

TERMS AND CONDITIONS OF BUSINESS

FOR THE INSTALLATION OF EQUIPMENT (When applicable)

- I. PEL SERVICES LIMITED undertakes and agrees to supply the equipment in first class condition and working order.
- The price for commissioning is based upon engineers working between the hours of 8.00 and 17.00 (Monday to Friday) and shall be liable to increase without warning in the event that:- the customer, his agents or suppliers for any reason prevent the commissioning prior to the completion date.
- the customer for any reason prevents continuous working between 8.00 and 17.00 (Monday to Friday).
- The customer agrees to give seven working days notice to PEL if work has been held up by other trades and PEL are required to return to the customers' premises to complete the installation works.
- The following will be supplied by and at the expense of others
- supplies of water, electricity and lighting.
- site accommodation and any necessary messing, sanitation and secured storage facilities.
- scaffolding and other necessary high rise plant.
- A. PEL shall not in any event be held liable for any damage to the premises or losses or other damage either direct or consequential suffered or alleged to have been suffered by the customer, other than in cases of proven negligence by PEL, its servants or agents:-
- caused by or arising in the course of installation of the equipment.
 - owing to any delay in the installation or maintenance of the equipment.
 - caused by any defect in the installed equipment.

FOR THE DESIGN OF ANY ELEMENT OF THE WORKS

- II. The system has been designed by others. The design liability is restricted to the proper selection of the items of equipment required to meet the specification. PEL take no responsibility for the design work of others upon which PEL designs are based. PEL design has taken into account only that information that has been provided to PEL. PEL accept no liability for the failure of their design beyond that of replacing improperly selected equipment in instances of proven negligence on the part of PEL.
- A. Where any conflict exists between quantities shown on drawings and schedules provided to PEL, the quantities on the drawings have been used.

FOR THE SUPPLY OF EQUIPMENT

- III. Delivery of the equipment shall be made by PEL within a reasonable period from the date of the acceptance of this quotation by the customer. It is however agreed between the parties hereto that PEL shall not in any event be held liable for any damage or loss either indirect or consequential suffered or alleged to have been suffered by the customer caused by or arising out of the non-delivery or delayed delivery of the equipment.
- IV. The customer shall accept responsibility for all equipment upon delivery. Any losses thereafter will be charged to the customer.
- V. PEL guarantee for a period of one year to replace or repair (at the discretion of PEL) any equipment which fails due to faulty materials or workmanship if such equipment is returned to PEL with written details of the symptoms of failure.

PEL SERVICES LIMITED

FOR THE GUARANTEE OF EQUIPMENT INSTALLED BY PEL WITHIN THE UK

- VI. The customer undertakes and agrees during the guarantee period:-
- A. To provide, at the customer's expense, an uninterrupted supply of central electrical power for the equipment by means of a mains point which will be sited within two metres of the main equipment.
 - B. To give prompt notice to PEL of any breakdowns of the equipment.
- PEL agrees during the guarantee period of one year (or the period provided by the original equipment supplier should this be shorter) as may be provided within the normal business hours of PEL to maintain the equipment and rectify any breakdowns or faults which have been notified by the customer to PEL and carry out, free of charge, such repairs and replacements as may be necessary due to faulty materials or workmanship. providing a maintenance contract is in place with Pel Services Limited for the equipment installed or supplied.
- In the absence of a maintenance contract with Pel Services Limited, failed equipment may be returned to our Head Office for repair or replacement or, in the event that it cannot be removed and returned, Pel will attend site and replace or repair the equipment free of charge upon receipt of a purchase order to reimburse the total cost of attendance.

GENERAL

- VII. The offer price is based upon PEL's normal terms of payment, which are 30 days from the date of the invoice, or where appropriate those set out in the customer's request for a quotation. Should these terms be exceeded PEL reserve the right to charge interest at the current base rate of the National Westminster Bank plc + 3% pa (compound with monthly rests) for the period between the payment becoming due and the settlement being made. If payment is delayed for reasons other than a valid dispute as to the validity of payment applications PEL reserve the right to cease work on the project and accept no liability for any losses that may arise as a result of this action. Applications for interim payments will be made on a monthly basis (or such other period as may be agreed in advance) in respect of all works on site, all materials delivered to site and for materials committed to the project but held on your behalf in our works and at our risk.
- VIII. Unless overridden by a specific clause in our quotation, the quotation is valid for acceptance within 60 days of the date of the quotation for works to be completed within twelve months of this date.
- IX. Until such time as the whole of the price has been paid to PEL the equipment subject to this quotation shall remain the property of PEL and if the price or any part of the price is not paid on the date for payment then at any time thereafter so long as the price is still due and owing, PEL may, by their servants, agents or workman, enter the premises where the equipment has been installed and remove it.
- X. Upon acceptance by the customer, unless rejected by PEL within 14 days of its receipt by PEL, this quotation shall constitute a contract of sale upon and subject to these terms and conditions and any other conditions stated within the body of the quotation. In the event of rejection PEL accept no liability for any loss or damage suffered or alleged to have been suffered by the customer as a result of such rejection.

PEL SERVICES LIMITED

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