

ULTRA CO GROUP LTD

Terms and Conditions for the Supply of Services

Commercial Catering Equipment — Reactive Maintenance & Planned Servicing

Version 1.0 | Effective from 28/07/2026

Contents

1. Definitions and Interpretation

1.1 In these Terms, the following words have the following meanings:

"Company" Ultra Co Group Ltd, a company registered in England and Wales under company number 14669309, whose registered office is at 93 High St, Golborne, WA3 2DP (also referred to as "we", "us" or "our").

"Customer" the person, firm or company who purchases the Services from the Company (also referred to as "you" or "your").

"Contract" the contract between the Company and the Customer for the supply of Services, incorporating these Terms, the relevant Quotation and any Order.

"Services" the commercial catering equipment services to be supplied by the Company, including Reactive Services and/or Planned Maintenance, as set out in the Quotation or Order.

"Reactive Services" unplanned attendance to diagnose, repair or make safe Equipment following a breakdown, fault or call-out request from the Customer.

"Planned Maintenance" scheduled inspection, servicing and preventative maintenance of Equipment carried out under a Service Contract or planned programme.

"Service Contract" an agreement under which the Company provides Planned Maintenance and/or priority Reactive Services to the Customer for a fixed term.

"Equipment" the commercial catering equipment, appliances and associated systems (including gas, electrical, refrigeration, ventilation and water-fed equipment) which are the subject of the Services.

"Quotation" any written quotation, estimate or proposal issued by the Company to the Customer.

"Order" the Customer's acceptance of a Quotation, or the Customer's written or verbal instruction requesting the Services.

"Charges" the sums payable by the Customer for the Services, calculated in accordance with clause 6.

"Site" the premises at which the Services are to be carried out.

"Parts" any components, spares, consumables or materials supplied or fitted by the Company in the course of providing the Services.

"Working Hours" [08:00 to 17:00], Monday to Friday, excluding weekends and English public holidays.

"Out of Hours" any time outside Working Hours.

1.2 A reference to a statute or statutory provision is a reference to it as amended or re-enacted from time to time.

1.3 Headings are for convenience only and do not affect the interpretation of these Terms.

1.4 Words in the singular include the plural and vice versa.

2. Basis of Contract

2.1 These Terms apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

- 2.2** A Quotation is an invitation to treat only and does not constitute an offer. A Quotation is valid for [30] days from its date, unless stated otherwise, after which the Company may withdraw or revise it.
- 2.3** The Contract is formed when the Company issues a written acceptance of an Order, or (if earlier) when the Company begins to provide the Services.
- 2.4** Any descriptive matter, illustration or advertising issued by the Company is produced for the sole purpose of giving an approximate idea of the Services and does not form part of the Contract.
- 2.5** These Terms apply equally to one-off Reactive Services and to Services provided under a Service Contract. Where a signed Service Contract exists and its terms conflict with these Terms, the Service Contract prevails.

3. The Services

- 3.1** The Company will supply the Services with reasonable care and skill, in accordance with good industry practice and the relevant legislation in force at the time the Services are performed.
- 3.2** The Company will use reasonable endeavours to complete the Services within any agreed timescales, but time is not of the essence and any dates given are estimates only.
- 3.3** The Company may make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services.
- 3.4** The Services do not include, and the Charges do not cover, any of the following unless expressly agreed in writing:
 - (a) rectification of faults caused by misuse, neglect, accidental damage, vermin, power surges, failure of services or utilities, or operation contrary to the manufacturer's instructions;
 - (b) work arising from a lack of routine cleaning, descaling or operator maintenance which is the Customer's responsibility;
 - (c) the supply of consumable items (including but not limited to filters, seals, lamps and cleaning products) save where expressly quoted;
 - (d) building works, structural works, alterations to services, or making good of decorative finishes; and
 - (e) any work required to bring Equipment or the Site into compliance where it did not comply at the commencement of the Services.
- 3.5** Where, on attendance, the Company identifies further work that is reasonably required, it will inform the Customer and provide an estimate. The Company will not carry out such further work without the Customer's authorisation, except where it is necessary to make the Equipment or Site safe.

4. Quotations, Estimates and Orders

- 4.1** Quotations are based on the information available to the Company at the time of issue. If that information proves to be incomplete or inaccurate, or if circumstances change, the Company reserves the right to revise the Quotation.

- 4.2** An estimate is the Company's reasonable assessment of likely cost and is not a fixed price. The final Charges may differ from an estimate where additional time, Parts or works prove necessary.
- 4.3** Unless stated otherwise, a Quotation excludes VAT, which will be added at the prevailing rate.
- 4.4** The Customer is responsible for ensuring that the details of any Order it places are complete and accurate, and for giving the Company any information reasonably required to perform the Services.

5. Response and Attendance

- 5.1** Response times stated in a Quotation or Service Contract are target response times measured from acceptance of the Customer's call-out. They represent the Company's objective to attend Site or make remote contact, not a guarantee of repair within that period.
- 5.2** Where no response time is agreed, the Company will respond within a reasonable period having regard to the nature of the fault and the availability of engineers.
- 5.3** A repair may require more than one visit, for example where Parts must be ordered. The Company is not liable for delays caused by the unavailability of Parts from manufacturers or suppliers.
- 5.4** The Company reserves the right to attend Out of Hours where the Customer requests it or where it is necessary to make Equipment safe, and to charge accordingly under clause 6.

6. Charges and Rates

- 6.1** The Charges are as set out in the Quotation or, where no Quotation has been given, calculated in accordance with the Company's standard rates in force at the time the Services are performed.
- 6.2** Unless agreed otherwise in writing, the Company's standard charging structure for Reactive Services comprises:
 - (a) a call-out charge of £140 per visit Inc first hour on site in hours; Out of Hours call-out-charge £200 per visit Inc first hour on site;
 - (b) labour charged at £60 per hour during Working Hours and £90 per hour Out of Hours, charged in [15]-minute increments after the first hour, the first hour being charged in full;
 - (c) Parts charged at the Company's list price, which includes a handling and procurement margin; and
 - (d) travel and mileage where applicable, at £0.55 per mile or as stated in the Quotation.
- 6.3** Labour time includes time reasonably spent travelling to and from Site, on-site diagnosis, repair, testing and the completion of records, save where the Quotation states otherwise.
- 6.4** The Company may invoice for Parts ordered specifically for the Customer even where the repair is subsequently not completed, where those Parts cannot be returned to the supplier.
- 6.5** The Company may increase its standard rates at any time on [30] days' written notice. For Service Contracts, the Company may increase the contract Charges on each anniversary in line with any increase in the Consumer Prices Index (CPI) plus [2]%, or on [30] days' notice for any other increase.

6.6 All Charges are exclusive of VAT, which the Customer shall pay at the prevailing rate.

7. Parts and Materials

- 7.1** The Company will use Parts that are new or of equivalent quality and fit for purpose. Where original manufacturer Parts are unavailable, the Company may fit a suitable alternative.
- 7.2** Risk in Parts passes to the Customer on fitting or delivery, whichever is earlier.
- 7.3** Title to Parts does not pass to the Customer until the Company has received payment in full of all sums due in respect of the relevant Services. Until title passes, the Company may, on reasonable notice, recover and remove any Parts that have not become permanently incorporated into Equipment such that they cannot be removed without damage.
- 7.4** Parts are covered by the manufacturer's warranty (if any). The Company passes the benefit of such warranties to the Customer so far as it is able, but gives no further warranty in respect of Parts beyond clause 9.
- 7.5** Equipment, components or Parts removed by the Company and replaced become the property of the Company and may be disposed of unless the Customer requests their return at the time of the visit.

8. Customer Obligations and Site Access

- 8.1** The Customer shall:
- (a) provide the Company's engineers with safe, clear and unobstructed access to the Site and Equipment at the agreed times;
 - (b) ensure the Equipment is clean, accessible and isolated as necessary so that work can begin without delay;
 - (c) provide a safe working environment and inform the Company of any hazards, including asbestos, before work begins;
 - (d) ensure a responsible person aged 18 or over is available to grant access and receive any necessary handover;
 - (e) obtain and maintain all consents, licences and permissions needed before the Services begin; and
 - (f) operate and maintain Equipment in accordance with the manufacturer's instructions and carry out routine cleaning and operator maintenance.
- 8.2** If the Company is unable to carry out the Services because the Customer has not met its obligations under clause 8.1, the Company may treat the visit as an aborted visit under clause 13 and charge for it accordingly.
- 8.3** The Customer is responsible for the security and safekeeping of the Site and its contents, and for backing up its own data and records; the Company is not a security provider.

9. Guarantee of Workmanship

- 9.1** The Company warrants that its workmanship will be free from defects for a period of 28 days from completion of the relevant Services (the "Warranty Period").

- 9.2** If a defect in the Company's workmanship arises during the Warranty Period and the Customer notifies the Company promptly in writing, the Company will re-attend and remedy the defective workmanship at no further labour charge.
- 9.3** The warranty in clause 9.1 does not apply to:
- (a) the same or a different fault arising from a separate cause;
 - (b) faults caused by misuse, neglect, accidental damage, fair wear and tear, or the Customer's failure to maintain the Equipment;
 - (c) Parts, which are subject only to clause 7.4;
 - (d) any Equipment that has been worked on, adjusted or interfered with by any third party after the Company's visit; or
 - (e) any Services where the Charges have not been paid in full.

10. Gas, Electrical and Regulatory Compliance

- 10.1** Gas work on commercial catering Equipment is carried out by engineers holding the relevant Gas Safe registration and commercial catering competencies (including, where applicable, COMCAT and CCLNG qualifications) in accordance with the Gas Safety (Installation and Use) Regulations 1998.
- 10.2** Electrical work is carried out in accordance with the Electricity at Work Regulations 1989 and relevant standards. Refrigeration work involving fluorinated greenhouse gases is carried out by suitably qualified personnel in accordance with the F-Gas Regulations.
- 10.3** Where the Company carries out gas work, it will complete the appropriate documentation. The Company is not responsible for the compliance of any installation, ventilation, interlock or gas system that it did not install and that does not form part of the Services.
- 10.4** The Customer acknowledges that it remains responsible, as the duty-holder, for the ongoing safety, suitability and statutory compliance of the Equipment and the Site, including the provision and maintenance of adequate ventilation and gas interlock systems.

11. Unsafe or Condemned Equipment

- 11.1** If the Company identifies Equipment that is, in its reasonable professional opinion, immediately dangerous or at risk, the Company will take such steps as it considers necessary to make the Equipment safe. This may include disconnecting, isolating, capping off, labelling or condemning the Equipment.
- 11.2** The Company will not reconnect or return to use any Equipment that it considers unsafe until the defect has been remedied. The Customer must not use, or permit the use of, any Equipment that the Company has identified as unsafe or condemned.
- 11.3** The Company may be obliged to report certain dangerous situations to the relevant authority in accordance with applicable safety regulations and industry procedures, and the Customer consents to such reporting.
- 11.4** The Company is not liable for any loss of use of Equipment that it has made safe, isolated or condemned in the proper exercise of its professional judgement.

12. Payment

- 12.1** The Company will invoice the Customer for the Services. Unless agreed otherwise in writing, payment is due within [30] days of the date of invoice.
- 12.2** For new accounts, one-off Reactive Services, or where a credit account has not been approved, the Company may require payment on completion or a deposit in advance.
- 12.3** Time for payment is of the essence. All sums are payable in full without set-off, deduction or withholding except as required by law.
- 12.4** If the Customer fails to pay any sum by the due date, the Company may:
- (a) charge interest on the overdue amount at [8]% per annum above the Bank of England base rate, accruing daily, together with statutory compensation and reasonable recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998;
 - (b) suspend the Services, including under any Service Contract, until payment is received; and
 - (c) withhold any guarantee or warranty under clause 9 in respect of unpaid Services.
- 12.5** Service Contract Charges are invoiced [annually in advance / monthly], as stated in the Service Contract.

13. Cancellation and Aborted Visits

- 13.1** If the Customer cancels or postpones a booked visit with less than [24] hours' notice, the Company may charge a cancellation fee equal to the call-out charge plus any non-recoverable costs incurred.
- 13.2** If an engineer attends Site but is unable to carry out the Services through no fault of the Company — including where access is refused or unavailable, the Site is unsafe, no responsible person is present, or the Equipment is not accessible — the visit is an aborted visit and the Company may charge the call-out charge and any time and travel incurred.
- 13.3** Where the Customer is a consumer dealing with the Company off-premises or at a distance, statutory cancellation rights under the Consumer Contracts Regulations may apply; nothing in these Terms affects those rights.

14. Liability

- 14.1** Nothing in these Terms limits or excludes the Company's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot lawfully be limited or excluded.
- 14.2** Subject to clause 14.1, the Company is not liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any:
- (a) loss of profit, revenue, business, contracts or anticipated savings;
 - (b) loss of or damage to stock, food or perishable goods, including spoilage arising from Equipment failure or downtime;
 - (c) loss of goodwill or reputation; or
 - (d) indirect or consequential loss.
- 14.3** Subject to clause 14.1, the Company's total liability arising under or in connection with the Contract is limited to the greater of (a) the total Charges paid by the Customer under the

relevant Order or, for a Service Contract, in the [12] months preceding the claim; or (b) £5 Million, up to the limit of the Company's applicable insurance cover.

- 14.4** The Company is not liable for the condition or performance of Equipment that has reached the end of its serviceable life, nor for any pre-existing defect that was not caused by the Company.
- 14.5** The Customer must notify the Company of any claim in writing within [30] days of becoming aware of the circumstances giving rise to it, and give the Company a reasonable opportunity to inspect and remedy.

15. Insurance

- 15.1** The Company maintains employer's liability insurance and public liability insurance of not less than £5 Million per claim with a reputable insurer, and will provide evidence of cover on reasonable written request.
- 15.2** The Customer is responsible for insuring its own premises, Equipment, stock and contents, and the Company's liability does not extend to losses that are, or ought reasonably to be, covered by the Customer's own insurance.

16. Health and Safety

- 16.1** The Company will comply with its statutory duties under the Health and Safety at Work etc. Act 1974 and associated regulations, and its engineers will follow safe systems of work.
- 16.2** The Customer will comply with its own health and safety duties and will co-operate with the Company to enable the Services to be carried out safely, including providing relevant risk and method information for the Site.
- 16.3** The Company may decline or suspend work where it reasonably considers that conditions on Site are unsafe, without liability for any resulting delay.

17. Subcontracting and Assignment

- 17.1** The Company may subcontract or delegate any of its obligations under the Contract to a suitably competent third party, but remains responsible for the performance of the Services.
- 17.2** The Customer may not assign, transfer or subcontract any of its rights or obligations under the Contract without the Company's prior written consent.

18. Force Majeure

- 18.1** The Company is not in breach of the Contract, nor liable for any delay or failure to perform, arising from events beyond its reasonable control, including acts of God, fire, flood, severe weather, epidemic or pandemic, war, terrorism, civil unrest, industrial action, failure of utilities or transport networks, and the unavailability of Parts or supplies.
- 18.2** If such an event continues for more than [60] days, either party may terminate the Contract on written notice without liability, save for sums already due.

19. Confidentiality

- 19.1** Each party shall keep confidential any confidential information of the other obtained in connection with the Contract and use it only for the purpose of performing its obligations, except where disclosure is required by law or to professional advisers.

20. Data Protection

- 20.1** Each party shall comply with its obligations under the UK General Data Protection Regulation and the Data Protection Act 2018. The Company processes personal data (such as contact details of the Customer's representatives) for the purposes of providing the Services, in accordance with its privacy notice, available on request.

21. Service Contracts: Term and Renewal

- 21.1** A Service Contract begins on the date stated in it and continues for the initial term of [12] months (the "Initial Term").
- 21.2** After the Initial Term, the Service Contract renews automatically for successive periods of [12] months unless either party gives at least [60] days' written notice to expire at the end of the then-current term.
- 21.3** The number of Planned Maintenance visits, the Equipment covered, the response priority and any inclusions and exclusions are set out in the relevant Service Contract schedule.

22. Termination

- 22.1** Either party may terminate the Contract with immediate effect by written notice if the other:
- (a) commits a material breach which is irremediable, or which it fails to remedy within [14] days of written notice to do so; or
 - (b) becomes insolvent, enters administration or liquidation, has a receiver appointed, or is unable to pay its debts as they fall due.
- 22.2** The Company may terminate or suspend the Contract immediately if the Customer fails to pay any sum when due and does not pay within [14] days of a written reminder.
- 22.3** On termination, the Customer shall immediately pay all outstanding Charges for Services provided up to the date of termination, including for any Parts ordered.
- 22.4** Termination does not affect any rights, remedies or liabilities that have accrued up to the date of termination. Clauses intended to survive termination (including clauses 7, 9, 12, 14, 19 and 20) continue in force.

23. Notices

- 23.1** Any notice must be in writing and sent to the relevant party's registered office or principal place of business, or to an email address notified for that purpose. A notice is deemed received: if delivered by hand, on delivery; if by post, on the second business day after posting; and if by email, on transmission, subject to no bounce-back being received.

24. General

- 24.1** These Terms, the Quotation and any Order constitute the entire agreement between the parties and supersede all prior arrangements relating to their subject matter.

- 24.2** No variation of the Contract is effective unless agreed in writing by the Company.
- 24.3** A failure or delay by the Company in exercising any right is not a waiver of that right.
- 24.4** If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions continue in full force, and the invalid provision shall be modified to the minimum extent necessary to make it valid.
- 24.5** Nothing in the Contract creates a partnership, agency or employment relationship between the parties.
- 24.6** A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

25. Governing Law and Jurisdiction

- 25.1** The Contract and any dispute arising out of or in connection with it (including non-contractual disputes) are governed by the law of England and Wales.
- 25.2** The parties submit to the exclusive jurisdiction of the courts of England and Wales, save that the Company may bring proceedings to recover sums due in any court of competent jurisdiction.

Acceptance

By placing an Order, accepting a Quotation, or instructing the Company to carry out the Services, the Customer is deemed to have read, understood and accepted these Terms and Conditions.

Signed for and on behalf of the Customer:

Name: _____

Position: _____

Company: _____

Signature: _____

Date: _____