

SUPER COOL CENTRAL LTD
Conditions of Sale

1. Validity;
 - 1.1 Unless other terms and conditions are expressly accepted by us by means of a written amendment to these terms and conditions signed by one of our Directors and referring specifically to the term or condition to be amended, the contract will be on the terms and conditions set out below and overleaf (together called "the contract terms") to the exclusion of any other terms and conditions whether or not the same are endorsed upon delivered with or referred to in any purchase order or other document delivered by the customer to us.
 - 1.2 Our tender shall not be construed as an offer capable of acceptance by the customer and a contract shall not come into existence until we have despatched a written acknowledgement of the customers order
2. Price Fluctuation;
 - 2.1 The prices set out in our tender have been calculate on the basis of the cost of labour, materials, sub-contractors, transport and other overheads, and Government duties and taxes current at the date of our tender and we reserve the right to adjust such prices so as to reflect fairly any variations in these costs or the imposition of any new taxes or duties occurring from whatever cause between the date of the tender and completion of the contract.
 - 2.2 The customer will in addition pay at our charges current at the time for any work: -
 - 2.2.1 Carried out by us at his request (not being work which we contracted to undertake): or
 - 2.2.2 Required as a result of any matter or thing which at the date of tender we did not know existed and which at that date we could not reasonably have foreseen; or
 - 2.2.3 Arising from any inadequate or inaccurate instructions or drawings given to us by the customer or arising from the customer failing to comply with any of the contact terms.
3. Value Added Tax;

Unless otherwise stated the prices in our tender are exclusive of Value Added Tax, which will be charged at the appropriate rate in force from time to time.
4. Interim Invoices;

We reserve the right to submit to the customer interim invoices in respect of work done and goods and materials supplied under the contract ("the goods" which expression includes any of them) prior to completion of the contact and all invoices, whether interim or otherwise, are strictly net and must be paid within 30 days of the date of the invoice. If payment is not made in accordance with these terms then, without prejudice to any other right or remedy open to us, we reserve the right to suspend further work and deliveries of goods without incurring any liability whatsoever to the customer.
5. Drawings and other descriptive matter;

All specifications, drawings, illustrations and particulars of weights and dimensions contained in any of our brochures or price lists whether or not submitted with our tender are approximate only and none of these shall form part of the contract or be deemed to be representations and accordingly we shall be under no liability whatsoever to the customer if the goods supplied under the contract do not conform precisely to such specifications, drawing, illustrations and particulars.
6. Delay in completion;
 - 6.1 We shall endeavour to complete the contact or deliver the goods within the time agreed or, if no time has been agreed, within a reasonable time but in no circumstances shall we be liable for any loss or damage of any kind whatsoever arising directly or indirectly from any delay in the completion of the contact or delivery of the goods caused by the Act of God, Act of Parliament or orders, regulations or bye-laws made by any statutory authority, riot, civil commotion, strike, industrial action, lock-out, war, the unavailability of goods or labour, fire, flood or any other matter whatsoever beyond our reasonable control, nor will any such delay entitle the customer to terminate or rescind the contract.
 - 6.2 We will be entitled to make delivery of the goods by instalments.
7. Retention of Title;
 - 7.1 The legal and equitable title in the goods whether fixed or unfixed, supplied under the contact will not pass to the customer until the price for the goods and all other sums due from the customer under the contact have been paid in full and until such payment the customer will hold the goods in a fiduciary capacity on trust for us. At any time after the price for the goods or any other sum payable by the customer or property and may enter onto any premises where such goods may be for the purpose of effecting such recovery.
 - 7.2 Where the goods are re-sold by the customers and at the time of such re-sale the legal and equitable title in the goods has not passed to the customer then the proceeds of such re-sales (or the assets into which such proceeds have been converted) will be held by the customer in a fiduciary capacity on trust for us and the customer will account to us for the same to the extent necessary to pay the price for the goods and all other sums due to us from the customer under the contract.
 - 7.3 Notwithstanding the above the risk in the goods shall pass on delivery to the customer or to the site where they are to be installed whichever shall be the earlier
8. Guarantee;
 - 8.1 In respect of any goods supplied under the contract which are no manufactured by us we shall use our best endeavours to transfer or assign to the customer the remaining benefit of any guarantee, warranty or other commitment which may have been given by the manufacturer or any other person in respect of such goods, Provided that:
 - 8.1.1 We will under no circumstances have any liability whatsoever, (except liability for personal injury or death resulting from our negligence) to the customer in respect of such goods;
 - 8.1.2 The customer must accept as his responsibility any condition attached to any such guarantee warranty or commitment;
 - 8.1.3 The customer undertakes that he will not at any time seek to rely against us on any term, condition, warranty or representation other than those contained with the contract terms; and
 - 8.1.4 No recommendation by us of any goods or services supplied by any other person shall make us in any way liable in respect of such goods or services.
 - 8.2 In the case of goods manufactured by us and in respect of work carried out by us, if during the period of twelve months from the date of commissioning by us any such goods or work is found to be defective under normal use and service we will, free of cost, repair or, at our option, replace the defective part provided we are notified in writing within three working days after the discovery of the defect.
 - 8.2.1 The goods have not, in our opinion, been properly maintained in accordance with our recommended maintenance procedure or have been subject to any misuse, unauthorised repair, replacement, modification or alteration; or
 - 8.2.2 The goods have not been commissioned by us; or
 - 8.2.3 Where the goods have become defective or been damaged as a result of their continued use by the customer following the discovery of the defect.
 - 8.3 Save as aforesaid we will under no circumstances have any liability whatsoever however arising (except personal injury or liability for death resulting from our negligence) to the customer in respect of such goods or work and all conditions, warranties and stipulations, express or implied statutory customary or otherwise are hereby expressly excluded.
 - 8.4 The exclusions and restrictions of liability contained in this condition shall not apply where the customer is in relation to the contract, dealing as a consumer as defined in the Unfair Contract Terms Act 1977 and if the customer is so dealing then his statutory rights against us in relation to the goods shall be unaffected.
 - 8.5 For the purposes of these Conditions any goods supplied under the contact that have been purchased by us and are assembled or installed under the contract but have undergone no process of the manufacture subsequent to their purchase other than such assembly or installation shall not be deemed to have been manufactured by us.
9. Design;
 - 9.1 Where any goods are manufactured and/or installed in accordance with any design, drawing or specification of the customer, our having undertaken the contact shall not be construed as a guarantee, warranty or representation of the practicability of construction or of the efficiency, safety or suitability of goods to be supplied or of work to be executed by us and the customer warrants that any goods manufactured to his design or specification do not infringe any patent, registered design or similar protection or the provisions of any statute or any statutory instrument or regulation for the time being in force.
 - 9.2 We reserve the right to retain any drawings, specifications or other documents supplied by the customer.
10. Termination;
 - 10.1 The contact will terminate immediately upon service by us on the customer of written notice of termination based on any one or more of the following grounds:
 - 10.1.1 The customer has committed an available act of bankruptcy or called a meeting (whether formal or informal) of any of his creditors or, where the customer is a body corporate, a receiver or manager of its undertaking assets or income or any part thereof has been appointed or a resolution or a resolution has been passed or a petition presented to any Court for the winding up of the customers; or
 - 10.1.2 That the customer has failed to observe or perform any of his obligations or duties under the contract.
 - 10.2 Termination of the contract in any way whatsoever will be without prejudice to the rights, obligations and liabilities of either party, which have accrued to termination.
11. Sub-Contractors;

We will be entitled to sub-contract or sub-let the whole or any part of the works to be carried out under the contract.
12. English Law;

The contact will be construed and operate in accordance with the English Law. The customer hereby submits himself to the non-exclusive jurisdiction of the English Courts.