be liable for any consequential loss or damage howsoever caused.

### **4. 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.
- (c) In the event of 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 'Arbe Integrated Engineering Ltd' shall without prejudice to any other remedies it may have under the Contract (i) terminate the Contract forthwith by notice in writing to the Customer liquidator or other person as appropriate (ii) enter the premises and recover any or all Products in respect of which full payment of the Contract price has not been made and the Customer liquidator or other person shall afford 'Arbe Integrated Engineering Ltd' free access thereto and all such facilities as may be necessary to enable 'Arbe Integrated Engineering Ltd' to do so.

### **5. INSURANCE**

Arbe Integrated Engineering Ltd 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 Arbe Integrated Engineering Ltd, its subcontractors, servants or agents under this Agreement but not otherwise, by making good such damage to property or compensating such death or injury provided that Arbe Integrated Engineering Ltd's total liability shall not exceed £1,000,000 in respect of damage to property.

### **6. WARRANTY**

- (a) 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 Arbe Integrated Engineering Ltd. Replacement goods only will be replaced, but charged to the client pending warranty inspection of the failed goods. Arbe Integrated Engineering Ltd will not be responsible for charges for labour and/or other expenses as a result of failure of any product that is not of manufacture by Arbe Integrated Engineering Ltd.

### **7. DELIVERY AND INSTALLATION**

- (a) The warranty period shall be for 12 months from: (i) the date of the handover in respect of 'Arbe Integrated Engineering Ltd' manufactured Products; (ii) date of the delivery to the Premises in respect of any Products supplied by 'Arbe Integrated Engineering Ltd' but not manufactured by 'Arbe Integrated Engineering Ltd'.
- (b) During the warranty period 'Arbe Integrated Engineering Ltd' shall use its best endeavours to keep the Products operating including repair or replacement (at 'Arbe Integrated Engineering Ltd' 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 Arbe Integrated Engineering Ltd.
- (d) 'Arbe Integrated Engineering Ltd' warrants to the Customer that it will use its best endeavours to procure manufacturers 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 (i) failure of the Customer to maintain a suitable operating environment, (ii) use of the Products for purposes other than those from which they were originally designed without prior approval; (iii) accidental damage or neglect (iv) failure of the Customer to follow operating procedures laid down by 'Arbe Integrated Engineering Ltd'; (v) any alterations or additions to the Products or relocation of any part of the Products without 'Arbe Integrated Engineering Ltd' written approval.

### **8. CUSTOMER OBLIGATIONS**

- (a) It shall be the Customers sole responsibility to provide and maintain at all times adequate environmental and operational conditions for the Products and any additional costs incurred by 'Arbe Integrated Engineering Ltd' due to the Customers failure suitably to prepare or maintain the Premises or to provide 'Arbe Integrated Engineering Ltd' with all facilities reasonably required by it to perform its obligations under the Contract shall be borne by the Customer.

### **9. 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.

### **10. ASSIGNMENT**

The Customer shall not be entitled to assign the Contract or any part thereof.

### **11. FORCE MAJEURE**

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 Act of God.

### **12. CONFIDENTIALITY**

'Arbe Integrated Engineering Ltd' and the Customer shall keep confidential any information obtained under the contract and shall not divulge the same to any third party without the prior written consent of the other party.

### **13. NOTICE**

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.

### **14. PAYMENT**

- (a) The Contract price will be invoiced in the stages as defined within the 'Arbe Integrated Engineering Ltd' quotation and proposal documentation.
- (b) Payment of invoices shall be made as defined within the 'Arbe Integrated Engineering Ltd' quotation and proposal documentation. 'Arbe Integrated Engineering Ltd' shall have the right to charge interest from the date of the invoice on overdue invoices without further notice at the rate as defined within the quotation and proposal documentation.
- (c) All goods supplied by Arbe Integrated Engineering Ltd remain the property of Arbe Integrated Engineering Ltd until paid for in full. In the event that goods remain unpaid, Arbe Integrated Engineering Ltd reserve the right to request the removal of these goods.

### **15. LAW**

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