



## **Terms and Conditions**

### **1) Words and Phrases**

In these conditions:

“Services” means the engineering and associated services relating to the Customer’s Equipment as set out in the proposal specified in our quotation or other agreed documents or discussions between us.

“We”, “us” and “our” means Electrical 88 Limited trading as AC Electrics providing Services to you.

“You” and “your” mean the person or company to which we are providing Services.

“Customer’s Equipment” means the equipment or material belonging to you, or for which you request us to provide services.

### **2) Incorporation of Conditions**

Any contract or agreement to do work made between you and us shall be subject to these conditions, and any terms you put forward do not apply.

All other terms and conditions which might be implied by conduct or a previous course of dealing or trade custom are excluded from this contract.

No amendment or change shall be made to these conditions.

### **3) Quotations/Prices**

Any quotation provides an indication to you of the terms on which you may place an order, but no order from you as a result of a quotation (or otherwise) shall be binding upon us unless and until it is accepted or confirmed by us.

A quotation is made on the assumption that the work requested is reasonably capable of being carried out. If on inspection this is found in our opinion not to be the case, we will advise you to this effect as soon as reasonably practicable, and may offer you a reconditions or new substitute on terms to be agreed. If you give a general instruction for repairs without specifying the particular service or replacement parts, we will be entitled to carry out such repairs or, modification or service

as in our opinion are necessary to put the Customer's Equipment in good working order, and to make an appropriate charge for the work and parts provided.

Provided your order is placed within thirty (30) days of the date on the quotation, the price contained on the quotation shall be fixed unless the quotation states otherwise. If your order is not placed in that period, then if any change shall occur after that in the costs of any materials, labour, transport or other items, including overheads, which we have to pay or incur for the performance of the Contract, then you will pay the resultant price.

If delivery and performance are postponed at your request or by circumstance within your control you will pay all resulting costs and expenses we incur.

We will charge for all work carried out at your request, whether exploratory or otherwise and, in particular, we reserve the right to instruct our employees or agents to work overtime to comply with your delivery requirements in which case we may charge you the cost of such overtime.

#### **4) Work on Site**

If the Services are to be carried out on your premises or at your request at some other site we will need free and safe access to the Customer's Equipment, together with proper and safe storage and protection of all goods, tools, plant and equipment and materials we have on site. We may also require additional facilities to carry out the Services such as electricity. You will observe and comply with the latest Health and Safety at Work Legislation and ensure that the site is safe and without risk to the health and safety of all persons working there; and you will hold us harmless against all legal and regulatory proceedings, costs and charges in respect of your failure to do so.

#### **5) Payment**

Unless otherwise agreed with you by us, we will issue an invoice for the full amount due on completion of the Services. Invoices will be due for payment seven (7) days from the day on which we despatch the invoice to you. All payments will be in pounds Sterling.

On the 8th day overdue invoices will incur an 8% interest rate. If invoice is unpaid a third party collection service and any charges incurred will be due by you.

#### **6) Designs, Drawings and Specifications**

You shall be responsible for the accuracy of any designs, specifications and other data, which you or your employees or agents supply to us, which we use in connection with the Services, even if we examine, inspect or comment upon them. You will hold us harmless against any liability to a third party which we may incur as a result of carrying out the Services in accordance with your instructions or your designs, drawings, specification or other data.

## **7) Warranty**

We will take reasonable care of the Customer's Equipment whilst it is in our custody and make good any loss damage caused by our failure to exercise reasonable care, our liability being limited to the replacement value of the Equipment.

We also undertake to use reasonable skill and care in carrying out the work and to use materials, which are suitable quality and free from defects.

Unless otherwise agreed, we will rectify defective work and/or defective materials notified to us in writing within six months of the completion of the work and liability for defective work and/or defective materials is limited to the invoice value thereof. We will have no responsibility for other loss or damage, including (without limitation) loss profit or production, except as required by law.

Unless we have agreed to do so, you will accept full responsibility for re-installing, examining and testing the Equipment on which we have worked as soon as it is completed and we shall not be responsible for any damage, cost or loss incurred by you due to your failure to properly re-install or delay in testing the equipment or in notifying us of any defect in the work.

## **8) Limitation of Liability**

We accept that we are liable for any death or personal injury resulting from our negligence or the negligence of our employees or agents acting in the course of their employment. In relation to defects in goods sold to you by us, we may also be liable under the Consumer Protection Act 1987 or equivalent legislation, but only to the extent that such liability cannot lawfully be excluded.

Apart from our agreement to rectify any defects or errors in the Services set out in paragraph 7 above and to replace or repair the Customer's Equipment where there is loss or damage to goods in transit as set out in paragraph 8 above:

Our maximum liability to you for the direct loss or damage, either under this Contract or arising from any act or omission, including negligence, will not exceed the total amount paid by you under this Contract, or such higher sum as a court may specify as reasonable up to a limit of £50,000; and

We will not be liable to you under any circumstances for any indirect or consequential losses (including for example, loss of Contracts or loss of profits of production).

These limitations and exclusions in this paragraph apply to any claim, whether in contract, tort (including negligence), breach of any statutory duty or implied term or any other claim, except any liability for death, personal injury or defects in goods supplied to you by us as set out above.

The limitations and exclusions in these conditions reflect the value of this Contract to us and are considered to be reasonable. If you require us to accept greater liability we may be prepared to do so subject to agreement of an additional charge to reflect the increased risk and cost of insurance to us

### **9) Force Majeure**

We will not be liable to you for any failure to perform our obligations under this Agreement where that failure results from any cause outside our reasonable control, including but not limited to natural occurrences, disruption of power supplies, the action of third parties or industrial action.

### **10) Disputes**

Any disputes which we cannot settle amicably relating to the nature or quality of the Services will be referred to an expert to be agreed or appointed at the request of you or us by the President for the time being of the institute of Electrical Engineers. The written report of the expert will as between you and us be conclusive evidence of all matters of fact and all matters opinion set in the report and the charges of the expert shall be borne and paid as the expert may direct.

### **11) Notices**

Any notice to be given by you or us must be in writing and may be delivered by electronic mail. Notices to us should be sent to us at the address stated on our quotation, acknowledgement or invoice. Any notice given to you will be sent to you at the address supplied at the time of acknowledgement. You and we are free to provide an alternative address for notices at any time.

### **12) Whole Agreement**

This Contract constitutes the entire agreement between us relating to the Services and overrides any prior correspondence or statements relating to the Services (including any statements or representations in any advertisements or literature produced by us relating to the Services).

### **13) Validity**

If any provision of this Agreement is ruled to be invalid for any reason, that invalidity will not affect the rest of this Agreement, which will remain valid and enforceable in all respects.

### **14) Law**

This agreement is governed by English Law.