

## Aria Building services Ltd, t/a Aria Climate Systems Ltd

### Standard terms and conditions.

The following Conditions comprise the standard terms of business of Aria Building Services Ltd. All works undertaken by the company shall be on these terms to the exclusion of any others unless specified in writing and signed by both parties. In Accepting the Quotation and engaging the company these Conditions shall be deemed to have been accepted and as such shall comprise a contract between the parties.

#### 1 - Definitions

**'the Client'** - The individual, business or corporate body for whom the Quotation is prepared and the services are provided.  
**'the Company'** - Aria Building Services Ltd including where applicable its employees, suppliers, servants, agents or sub-contractors acting on behalf of the company.  
**'the Conditions'** - The provisions set out below which shall constitute a contract between the parties.  
**'the Price'** - The fees due to the company from the client in payment for the services  
**'the Quotation'** - The documents form the Company to the client setting out the services offered by the company to the client including the price.  
**'the Service'** - The work to be undertaken by the company in accordance with the quotation.  
**'the Goods'** - Any items manufactured or supplied by the company in connection with the service.  
**'the Site'** - The location to where the goods may be made or to where the installation services if any are required.  
**'the Variation'** - Any change, postponement, delay or amendment to the documented goods or service as contained in the quotation.  
**'the purchase order'** - The method of engaging the company to carry out the service according to the quotation with a unique reference number and signifies the acceptance of these standard terms and conditions by the client unless agreed otherwise in writing.

#### 2 - Validity

The services and price contained in the quotation remain valid for 90 days. The company may withdraw or amend any quotation at any time prior to client acceptance.

#### 3 - Commencement and completion

The service will commence according to the schedule outlined within the quotation. Whilst the company shall endeavor to adhere to the schedule and complete the service according to the timescale as agreed within the quotation or any variant as agreed in writing, the company shall not be liable under any circumstances for any delays or loss howsoever caused

#### 4 - The Price

4.1 All prices are subject to VAT - to be charged at the applicable rate.  
 4.2 The price payable for the services shall be set out in the quotation  
 4.3 Prices may be varied by agreement if the requirements change. If delays occur or other circumstances dictate which are outside the control of the company  
 4.4 Prices exclude packaging and delivery of good to the site unless stated otherwise within the quotation.  
 4.5 Prices exclude installation or other services unless stated otherwise in the quotation.

#### 5 - Payments

5.1 The client will be invoiced according to the stage payments set out in the quotation and shall reference the purchase order number.  
 5.2 Payment is due within 30days of invoicing by transfer to the account of the company as designated in their invoice.  
 5.3 Payments made within the 14days of invoice shall attract an early payment discount of 1.5%  
 5.4 Late payments shall attract a premium of 1.5% interest above the base rate per month for the period by which the payment is late, measured as days over 30, from the date the invoice was raised.  
 5.5 No payments received will be refunded to the client for whatsoever reason.

#### 6 - Cancellation

6.1 The service may be cancelled by the client after accepting the quotation and will be effective from the date that written notice of such cancellation is received by the company.  
 6.2 Any part of the service which has been completed or part completed before receipt of the written cancellation shall be paid for by the Client, including materials on and off site and all work in progress.  
 6.3 Any goods which were specifically ordered or made for the contract shall be paid for in full.  
 6.4 Any stage payments which fell due before receipt of the written cancellation shall be paid in full by the client.  
 6.5 No Monies already paid prior to notice of cancellation shall be refunded for whatsoever reason.  
 6.6 The company shall be entitled for reasonable compensation as it sees fit for any direct losses so incurred.

#### 7 - Returns

7.1 Return of goods supplied against a Clients order (unless defective) will not be accepted unless previously agreed in writing by the company.  
 7.2 No refunds or credit will be granted and full payment will be due as per the quotation accepted unless previously agreed in writing by the company.

#### 8 - Title

8.1 Title in the goods shall remain in the company and only pass to the client when payment in full has been made. The client shall permit the company to repossess its goods at any time prior thereto or in the event that the goods are at the premises of a third party then the client shall if so requested by the company remove the good from such premises and return to the company forthwith.

#### 9 - The company's responsibilities

9.1 The company agrees to carry out the work according to the quotation following a written Purchase order from the client.  
 9.2 The company agrees to exercise all reasonable skill and care in the provision of the services in accordance with the terms of the quotation.

#### 10 - The client's responsibilities

10.1 The client will raise a purchase order against the quotation.  
 10.2 The client agrees to pay the company the charges, fees and expenses in accordance with the quotation.  
 10.3 The client agrees to pay for any agreed Variation to the quotation.  
 10.4 The client agrees to supply any goods, specifications or other services as necessary under the terms of the contract.  
 10.5 The client will ensure that access to the site is available to the company at all reasonable times if required and as stated in the quotation.  
 10.6 The client must rely on its own skill and judgement in relation to accepting the goods and service provided by the company.

#### 11 - Exclusions

11.1 Unless otherwise stated in writing in the quotation, the following exclusions apply to the goods and services.  
 11.2 Any building or electrical works  
 11.3 Training or O&M Manuals  
 11.4 Main contractors' discount  
 11.5 Retentions  
 11.6 and any other aspects of the service which are judged to be reasonable exclusions.

#### 12 - Liability of the company for loss or damage

12.1 The company shall not in any circumstances be under any liability to the client for any consequential loss, damage, claim or any other liability caused whether or not due to the negligence of the company.  
 12.2 The total of the company's liabilities arising under or in connection with the contract and for any subsequent phase of the work shall be limited to making good at its own expense any defects in the service provided.

12.3 The company accepts no liability whatsoever in respect of third party claims or for the consequential loss or damage of any kind and the client shall indemnify the contract against third party claims unless such liability be caused by faulty materials or workmanship or negligence by the company.

#### 13 - Insurance

13.1 The company and client both warrant that they hold sufficient and relevant insurance for liabilities in respect of damage to goods, persons, property occasioned by their neglect and shall keep such insurance in force during the provision of the work under the contract.

#### 14 - Variations and alterations in the price

14.1 In the event of the site, schedules, specification and criteria being changed howsoever arising the company retains the right to make additional charges to the client for accommodation, subsistence, transportation, additional equipment hire, labour and miscellaneous costs.  
 14.2 Additional services requested by the client and not included in the proposal will be payable within 30days of the completion of the work.

#### 15 - Accelerated works

15.1 Should it be necessary to meet deadlines or timescales occasioned by delays outside the control of the company, then the company shall endeavor to meet such timescales but reserves the rights to charge for any additional costs including overtime and weekend working. Such work shall be considered a variation to the contract.

#### 16 - Inspection

16.1 The client shall be at liberty at all reasonable times to inspect goods or any part of the service and comment on any aspect of the work which they do not perceive as complying with the contract. The company shall endeavor to resolve any matters to the satisfaction of both parties.

#### 17 - Specification

17.1 Any specifications, design and drawings or other documents referring to the standard of preparation of the service shall be agreed by both parties before the commencement of the works. The client shall be solely responsible for the accuracy of the same supplied to the company and in conformity with which the company is to supply the service, notwithstanding that the company may have examined, inspected or commented upon such specifications, designs, drawings and other such information.  
 17.2 The Company will endeavour to supply the service to your requirements and to the accepted specifications but reserves the right to modify or otherwise alter to the nearest equivalent standards should dictate.

#### 18 - Force Majeure

18.1 Whilst every effort will be made by the company to carry out the service, the full performance of it is subject to variation and cancellation by the company consequent on Act of God, War, Strikes, Riots, Fire, Flood, Theft, Vandalism or any other cause beyond the control of the company.

#### 19 - Warranties

19.1 The company warrants that it will work to generally accepted industry standards in the provision of its services and will use staff competent to carry out the work, including subcontractors.  
 19.2 The company shall repair defects or replace at its discretion should material faults occur in the provision of any goods.  
 19.3 Both parties regard Health & Safety as paramount and will act at all times under the provisions of the Act.  
 19.4 All warranties, guarantees written or implied can be revoked - at any time, at the discretion of the company.

#### 20 - Intellectual Property

20.1 The quotation is tendered on the express understanding that its contents are copyright and that the ideas and proposals expressed are, and remain, the intellectual property of the Company.

#### 21 - Confidentiality

21.1 Each party shall treat as confidential all information which is confidential to the other. Both parties will keep confidential each other's business information to which they may access as a result of the contract. It should be understood that no information contained within the quotation should be divulged to any third party without prior written consent.

#### 22 - Termination by the company

22.1 The company may terminate the contract by giving notice in writing and without prejudice under the following circumstances.  
 22.2 If the client shall fail to provide a satisfactory bank reference or should the company discover that its client is not credit worthy for the value of the service being offered.  
 22.3 If the client is in arrears for a period in excess of twenty eight days after payment has become due.  
 22.4 If the client commits any material breach of the contract where such a breach is incapable of remedy.  
 22.5 If the client becomes insolvent or assigns its assets for the benefit of creditors to wind up the business, dissolve, liquidate or otherwise cease to trade business in the normal course. If the client enters voluntary or involuntary liquidation, this contract will automatically terminate on a day prior to filing of such a petition by or against the client.

#### 23 - Termination by the client

23.1 The client may terminate the contract by giving not less than five days' notice in writing if.  
 23.1.1 The company is in material breach of the terms of the contract which in the case of a breach capable of remedy is not remedied by the relevant party within thirty days of the receipt of the company of a notice from the client specifying the breach and requiring its remedy.  
 23.1.2 The company shall be incompetent, guilty of gross negligence in respect of its obligations or become incapable by reason of mental disorder of performing its duties hereunder.  
 23.1.3 If the client becomes insolvent or assigns its assets for the benefit of creditors to wind up the business, dissolve, liquidate or otherwise cease to trade business in the normal course. If the client enters voluntary or involuntary liquidation, this contract will automatically terminate on a day prior to filing of such a petition by or against the client.

#### 24 - Special Conditions

24.1 The company reserves the right to charge for the storage of goods and associated costs should the client not be able to take delivery on the agreed date.

#### 25 - Laws of England

25.1 The contract shall comprise with these terms and the quotation the entire agreement between the parties and supersedes any previous understandings, commitments, agreements, representations whatsoever whether written or oral and may not be amended except in writing by a duly authorised representative of both parties hereto.  
 25.2 The contract shall be governed by and construed in accordance with the laws of England and the parties hereto submit to the jurisdiction of the English courts.