

A.S.K Pearcey Ltd

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ASK Pearcey Terms and Conditions of Sale 2011

Section 1 General

- 1.1/ ASK Pearcey Ltd and its employees shall be referred to as ASKPL throughout this document
- 1.2/ The Customer is any legal entity or representative/employee of such legal entity or any division or subdivision of a legal entity that is utilising the services of ASKPL.
- 1.3/ The general terms apply to any other party that is in receipt of or is acting on information, design work, data or other correspondence.
- 1.4/ All dealings between ASKPL and the customer are under English law.
- 1.5/ All terms of payment specified herein supersede and replace any such terms imposed by the customer or any other party involved. Unless agreed by a director of ASKPL in writing.
- 1.6/ All areas of responsibility and liability outlined in this document supersede any other written, inferred or implied areas of responsibility and liability unless agreed in writing by a director of ASKPL.
- 1.7/ Under no circumstances will ASKPL accept any consequential losses as a result of any loss incurred by any party in relation to any work, advice, assistance or act carried out by any employee or director of ASKPL.
- 1.8/ These terms and conditions apply to all interactions between ASKPL and the customer or any 3rd party, whether verbal or written or otherwise.
- 1.9/ Changes to any terms and conditions will be advised in writing 7 days prior to implementation.

Section 2 Payment Terms

- 2.1/ All invoices shall be paid in full 30 days from the date of invoice
- 2.2/ All prices are quoted exclusive of VAT and VAT will be charged at the prevailing rate at the time of invoice
- 2.3/ All prices are valid for 60 days from date of quote (verbal or written)
- 2.4/ see 1.5
- 2.5/ Late payment of invoices may lead to interest charges on a fixed percentage per day late
- 2.6/ Retainer customers will lose their preferential daily rate in the event of late payment, until such time as any outstanding invoice(s) is/are paid in full.
- 2.7/ ASKPL reserve the right to cancel any ongoing agreement/contract between ASKPL and the customer in the event of habitual or excessive late payment or number of late payments. ASKPL are not obliged to re-establish any agreement upon payment of outstanding monies.
- 2.8/ ASKPL will provide a written warning of any contractual effects that are likely to be invoked as a result of late payment with 7 days notice.

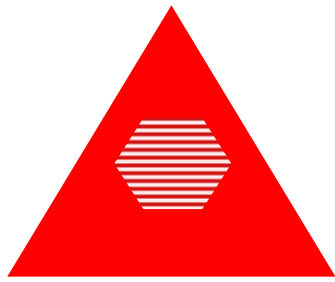
Section 3 Liability

- 3.1/ ASKPL will not be held responsible for any design work, information or data written or verbally transmitted or any consequence of such actions that is outside any contractual agreement or is delivered under a retainer agreement. We are not liable for **mechanical or structural failure** of any equipment we design not can we accept responsibility for **any material selection** of equipment designed.
- 3.2/ ASKPL will take responsibility for fully paid "detailed" design work carried out by ASKPL, provided that:
 - All information was gathered by ASKPL under contract
 - The said work was carried out under contract
 - Design conditions specified are not changed in any way
 - Any equipment involved that has been manufactured has been approved in writing by ASKPL
 - Any equipment has been operated according to instructions and that they have been approved by ASKPL
 - All equipment involved is within the design scope of ASKPL
 - Any equipment was commissioned by ASKPL under contract or by an approved ASKPL commissioning engineer
 - All equipment is maintained as instructed via the operation and maintenance manuals either written by or approved by ASKPL.
 - The design work was not specified by other design engineers
 - The design work was not a consensus agreement between ASKPL and other involved parties including the customer
- 3.3 ASKPL will not, under any circumstances accept any design responsibility where the following apply:
 - The scope or design basis is provided by others
 - The design conditions do not prevail
 - ASKPL have inferred in writing or verbally to involved parties including the customer that there is a risk of the design not performing as required.
 - Installation and/or commissioning and manufacturing methods are not approved by ASKPL prior to implementation
 - ASKPL are not being paid for said design work
 - Retainer based design work
 - Verbal advice, figures, data or information of any kind. All verbal advice given by ASKPL and any of its employees is taken to be without prejudice and whilst it is intended to guide customers or other parties does not constitute any liability for ASKPL
 - Any consequence, construction or operation that is brought about by information provided by ASKPL from the website or other written or verbal source relating to ASKPL but without consent or approval of use by a director of ASKPL in writing
 - Any designs or procedures available via ASKPL information sources but carried out by other personnel or legal entities
 - The quality or accuracy of any data, work, designs or information or equipment provided or generated by any other party, even when said party is recommended by ASKPL
 - Any work of any kind that does not involve ASKPL even when forming part of a project that ASKPL may be managing
 - For any damage or injury caused by any action by ASKPL which is undertaken as assistance outside the remit of ASKPL (i.e. assisting a labourer with lifting or moving an item or dropping a tool handed to another site person etc)
 - For any damage or injury as a result of using or attempting to use the customers equipment (office or site).
 - For the cost of testing or demonstrating liability for the performance or operation of malfunctioning systems.
- 3.4 The financial liability shall be limited to the value of the contract between ASKPL and the customer. ASKPL will commit resource and time to resolving issues strictly limited to any design liability that ASKPL have realised. ASKPL has professional indemnity insurance up to the value of £2,000,000.

Company Registration No: 5670120
Company Registered 10th January 2006

Specialists in Air Pollution Control





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Section 4 The responsibility of the Customer

- 4.1/ The customer will provide any special personnel protective equipment required for any site survey or work specific to that site.
- 4.2/ The customer will provide safe access, ladders and any platforms etc for ASKP to gain access to any emission source, machinery or other item for which access is required.
- 4.3/ To provide utilities or chemicals such as electricity, steam or water etc for any trial work, commissioning or other exercise on site
- 4.4/ To provide any labour for any construction/modification/movement/placement or physical alteration of any kind to any equipment.
- 4.5/ First aid facilities and personnel as appropriate
- 4.6/ Where ASKPL personnel are carrying out design work at the customer's office, then the Customer must ensure that all requirements of the Health and Safety at Work Act and associated codes of practice are met for that ASKPL employee.
- 4.7 Provision of acceptable working space fit for purpose when requiring ASKPL to work from the customer's offices or site premises.
- 4.8 To notify ASKPL personnel of any changes to design or operating conditions that may be relevant to project work undertaken by ASKPL in manner such that changes can be incorporated into and accounted for in the work carried out by ASKPL with prejudice to the contractual obligations of ASKPL.

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