STANDARD CONDITIONS OF SALE

These Terms and Conditions apply to all quotations, orders, and contracts for the supply of goods and services by Inergy Group Limited unless expressly agreed otherwise in writing by both parties.

Clause 1 Definitions and Interpretation

In these Terms and Conditions, the following definitions apply:

1.1 'Buyer' - means the person, company, or entity purchasing goods and/or services from the Seller under any contract.

1.2 'Contract' - means any agreement between the Seller and Buyer for the supply of goods and/or services, incorporating these terms and conditions.

1.3 'Goods' - means any products, materials, equipment, or items to be supplied by the Seller to the Buyer as specified in the contract.

1.4 'Pre-existing Materials - means all documentation, information, specifications, drawings, and materials owned by the Seller that existed prior to the commencement of any contract.

1.5 'Seller' - means Inergy Group Limited, including its subsidiaries and associated companies.

1.6 'Services' - means any work, installation, maintenance, or other services to be provided by the Seller as specified in the contract.

1.7 'Seller's Equipment' - means any tools, equipment, systems, or facilities provided by the Seller for use in connection with the services.

1.8 'Working Day' - means Monday to Friday, excluding public holidays, bank holidays, and the Christmas shutdown period.

1.9 'In Writing' – includes communications by email and facsimile transmission.

Clause 2 Application of Terms

2.1 These Terms and Conditions form the complete agreement between the parties and supersede all prior negotiations, representations, or agreements.

2.2 These terms apply to all contracts to the exclusion of any other terms and conditions, including those contained in the Buyer's purchase orders or other documents.
2.3 Modifications to these terms are only valid if agreed in writing and signed by an authorised representative of the Seller.

2.4 No employee or agent of the Seller has authority to vary these terms unless specifically authorised in writing.

Clause 3 Quotations and Specifications

3.1 All quotations are valid for 30 days from the date of issue unless otherwise specified.

3.2 Drawings, specifications, performance data, and other technical information are provided for identification purposes only and do not form part of any contractual description unless specifically agreed in writing.

3.3 The Seller reserves the right to make design modifications that do not materially affect the performance or quality of the goods or services.

Clause 4 Pricing and Payment Terms

4.1 Prices are as stated in the Seller's quotation or order acknowledgment and are exclusive of VAT, delivery charges, and any other applicable taxes or duties unless otherwise specified in writing.

4.2 Payment terms are strictly thirty (30) days from the date of the invoice unless otherwise agreed in writing. The specific payment due date will be stated on the invoice.

4.3 Time for payment is of the essence. Payments must be received in cleared funds by the due date to avoid delays in supply or service.

4.4 The Seller reserves the right to suspend deliveries, withhold further performance, or terminate any contract if payment is not received by the due date.

4.5 Any deposits required must be paid upon acceptance of the quotation. Such deposits are a condition precedent to the Seller's obligation to supply goods or services.

4.6 The Seller may adjust prices if there are changes in specifications, quantities, delivery requirements, or if delays are caused by the Buyer's instructions or failure to provide adequate information.

4.7 Separate invoices will be issued for goods/materials and labour where required to comply with Construction Industry Scheme (CIS) requirements.

4.8 **Invoice Queries**
The Buyer shall notify the Seller in writing of any disputed invoice or payment query within seven (7) days of receipt of the invoice and, in any event, before the payment due date. The notification must clearly state the reason for the dispute and identify the amount or specific item(s) being disputed. Failure to notify the Seller within this period shall be deemed acceptance of the invoice for payment purposes.

4.9 **Investigation of Invoice Queries**
Where the Buyer raises a valid invoice query in accordance with clause 4.8, the Seller shall review the query and, where appropriate, provide clarification or supporting information. The raising of an invoice query shall not, of itself, entitle the Buyer to withhold payment of any amount that is not genuinely disputed.

4.10 **Payment of Undisputed Amounts**
Any undisputed portion of an invoice shall be paid by the Buyer in accordance with the agreed payment terms. The Buyer shall not withhold or delay payment of an entire invoice where only part of the invoice is disputed.

4.11 **Resolution of Invoice Queries**
The Buyer and Seller shall use reasonable endeavours to resolve any invoice query promptly and in good faith. Where an invoice is found to contain an error, the Seller may, at its discretion, issue a credit note, corrected invoice, or other appropriate adjustment.

4.12 **No Automatic Extension of Payment Terms**
The raising of an invoice query shall not automatically extend or alter the payment due date for any undisputed amount. Any agreed extension to payment terms must be confirmed in writing by the Seller.

4.13 **Late Payment**
In the event of late payment, the Seller reserves the right to charge interest on any overdue amount at a rate of 8% per annum above the Bank of England base rate, calculated on a daily basis from the due date until payment is received in full. This interest will accrue both before and after any judgment. The Seller shall also be entitled to recover from the Buyer any reasonable costs incurred in collecting overdue sums, including legal fees and debt recovery agency charges, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended).

4.14 **Effect of Invoice Queries**
A dispute raised in accordance with clause 4.8 shall not prevent the Seller from exercising its rights in respect of any undisputed overdue amount, including the right to charge interest, suspend further deliveries or services, or terminate the Contract in accordance with these Terms and Conditions.

4.15 Consumables and Ancillary Materials
Unless expressly stated otherwise within the Seller's quotation, consumable items, sundry materials, refrigerants, commissioning fluids, gases, filters, lubricants, fixings, cleaning products, disposal charges and any other ancillary materials reasonably required for the completion of the Services shall be chargeable in addition to the contract price.

Such items may be invoiced at the Seller's prevailing rates together with a reasonable handling and procurement charge where applicable.

Any consumable materials used in connection with the Services, including but not limited to refrigerant gas, nitrogen, filters, oils, lubricants, cleaning chemicals, batteries, fixings, sealants and other ancillary materials, shall be chargeable to the Buyer unless specifically included within the Seller's quotation or maintenance agreement.

The Seller reserves the right to charge for such materials at the prevailing price at the date of supply.

4.16 Supplier Price Increases
Where a manufacturer or supplier increases the cost of goods after the date of quotation but before procurement, the Seller reserves the right to pass such increase on to the Buyer, provided evidence of the increase is supplied upon request.

4.17 Variations
Any alteration, addition, omission, modification, acceleration, postponement, suspension or change to the Services or Goods requested by the Buyer shall constitute a Variation.

The Seller shall be entitled to adjust the Contract Price and completion programme to reflect any Variation, including without limitation additional labour, materials, plant, subcontractor costs, management time, design costs, overheads and profit.

Variations may be instructed verbally, electronically or in writing by the Buyer or the Buyer's representative. Where the Seller reasonably relies upon such instruction and proceeds with the Variation, the Buyer shall remain liable for all associated costs notwithstanding the absence of a formal written variation order.

4.18 Consumables and Ancillary Materials
Unless expressly stated otherwise within the Seller's quotation or Contract, consumable items and ancillary materials required in connection with the Services shall be chargeable in addition to the Contract Price.

Such items may include, but are not limited to, refrigerants, nitrogen, oils, lubricants, filters, batteries, cleaning chemicals, sealants, adhesives, solder, brazing materials, cable accessories, fixings, containment consumables, commissioning materials and waste disposal charges.

The Seller reserves the right to charge for such items at the prevailing price at the date of supply together with any reasonable procurement and handling costs.

4.19 Abortive Visits and Delays Beyond Seller's Control
Where the Seller attends site and is unable to commence, continue or complete the Services due to circumstances beyond its reasonable control, the Seller shall be entitled to recover all associated costs incurred.

Such circumstances may include, but shall not be limited to, lack of access, unavailable permits, unavailable site representatives, failure of third parties, unavailable power supplies, inadequate site preparation, unsafe working conditions, failure to isolate equipment, restricted working hours, unavailable lifting equipment or delays caused by other contractors.

The Seller shall be entitled to charge for labour, travel, accommodation, plant hire, subcontractor charges, management time and all other reasonably incurred costs arising from such delay or aborted attendance.

4.20 Existing Services and Unforeseen Conditions
The Seller's quotation and Contract Price are based upon information made available at the time of quotation and upon reasonable assumptions regarding existing site conditions and services.

Unless expressly stated otherwise, the Seller assumes that existing electrical supplies, controls systems, drainage systems, structural supports, pipework, ductwork, containment systems and building fabric are suitable for the proposed Services.

The Seller shall not be responsible for unforeseen site conditions, concealed services, asbestos-containing materials, contaminated substances, structural defects, inadequate infrastructure, non-compliant installations or any other conditions which could not reasonably have been identified prior to commencement of the Services.
Any additional work required as a result of such conditions shall constitute a Variation and shall be chargeable in accordance with these Conditions.

4.19 Practical Completion and Acceptance
The Services shall be deemed practically complete upon the earlier of:
a) completion of the Services by the Seller;
b) beneficial use or occupation of the works or any part thereof by the Buyer or any third party;
c) commissioning, energisation or operation of the installed equipment; or
d) seven (7) days following notification by the Seller that the Services have been completed.

Following practical completion, the Buyer shall have seven (7) days to notify the Seller in writing of any defects or omissions. Any defects notified shall not entitle the Buyer to withhold payment of any undisputed sums.

Where no written defects list is received within seven (7) days of practical completion, the Services shall be deemed accepted by the Buyer.

4.20 Authority to Instruct Additional Works
The Seller shall be entitled to rely upon instructions given by any employee, agent, representative, facilities manager, site manager or person appearing to have authority on behalf of the Buyer whilst the Seller is present on site.

Any additional works instructed by such person shall be deemed authorised by the Buyer and shall be chargeable in addition to the Contract Price.

Clause 5 Delivery and Risk

5.1 Delivery dates are estimates only and time is not of the essence unless specifically agreed in writing.

5.2 Risk in goods passes to the Buyer upon delivery, regardless of when title transfers.

5.3 The Buyer must accept delivery of goods once they are ready for delivery.

5.4 If delivery is delayed at the Buyer's request, storage charges may apply after the first week.

5.5 Delivery charges and any demurrage fees for vehicle waiting time exceeding 30 minutes will be charged to the Buyer.

Clause 6 Title and Retention of Ownership

6.1 Title to goods remains with the Seller until full payment is received for all amounts due under any contract.

6.2 Until title passes, the Buyer holds goods as bailee and trustee for the Seller and must:
a) Store goods separately and clearly identified as the Seller's property
b) Maintain goods in good condition
c) Insure goods for their full value
d) Not damage or remove identification marks

6.3 The Seller may repossess goods at any time before title passes and may enter the Buyer's premises for this purpose.

6.4 The Buyer's right to possession terminates immediately upon any insolvency event or breach of contract.

Clause 7 Warranties and Quality

7.1 The Seller warrants that goods manufactured or supplied by it will be free from defects in materials and workmanship for 12 months from delivery or completion of installation.
7.2 For goods not manufactured by the Seller, the Seller will endeavor to transfer any manufacturer's warranty to the Buyer.

7.3 Warranty claims must be notified in writing within 3 working days of discovery of any defect.

7.4 The Seller's liability under warranty is limited to repair or replacement of defective goods at the Seller's option.

7.5 Warranties do not cover defects arising from:
a) Misuse, abnormal use, or failure to follow instructions
b) Normal wear and tear
c) Unauthorized modifications or repairs
d) Faulty installation by parties other than the Seller
e) Plant and equipment not being serviced as per the manufacturer’s recommendations.

Clause 8 Limitation of Liability

8.1 The Seller's total liability under any contract is limited to the contract price.

8.2 The Seller excludes all liability for indirect, consequential, or special damages, including loss of profits, business, or reputation.

8.3 Nothing in these terms excludes liability for death or personal injury caused by negligence, fraud, or other matters that cannot legally be excluded.

Clause 9 Buyers Obligations

9.1 The Buyer must:
a) Co-operate fully with the Seller in the performance of services
b) Provide safe and timely access to premises
c) Ensure premises are suitable for the intended installation
d) Provide necessary site facilities including power and secure storage
e) Comply with all health and safety requirements
f) Provide accurate specifications and timely approvals

9.2 The Buyer must not attempt to employ or solicit any of the Seller's employees for 12 months after contract completion.

Clause 10 Installation Services (Where Applicable)

10.1 Installation quotes include standard fixings and one hour for site induction.

10.2 The Buyer must provide suitable lifting equipment and labour for positioning goods if required.
10.3 Installation cancellations require 10 working days' notice to avoid charges.

10.4 Additional charges apply for delays, site issues, or requirements beyond the standard scope.

10.5 The Seller is not responsible for damage to surrounding structures during installation.

Clause 11 Intellectual Property and Confidentiality

11.1 All designs, drawings, and technical information remain the Seller's intellectual property.

11.2 The Buyer must keep all confidential information strictly confidential and use it only for the purposes of the contract.

Clause 12 Termination

12.1 The Seller may terminate any contract immediately if:
a) Payment is overdue by more than 7 days
b) The Buyer becomes insolvent
c) The Buyer breaches any material term
d) Access to premises is denied

Clause 13 Force Majeure

13.1 The Seller is not liable for delays or failures due to circumstances beyond its reasonable control, including but not limited to natural disasters, strikes, or material shortages.

Clause 14 General Provisions

14.1 The Seller does not accept retention of payments or liquidated damages.

14.2 The Seller does not provide collateral warranties.

14.3 Returns require written consent and are subject to a 40% restocking fee.

14.4 Order cancellations may incur charges of 25-100% of the order value depending on the stage of completion.

Clause 15 Governing Law and Jurisdiction

15.1 These terms are governed by English law and subject to the exclusive jurisdiction of English courts.

15.2 Any disputes may be referred to adjudication under the Construction Act scheme.