1. Preliminary

1.1. These are the only terms or conditions applicable to any sale or supply of goods and installation and testing by Integrated Air Systems Limited ("us") to the customer named in our quotation ("you") unless specifically agreed in writing by us and you, no additional or other terms or conditions shall apply.

1.2. No person other than an officer or partner of us has the authority to make or agree to any term or condition not contained in these conditions.

2. Specification, Instruction or Design

2.1. If plant or equipment is made to a specification, instruction or design supplied by you or any third party, you shall be responsible for ensuring that such specification, instruction or design will not materially hinder or delay delivery of the plant and equipment, in which event we shall be entitled to invoice you for any additional costs incurred as a result of repeat or additional testing or work. In writing, we shall be entitled to invoice you for the plant and equipment and the installation and testing thereof on or at any time after you have taken over and accepted the plant and equipment as specified in clause 5, unless you shall have failed to take over and accept or to accept delivery of the plant and equipment, in which event we shall be entitled to invoice you at any time after the plant and equipment shall have been taken over and accepted in accordance with clause 5, or where relevant, within 30 days of notification by us that the plant and equipment is ready for delivery.

3. Price and Payment

3.1. All prices quoted are exclusive of VAT and you shall pay all and any taxes duties and other government charges payable in respect of the plant and equipment, installation and testing.

3.2. Subject to clause 3.3 below and/or unless otherwise agreed in writing, we shall be entitled to claim the payment for the plant and equipment and the installation and testing by Integrated Air Systems Limited ("us") to the customer named in our quotation ("you") at your premises, or where you fail to collect or arrange the collection of the plant and equipment under these conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been specified or agreed for as provided in the forquoted contract.

3.3. Should we incur extra costs (including but not limited to costs incurred as a result of repeat or additional testing or work). In writing, we shall be entitled to invoice you for the plant and equipment and the installation and testing thereof on or at any time after you have taken over and accepted the plant and equipment as specified in clause 5, unless you shall have failed to take over and accept or to accept delivery of the plant and equipment, in which event we shall be entitled to invoice you at any time after the plant and equipment shall have been taken over and accepted in accordance with clause 5, or where relevant, within 30 days of notification by us that the plant and equipment is ready for delivery.

3.4. Unless otherwise agreed in writing you shall pay all invoices without set-off within 30 days of the invoice date in pounds sterling or in such currency and as we and you shall agree, provided at all times the relevant exchange rate shall be such as to provide an equal or lower price in pounds sterling than the exchange rate at which the sum payable is computed, the date of payment shall be deemed to be the rate prevailing at the date of the quotation, by reference to the rates of exchange prevailing from time to time and any surcharges or costs paid in respect of banking and similar charges in respect of the conversion of the relevant currency to pounds sterling.

3.5. Time of payment shall be of the essence of the contract. Without prejudice to any of our other rights and remedies, interest will be payable on all overdue accounts at HSBC Bank plc base rate plus 4% or at the rate specified by the Late Payment of Commercial Debts (Interest) Act 1998 (whichever is the higher).

3.6. Minor omissions or defects in the plant and equipment which in our reasonable opinion do not materially affect their commercial use shall not entitle you to vary the contract price. Any sum retained under this clause 3.6 shall be a maximum of 5% of the contract price.

4. Delivery and Time of Taking Over and Acceptance

4.1. We shall deliver the plant and equipment to you at the agreed location and time. Within ten working days of delivery, you shall inspect the plant and equipment and if any defect or failure is found and is confirmed in writing, you shall have an opportunity to inspect the plant and rectify its performance.

4.2. We shall be entitled on any anniversary of the contract between us and you becoming binding (in accordance with clause 1.3) to make a reasonable increase in the contract price to reflect any increase in the cost of labour and materials.

5. Risk and Passing of Property

5.1. Subject to clause 5.2 below, the risk in the plant and equipment shall occur when they are offloaded by us at your premises, or where you fail to collect or arrange the collection of the plant and equipment, delivery and acceptance of the plant and equipment shall occur when the plant and equipment is collected by you or on your behalf from our works, or where you fail to collect or arrange the collection of the plant and equipment under these conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been specified or agreed for as provided in the quotation.

6. Time of Taking over and Acceptance

6.1. We will not accept any failure for lack of any performance figures quoted by us unless we have specifically guaranteed them in writing, subject to any tolerances specified or agreed by us in that quotation.

6.2. If the performance figures obtained on any test provided for in the contract are outside the acceptable limits specified in the quotation, we shall be entitled reasonable time and opportunity to inspect the plant and rectify its performance.

7. Cancellation

7.1. Where you:

7.1.1. are overdue with any payment owed to us, or

7.1.2. have failed to take delivery of the Goods; or

7.1.3. make default in or commit any breach of any of your other obligations to us hereunder; or

7.1.4. become bankrupt, insolvent or have a petition presented in respect of an administration order or winding-up order in respect of you or have a receiver appointed of your assets or execution distress levied upon your assets or under the national law of your own country suffer the equivalent of any of the foregoing events; or

7.1.5. are in breach of any material term of this contract, we reserve the right to terminate this contract by giving you thirty days' notice of termination, or

7.1.6. in the event that you do not duly satisfy your solvency; then (without prejudice to any other right or remedy available to us) we reserve the right to stop manufacture, delivery or performance under any contract and recover from you the full balance of the contract price together with interest at the rate specified in clause 3.4 above and we are not subject to the following provisions:

7.1.7. we shall not be under any liability in respect of any defect or failure in the plant and equipment arising from any drawing, design or specification supplied by you or on your behalf;

7.1.8. we shall be under no liability in respect of any defect arising from fair wear and tear, within reasonable commercial tolerances or conditions,合理 condition or reasonable wear and tear (whether or not caused by our negligence or that of any third party).

7.1.9. you must have paid the contract price (including any progress payments) by the due date for payment;

7.1.10. you must return to us if so required and where reasonably practicable any defective parts.

7.2. Unless we shall be under any liability above the warranty unless you notify us within 14 days of the plant becoming defective.

7.3. We shall be under no liability to you in any case following 6 months from acceptance or deemed acceptance of the plant and equipment under clause 5.3 above.

7.4. Our total liability for damage caused by our breach of contract, tort (including but not limited to negligence) or breach of statutory duty shall not exceed 5% of the contract price.

7.5. Without prejudice to any other rights or remedies available to us in respect of any breach of contract, we will be entitled to recover interest (including interest due under late payment legislation) on any amount not paid when due at the rate specified by the Late Payment of Commercial Debts (Interest) Act 1998 or, if this Act does not apply, at the rate specified by the Late Payment of Commercial Debts (Interest) Act 1999 together with reasonable costs and expenses including legal costs on a full indemnity basis.

7.6. We shall have no liability for negligence except as expressly set out in these terms and conditions.

7.7. This clause 7 sets out the full extent of our liability under or arising out of any contract concluded with you.

9. Risk and Passing of Property

9.1. In the event of a sale or any other disposition or use of plant and equipment by you prior to the passing of property therein to you held in your possession solely as bailee for us.

9.2. If plant and equipment have not been mixed with or incorporated into other goods or processed with the whole of the proceeds of sale and your right thereto or

9.3. If the plant and equipment have been mixed with or incorporated into other goods or processed with the whole of the proceeds of sale bargaining and similar charges in respect of the conversion of the relevant currency to pounds sterling.

9.4. You hereby acknowledge that all goods are until passing of property therein to you held in your possession solely as bailee for us.