



CAMBRIDGE REFRIGERATION TECHNOLOGY

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CAMBRIDGE REFRIGERATION TECHNOLOGY LIMITED TERMS AND CONDITIONS OF BUSINESS

1. DEFINITIONS AND INTERPRETATION

In these General Conditions, unless the context requires otherwise: "Company" means Cambridge Refrigeration Technology Limited, "Contract" means a contract under the terms of which the Company is liable to perform services of any description, "Customer" means a party having the right to enforce the supply by the Company of services of any description under the terms of a contract. Any reference to "Tests" "Testing" or "Testing Equipment" shall be deemed to include (where the context so admits) any other associated services provided by the Company.

2. QUOTATION

- (1) Unless previously withdrawn or otherwise expressly agreed, the Company's quotation expires thirty days after the date it is issued.
- (2) The Company reserves the right to withdraw or cancel a quotation at any time.
- (3) A quotation relates to the total programme of work in respect of which it is issued and must not be assumed to be correct in respect of an altered programme.

3. CONTRACT

- (1) A Contract shall not come into existence until the Company dispatches its written acceptance of the Customer's order, or commences work upon the Customer's order, whichever shall occur the sooner.
- (2) These Terms and Conditions of Business prevail and exclude any other conditions inconsistent therewith, which the Customer might seek to impose, even if such other terms and conditions are submitted in a later document and/or purport to exclude or supersede terms or conditions inconsistent with them or which maybe contained in any offer, acceptance, counter offer or any other terms and conditions whatsoever whether expressed or implied.
- (3) The Terms and Conditions of a Contract with the Company shall be limited to such as are expressed in writing, to the exclusion of all oral expressions and advice.

4. PRICES

- (1) The Company reserves the right to alter prices without notice if fluctuations in the Company's costs due to causes outside the Company's control, and affecting all or any part of the subject matter of a Contract, shall arise after the Contract is made.
- (2)
 - (a) All prices quoted to the Customer by the Company are based on the Company's normal working day which for the avoidance of doubt, is from 09:00 to 17:00 Monday to Friday inclusive (excluding Bank Holidays).
 - (b) The Company reserves the right to charge extra and premium rates, which are from time to time in force, if the Customer requests that the Contract be completed within a specific time schedule which involves the Company working longer than the normal working day. The extra and premium rates applicable at the time shall be made available to the Customer upon request.
- (3) If the Company's performance of a Contract is interrupted or hindered for any reason (which may include, but shall not be limited to, late delivery, failure, or extended setting-up time of the Customer's test specimens or equipment), other than the default of the Company, the Customer shall be liable for any loss or expense which the Company may thereby incur.
- (4) All carriage of the Customer's equipment can be arranged by the Company at an additional cost to the Customer. The Customer hereby acknowledges that the Company shall not be liable in any respect for any costs, claims, loss and/or damage of any kind suffered by the Customer as a result of such carriage arrangements.
- (5) If it proves necessary to use alternative equipment to that quoted due to the information supplied by the client being inaccurate, CRT reserves the right to charge the appropriate rate for that equipment.

5. PAYMENT

- (1) The Company's prices are strictly net and do not include Value Added Tax or any other tax or imposition whether imposed before or after the making of the Contract.
- (2) The Company's invoices are due for payment not later than the end of the following month from the date of invoice.
- (3) When payment of any of the Company's invoices is overdue, the Company reserves the right without prejudice to any of its other rights to:
 - (a) suspend its performance of the Contract and/or any other Contract then subsisting between the Company and the Customer until the invoice is paid, and/or
 - (b) debit and recover from the Customer interest on the amount overdue at 2% over the base lending rate for the time being of Barclays Bank Plc, for the period from the due date of payment of the invoice until payment.
- (4) The Company shall have a lien over any equipment, goods, units and/or parts (whether or not the subject of the Contract) it has on its premises or the premises of a subcontractor, which belong to the Customer, until full payment of all outstanding amounts have been made to the satisfaction of the Company.

6. TIME FOR COMPLETION

- (1) The time allowed to the Company for the completion of a Contract shall be as specified in the Company's written acceptance of the Customer's order, or shall run from the date of receipt of the Customer's goods for Testing, whichever shall be the latter.
- (2) Estimates/quotations of times for completion are given in good faith but are not guaranteed.
- (3) The Company shall be under no liability whatsoever for any delay in the performance of a Contract by reason or in consequence of force majeure, or of any other matter or thing outside the Company's control including, but not limited to, strikes, lockouts, labour troubles, fire, storms, war, civil disturbance, Government restrictions, shortage of supplies or fuel, breakdown of plant and/or machinery or Company Test Equipment failure, or other Act of God, or fault or omission on the part of the Customer or failure of the Customer's test specimens or equipment.

7. GOODS FOR TEST, RIGS AND FIXTURES

- (1) Goods to be Tested by the Company and rigs, fixtures and Test Equipment delivered to the Company by the Customer in connection therewith, shall:
 - (a) be delivered to the Company in such condition that they are ready for Test or use, as the case may be, are compatible, without modification, with the Company's equipment and procedures and are without risk of loss, damage or injury to the Company's facilities or staff,
 - (b) remain at the Customer's risk, while in the possession of the Company, and
 - (c) be collected by the Customer, after Test, within three calendar months of the date of issue of the Company's report/test certificate, in default of which the Company shall have a discretion as to their disposal.
- (2) The Company shall be entitled to call for evidence satisfactory to it of the calibration status of Test Equipment provided by the Customer.

8. CUSTOMER'S WORK AND EQUIPMENT

Where the Contract provides that work shall be performed with the Customer's equipment and/or by the Customer, its servants or agents, no liability shall attach to the Company in relation to such work and its consequences, whether as regards Test results or otherwise, and the Customer shall indemnify the Company against any adverse effect whatsoever suffered by the Company, its servants or agents as a result.

9. FITNESS FOR PURPOSE

Unless the Company agrees otherwise in writing, no representation or warranty is given that Tests performed under the terms of a Contract constitute, in themselves, a sufficient programme for the Customer's purpose, nor that Customer's Equipment Tested is suitable for any particular purpose. In addition where testing is carried out within the environmental chambers:

- (a) the temperature distribution is only warranted to the specification at steady state with negligible heat load.
- (b) the ambient temperature can only be maintained within the cooling/heating capacities specified for environmental chamber.

10. SITE SECURITY

Photography on the premises is not permitted, except with the Company's express permission.

11. CANCELLATION AND DELAYS

- (1) The Customer hereby acknowledges and the Company hereby reserves the right to charge cancellation fees if the Customer cancels the Contract. All cancellations by the Customer must be notified to the Company in writing. The following cancellation fees shall apply when the Customer's written notice of cancellation of the Contract is received by the Company:
 - (a) if written notification of cancellation is received by the Company within 7 days of the agreed commencement date then a cancellation fee of 10% of the order value shall become payable immediately by the Customer to the Company;
 - (b) if written notification of cancellation is received by the Company within 48 hours of the agreed commencement date then a cancellation fee of 20% of the order value shall become payable immediately by the Customer to the Company.
- (2) All delays to the Contract commencement date, notification of which is received by the Company within 48 hours of the planned start time, and any delays thereafter (which may include, but shall not be limited to, late delivery, failure, or extended setting-up time of the Customer's Test specimens or equipment), shall be subject to a daily delay charge equal to the Company's usual daily rate for that facility in use or scheduled for use or a daily delay charge of £500 whichever sum is the greater.
- (3) The Customer hereby acknowledges and the Company hereby reserves the right, if the Customer terminates the Contract because the Customer encounters specimen failure or any other delays, to charge the Customer the full value of the Contract.
- (4) If the Company's performance of a Contract is halted or hindered due to failure of the Customer's test specimen or equipment, the Company reserves the right to charge the Customer the following charges:
 - (a) for the work done up to the time of failure (including set-up time, less any discounts).

- (b) for any repeat of testing required as a result of the failure (including additional set-up time as required).

12. LIMITATION OF LIABILITY

The Company's cap on liability in relation to a Contract shall be limited to two hundred percent of the invoice value of the Report, Test or Test Certificate, to the upper limit of the Profession Indemnity Cover of the Company. Hence, except where negligence on the part of the Company is shown to have resulted in the death of, or bodily injury to, any person, the Company shall not be liable for consequential loss of any kind whatsoever and wheresoever, which is or may be suffered by the Customer.

13. THIRD PARTY RIGHTS

Where information, instruction or guidance received from the Customer results in any assertion by, or on behalf of, a third party that the Company has infringed any right of that party, the Customer shall indemnify the Company against all costs, direct or indirect, incurred by the Company as a result.

14. INTELLECTUAL PROPERTY

All Background Intellectual Property belonging to one Party is and shall remain the exclusive property of the Party owning it (or, where applicable, the third party from whom its right to use the Background Intellectual Property has derived).

Each Party grants the other Parties a royalty-free, non-transferable, non-exclusive, license to use its Background Intellectual Property for the sole purpose of the performance of the Project.

Arising Intellectual Property shall vest and be owned as follows:

To the extent that the Arising Intellectual Property is generated or developed by the Company alone, then it shall vest in and be owned absolutely by the Company;

To the extent that the Arising Intellectual Property is generated or developed by the Company jointly with the Customer, then it shall vest in and be owned jointly by the company and the Customer;

To the extent that the Arising Intellectual Property is generated or developed by the customer, without the companies intellectual contribution, then it shall vest in and be owned absolutely by the Customer.

15. ASSIGNMENT

The Customer may not assign its rights or liabilities under a Contract with the Company without the prior consent in writing of the Company.

16. INSOLVENCY

If the Customer goes into liquidation, suffers distress, has execution levied against its goods or effects or makes an arrangement with its creditors, commences winding up (other than for the purposes of amalgamation or reconstruction) or if a receiver or administrator is appointed for the whole or any part of its undertaking, or if a receiving order in bankruptcy is made against it, the Company may elect to treat the Contract as immediately terminated, without prejudice to its rights, and to recover from the Customer such a part of the Contract price in proportion to the work carried out under the Contract including (but not limited to) any expenses incurred in relation to it.

17. CONSTRUCTION

Contracts with the Company shall be construed in accordance with the law of England.

18. ARBITRATION

Any question, dispute or difference arising between the Company and the Customer in relation to or in connection with a Contract shall be referred to arbitration before a single arbitrator appointed by the parties or, failing agreement on such appointment, by the President for the time being of the Law Society of England, on the application of either party, and the Arbitration Act and any statutory modification or re-enactment thereof for the time being in force shall apply thereto.