7.4 After the date of the Quotation the Contract may be adjusted:
(ii) If there is any delay in order the Goods and/or services detailed within the Quotation. Customer understands and agrees that the
"Order" means the Customer's purchase order or other document sent by Customer confirming that Customer wishes to order the goods and/or services detailed within the Quotation. Customer understands and agrees that the terms and conditions detailed on any Customer's Order will not be invalid unless expressly agreed and accepted in writing and counter-signed by an authorised signatory for
"Quotation" means the written quotation, proposal or tender signed by an authorised employee of Ciat and shall define the Goods and/or services offered for order for the prices and conditions detailed within the Quotation and no additional or additional terms are excluded unless so agreed in writing and counter-signed by an authorised signatory for Ciat.
"Quotations" are invitations to treat and shall be confirmed by Orders from Customer within 30 days of the Quotation date. In the event that there is no confirmation by way of an order, the Quotations shall be considered to have expired after 30 days unless an alternative expiry date is stated on the Quotation.
"Services" means the work described in the Quotations or Tenders or other Schedule which Ciat have agreed in writing to supply to Customer.
"Ciat" means Ciat Tek Ltd UK and its internal divisions and Trading Names or Business Names and shall include the divisions or trading names of Ciat Air Conditioning, Ciat Service and Tshakwa Air Conditioning.
2. THE CONTRACT
2.1 All orders for Goods are accepted by Ciat only under these Terms and Conditions for Sale and Services which may not be altered or amended except with the agreement of an authorised signatory for Ciat. Any typographical, clerical or other error or omission in any sales literature, quotation, tender, price list, acceptance of offer, invoice or other document or information issued by Ciat shall be subject to correction without liability on Ciat's part.
2.2 Quotations must be accepted in writing and is valid for a period of 30 days (unless another period is specified) after which period it may be withdrawn at the sole option of Ciat.
2.3 Any typographical, clerical or other error or omission in any sales literature, quotation, tender, price list, acceptance of offer, invoice or other document or information issued by Ciat shall be subject to correction without liability on Ciat's part.
2.4 Ciat shall not be liable for any representation made by Ciat employees or agents to Customer as to the condition, description of the Goods, their fitness for any purpose or the price or value, unless such representation is made in writing and confirmed in writing by an authorised signatory for Ciat. Ciat brochures and other literature are for Customer guidance only and shall not constitute representations or warranties in respect of the Completion of the Services or the technical specification of the Goods or failure to perform the Services by Ciat or its agents. Ciat is not responsible for any representation made by any third party and Ciat shall indemnify Customer against any loss, damages, costs, expenses or other claims arising from any such representation.
7.2.1 Customer shall hold the Goods as Ciat’s fiduciary agent and bailee;

7.2.2 the Goods shall be stored, at no extra cost to Ciat, separately from any other goods of the Customer or any third party, in such a way that they remain readily identifiable as Ciat’s property and Customer shall not interfere with any identification marks or numbers on the Goods and/or any safety or security features that may be included on the Goods;

7.2.3 Customer may agree that Customer may use or agree to sell the Goods as principal and not as Ciat’s agents in the ordinary course of Customer’s business. If such agreement is made this is to be read in conjunction with and subject to one or more of the following express conditions that shall apply:

(i) Customer shall pay Ciat the full Contractual Sum prior to Customer delivering or passing any title to the Goods to a third party;

(ii) that Ciat shall notify their purchaser that Ciat remains the legal owner of the Goods until Ciat receives full payment of the Contractual Sum and Ciat reserve the right to label the Goods accordingly; and/or

(iii) Customer will at Ciat’s request and at Customer’s expense assign to all Ciat rights Customer may have against their purchaser;

7.2.4 if Goods are to become affixed to any land or building Customer must ensure that they are capable of removal without resulting in damage or injury to the Goods or Customer and all Goods and Customer shall take all necessary steps to prevent title to the Goods from passing to the owner or landlord of such land or building until payment in full has been made to Ciat;

7.2.5 the Goods shall be maintained in satisfactory condition and be insured on Ciat’s behalf (and at the Customer’s cost) for their full price against all risks to the reasonable satisfaction of Ciat and, upon request, the Customer shall produce the policy of insurance to Ciat.

8. COMMISSIONING

8.1 Ciat obligations on commissioning only includes physical inspection of the product, inspection of external services or connections, supervision of start-up and testing in accordance with the manufacturer’s requirements.

8.2 Agreement to commission the Goods is subject to Customer ensuring that:

(a) the Goods, foundations, footings, scaffolding and lifting tackle are provided to enable commissioning to take place;

(b) the site, the Goods and all other services, equipment and workmanship are ready at the agreed time for commissioning and all preparatory work is completed including any lifting equipment, machinery, scaffolding, plumbing, wiring and the supply of any of the other materials necessary for commissioning;

(c) continuous and suitable access to the site is available at all times necessary to complete commissioning;

(d) the programme of works allows for commissioning to be completed within Normal Working Hours;

(e) all commissioning will not be delayed or interrupted;

(f) the Goods are correctly fitted to the required utilities including but not limited to water and electricity;

(g) suitable lighting heating and power supplies are provided;

(h) a safe and appropriate working environment is provided in accordance with the British Standard Code of Practice for safe working in occupied and unoccupied parts of the site for Ciat employees and agents;

(i) the Goods are subject to a suitable and sustainable duty of load of greater than 40 per cent design duty;

(j) Ciat shall receive the following commissioning checklist at least 15 working days prior to Ciat attending the site for commissioning.

8.3 If any of the above conditions is not met Ciat shall not be entitled (without prejudice to any other right or remedy Ciat may have to:

(a) suspend Ciat obligations to commission the Goods without liability on Ciat’s part and if the conditions are not met to a date not more than 6 months after the date of the Contract;

(b) Ciat’s obligations to commission the Goods and recover from Customer all losses and costs incurred including any claims by any third Party;

(c) charge Customer for all additional costs incurred in performing the Services including but not limited to travel costs, accommodation and additional and/or overtime rates for labour.

8.4 Customer shall not be entitled to raise any issue with regard to delay in commissioning unless they have satisfied the criteria set out within sections 7 and section 9 below.

9. CUSTOMER OBLIGATIONS

9.1 Unless otherwise stated in the Schedules or agreed otherwise in writing the provision of the Services is subject to:

(a) Customer ensuring that:

(i) all reasonable co-operation in all matters relating to the performance of Ciat’s obligations under the Contract;

(ii) Ciat’s and Customer complying with the provisions of the Services and to have in force on matters relevant to the provision of the Services;

(iii) conduct at all times in a proper and reputable manner observing all legal regulations in relation to its business;

(iv) give Ciat and Ciat’s officers and employees all information and clear instructions to Ciat in respect of its requirements in relation to the Services or in connection with the Contract;

(v) payment of Charges promptly when due and if not paid on the due date shall pay any late payment charge at the rate of interest agreed at the time or in accordance with the interest rate prescribed by the provisions of the Services;

(vi) suitable building, foundations, scaffolding and lifting tackle are provided to enable the Services to be performed and all pre-requisites completed by Contractor to enable Ciat to proceed with works;

(vii) all preparatory work is completed including any lifting equipment, machinery, plumbing carpentry wiring or other works and the supply of any other necessary materials not supplied by Ciat;

(viii) compliance with all regulations and for obtaining all permissions necessary to enable to perform the Services including but not limited to those necessary for planning permission or for health and safety reasons;

(ix) the Site, the Equipment (unless supplied by Ciat) and other services including sufficient labour (other than that of Ciat’s representatives) are ready at the time agreed for the performance of the Services;

(x) full continuous and safe access to the Site and the Equipment at all times necessary to enable the Services to be performed;

(xi) the Equipment is correctly fitted to the required utilities of satisfactory standard including water gas and electricity;

(li) the availability of suitable lighting, heating and power supplies necessary to perform the Services and run the Equipment while performing the Services;

(m) the Services can be performed during Normal Working Hours or as otherwise specifically defined in writing within the quotation;

(n) the safety of the Ciat representatives on the Site including but not limited to compliance with the Health and Safety at Work etc. Acts in force at the time and ensuring a safe working environment and safe access to the location and the Equipment;

(o) adequate insurance against fire theft vandalism of the Equipment and the value of any work completed or partially completed and in the event of loss or damage Ciat shall be entitled to invoice immediately for the Services rendered and the equipment delivered. Any insurance proceeds received by Customer relating to any loss or damage to the Equipment or works shall be held in trust for Ciat.

9.2 If the Services include Maintenance and/or Monitoring Services, then in addition to the Customer obligations under paragraphs 9.1 a) to l) above Customer shall:

(a) ensure that the Equipment is in a reasonable operating condition at the start of the Contract;

(b) at all times keep and operate the Equipment in the environmental conditions recommended by the manufacturer of the Equipment;

(c) use the Equipment only in accordance with such instructions and recommendations relating to the care and operation of the Equipment which may be supplied by the manufacturer of the Equipment or as may from time to time be advised by writing in Ciat;

(d) not allow any person other than Ciat representative to adjust, maintain, repair, replace or remove any part of the Equipment;

(e) not move the Equipment from the location without Ciat’s prior written consent; and

(f) provide Ciat with such information concerning the Equipment, its application, use, location and environment as Ciat may require in order to enable Ciat to perform the Services.

9.3 if Ciat fails to fulfil all or any of its Customer obligations as set out above Ciat may (without prejudice to any right or remedy Ciat may have):

(a) suspend its obligations to perform the Services without liability on its part and if the conditions are not met after 5 working days’ notice, cancel its obligations to perform the Services and recover from Customer all losses and costs (including loss of profits and any special, indirect or consequential loss) incurred including any costs of

(i) any Third Party;

(b) charge Customer for additional costs incurred in performing the Services including but not limited to additional travel costs and overtime rates for over time.

9.4 Ciat will fully indemnify Ciat against all costs, damages and losses on an indemnity basis and expenses awarded against or incurred by Ciat in connection with or paid or agreed to be paid by Ciat resulting from Customer’s breach or non-compliance with or non-performance of Customer obligations under this Agreement. this indemnity will be reduced in proportion to the extent that such losses, damages and losses costs and expenses are due to Ciat’s negligence.

10. SERVICES NOT INCLUDED

10.1 Maintenance Services do not apply to any design or other defect in the Equipment, or any defect or malfunction which is due to faulty materials or workmanship in manufacture (unless the Equipment was manufactured by Ciat), or which in Ciat’s opinion has arisen as a result of:

(a) other equipment connected to the Equipment including but not limited to gas, water or electricity supplies;

(b) failure to supply an adequate water supply to the Equipment including, if necessary, removing and cleaning deposits caused by hard water;

(c) any error or omission relating to the operation of the Equipment or operating the Equipment in a manner or at a rate contrary to that of Ciat’s advice;

(d) the subjection of the Equipment to unusual physical or electrical stress, the neglect or misuse of the Equipment or any failure or fluctuations of water supply, electrical power, air conditioning, humidity control or other environmental controls;

(e) any change to the Equipment, its design or operation which is not expressly and specifically described and agreed in writing;

(f) any off-loading and/or unloading unless specifically included and priced;

10.2 The Services do not include:

(a) repair, resetting or replacing parts caused by power failure, prevailing weather conditions or theft;

(b) replacement or repair of non-moving parts including but not limited to ductwork, lagging, pipework, boiler refractory materials, shells and tubes, evaporators, heaters and electrical wiring unless specified in the Schedules or otherwise agreed in writing.

11. WARRANTY AND LIMITATION OF LIABILITY

11.1 Ciat warrants that the Goods detailed under the Quotation shall comply with Ciat’s Warranty Policy. Full details of Ciat’s Warranty Policy are provided upon quotation and if not provided shall be available to Customer upon request. Ciat makes no warranties, conditions, representations, written, oral, express or implied, in fact or in law, including without limitation specific general purpose, title or non-conformity, fitness for a particular purpose or any other right or remedy it has):

(a) repair the goods at Ciat’s or re-supply replacement Goods or replace the Goods;

(b) supply replacement Goods or re-commission the Equipment at no additional charge to Customer (and if so any Goods or components so replaced shall be returned to Ciat and become Ciat’s property); or

(c) pay the full purchase price of any non-conforming Goods (including Goods that are non-

11.2 Ciat shall notify Customer in writing of any defect or damage or loss within three (3) working days after delivery of Goods or of non-conformance of any services or within three (3) working days of performance of such Services. Provided that Ciat has received notice of such defect or non-conformance as required above and, provided that Ciat accepts that such damage or loss is due solely to a breach by Ciat, Ciat may, at its sole discretion provide to Customer one of the following remedies, namely:-

(a) repair the goods at Ciat’s or re-supply replacement Goods or replace the Goods;

(b) supply replacement Goods or re-commission the Equipment at no additional charge to Customer (and if so any Goods or components so replaced shall be returned to Ciat and become Ciat’s property); or

(c) pay the full purchase price of any non-conforming Goods (including Goods that are non-

11.3 Ciat reserves the right to offer any good or service as an alternative remedy in a case where it believes otherwise than the extent permitted by law, hereby expressly

11.4 The Services include Maintenance Services and any part of the Equipment can no longer be maintained in good working order by the provision of replacement spare parts or the whole of the Equipment is damaged beyond economic repair otherwise than through Ciat’s fault (as to whether either of which events has occurred Ciat’s decision shall be final and binding and the cost of consumables shall be charged to Ciat unless the Equipment is returned to Ciat in the original condition and Ciat holds notice in respect of the whole or any part of the Equipment which can no longer be maintained. In this case Ciat shall repay to Ciat a fair proportion of any charges for the Services which have been paid in advance.

11.5 Nothing in these Terms and Conditions shall exclude Ciat’s liability for death or personal injury resulting from Ciat’s negligence or to limit Ciat’s liability for fraudulent misrepresentation.
11.6 Save where the Customer is a Consumer, the provisions of sections 13, 14 and 15 of the Sale of Goods Act 1979 (including any amendment or re-enactment thereof) and those consumer protection rules under the Supply of Goods and Services Act 1982, the Sale and Supply of Goods Act 1994, the Sale and Supply of Goods to Consumer Regulations 2002, the Unfair Terms in Consumer Contracts Regulations 1999 shall not apply to this Agreement and any terms and/or conditions otherwise implied by those Acts to protect consumers shall not be incorporated in this Agreement by virtue of the fact that the parties are dealing as commercial enterprises acting at arm's length. For the avoidance of doubt, in no event, however, shall any Consumer, being an unincorporated body of persons or person and not acting in the course of his/her trade or business shall be affected by this Clause.

11.7 The limitations and exclusions of liabilities set forth in this section 9 will not apply only if and to the extent that a court of a competent jurisdiction requires liability under applicable law beyond and despite these limitations, exclusions and disclaimers.

11.8 Any proposal or other documentation including any drawing, design, measurement or specification provided by way of tender shall not be binding unless such terms are specifically incorporated within a written and contractually binding document to which an authorized signature for Ciat is attached.

11.9 Ciat will not be liable under Clause 11.8 if any material information has been withheld concealed or misrepresented by Customer.

11.10 Ciat will solely and fully and effectively indemnify Ciat against all losses, damages, penalties and costs on an indemnity basis and expenses awarded against or incurred by Ciat in connection with or paid or agreed to be paid by Ciat in settlement of any claim by any third party arising from the supply or use of the Goods which has been sold or assigned by Ciat to any such third party. This indemnity will be reduced in proportion, and subject to the liability limitations set out within section 11 to the extent that such losses, damages, penalties, costs and expenses are due wholly and solely to Ciat’s negligence.

11.11 Customer agrees to indemnify and keep Ciat fully indemnified from and against any loss, claim or liability whatsoever incurred or suffered by Ciat as a result of negligence or any default by the Customer (or its employees, agents or representatives) of its obligations however arising in connection with the provision of Goods and/or Services, together with expense, claim, loss or damage which Ciat or any of its employees, agents, subcontractors and other clients may suffer due to the negligence or breach of the Customer (or its employees, agents or subcontractors).

11.13 Ciat will not be liable for any claim for delay or damages or other claim for losses due to not meeting any timelines for delivery or performance by Ciat unless such liability has been agreed with suitable monetary cap and the agreement has been signed by an authorized signatory for Ciat. Notwithstanding such agreement, Ciat will not have any liability if the delay is attributable, in part or whole, to any of Ciat’s or any third party’s acts or omissions.

11.14 Each party will be excused from performance for any period during which, and to the extent that, it, or its subcontractor(s) is prevented from performing any obligation or service, in whole or in part, as a result of a Force Majeure event. If a Force Majeure event is of a continuous nature, Customer or Ciat may terminate this contract by providing the other party with not less than 10 working days prior written notice. Upon such termination, Customer shall pay to Ciat, taking account of any amounts paid or expenses incurred, a fair proportion of the price of Goods or Services, together with expenses, claim, loss or damage which Ciat or any of its employees, agents, subcontractors and other clients may suffer due to the negligence or breach of the Customer (or its employees, agents or subcontractors) and/or services performed up to the date of expiry of the notice as well as any and all costs and expenses Ciat may incur directly or indirectly relating to the contract.

11.15 SAFETY INFORMATION ABOVE THE GOODS IS PROVIDED AND IT IS CUSTOMER’S RESPONSIBILITY TO ENSURE COMPLIANCE WITH SUCH INFORMATION AND/OR ANY STATUTORY REGULATIONS AND INDUSTRY GOOD PRACTICE. CUSTOMER SHOULD ALSO ENSURE ITS OWN SAFETY INFORMATION AND/OR LABELS WITH REFERENCE TO THE ATTENTION OF THE USER OF THE GOODS. Ciat SHALL NOT BE RESPONSIBLE FOR ANY BREACH BY CUSTOMER OR THE USER OF SUCH SAFETY INFORMATION OR REGULATIONS.

12. EXPORT CONTROLS

12.1 Customer understands and agrees that Ciat is subject to applicable export controls and regulations promulgated from time to time by the United Kingdom, the European Union, the Government of the United States of America and other governments. Customer will not or do not to do anything that would place Ciat or any subsidiary, holding or associated company of Ciat in breach of applicable Export Control Laws, and any breach thereof shall entitle Ciat to terminate this Agreement without any further notice or demand. Ciat may at any time in its sole discretion and without fault of the Customer, be required to terminate this Agreement in the event that Ciat should be so required by Export Control Laws and/or regulations. Ciat will provide reasonable notice to Customer prior to providing it to the party on whose system the data was stored for any notifications and associated costs.

16.5 While performing under this Agreement, if a party learns of any: (i) complaint or allegation indicating a violation of the applicable data privacy laws regarding Personal Information; (ii) request from one or more persons seeking to correct, or delete Personal Information; or (iii) inquiry or complaint from one or more individuals in relation to the processing of Personal Information, the party will exercise reasonable efforts to promptly notify the other party in writing, except to the extent prohibited by law, law enforcement, or a judicial or governmental order with jurisdiction over such party. The parties shall provide reasonable assistance to each other in investigating the matter, identifying the relevant information, preparing a response, implementing a remedy, and/or cooperating in the conduct of and defending against any claim, court or regulatory proceedings.

17. CREDIT CHECKS

In order to provide Customers application Ciat will supply Customer information to credit reference agencies (CRAs) and they will give information about Customers business, such as financial history. Ciat to do this assess creditworthiness and product suitability, check Customer identity, manage Customer account, trace and recover debts and prevent criminal activity. Ciat processes Personal Information under this Agreement, and apart from this Agreement, Ciat serves as a controller and assumes legal obligations as a controller, including for defining the appropriate retention period. Ciat is a controller in a Data Breach Incident (set of circumstances that involve actual or potential breach of the security of personal data, or on suspicion of such breach), Ciat will (if necessary) report to the party on whose system the data was stored for any notifications and associated costs. Unless prohibited by law or a regulator with jurisdiction over a party, the notifying party shall make reasonable efforts to coordinate with the other party to allow input into the notification before it is made.

16.1 If a Bribery Trigger Event occurs, Ciat may serve notice requesting the Customer to negotiate in good faith an amendment to this agreement to alleviate the Bribery Trigger Event. If no such amendment is made to the agreement within 30 days from the date of such notice, Ciat may terminate this agreement by giving the Customer not less than 14 days written notice.

15.2 This contract shall be governed and interpreted according to the Law of England and Wales and Customer agrees to submit to the exclusive jurisdiction of the English Courts.

15.3 Any reference in these Terms to any Statute or Statutory Provision includes a reference to that Statute or Statutory Provision as amended from time to time and any subordinate legislation made thereunder.

15.4 The headings in these Terms are for convenience only and shall not affect their interpretation.

15.5 The waiver by any of Ciat or default of these Terms shall not be construed as a continued waiver of that breach or as a waiver of any subsequent breach of the same or any other provision.

15.6 If any clause or sub-clause of these Terms is held by a competent authority to be invalid or unenforceable the validity of the other clauses and sub-clauses of these Terms shall not be affected and they shall not be binding on the parties.

15.7 This contract is personal to Customer and it may not be assigned without the signed agreement of Ciat. 15.8 Any notices or other communications to be given under this Agreement shall be in writing and may be delivered by hand, by post, by fax, or by e-mail if confirmed by post to the party’s last known address or to the relevant addresses stated in the Contract (or to such other address as the addressee may from time to time have notified the other party in writing). E-mail communications shall be deemed to have been received, if delivered by hand at the time of delivery, if posted within 5 (five) working days of posting if sent by prepaid normal mail, and if sent by fax transmission, at the date of transmission. 15.9 Termination of this contract shall not affect rights and obligations which have already accrued at the time of termination.

16. DATA PRIVACY

Compliance with Law. The products and/or services being provided require the collection of Personal Information (and data exchanged in connection with this Agreement related to any identified or identifiable natural person, or, in case of a contract with applicable law, which is subject to any applicable privacy data laws). The parties will comply with applicable data privacy laws governing Personal Information processed in connection with this Agreement. The parties take all reasonable commercial and legal steps to protect Personal Information.

Rights and Obligations. If the Customer provides the Ciat with Personal Information, the Customer will ensure that it has the legal right to do so. The Customer will notify the individuals whose Personal Information it has provided to Ciat prior to providing it to the Ciat.

16.1 Ciat may share Personal Information with Ciat service providers in accordance with applicable data privacy laws and with appropriate protections.

16.2 Ciat may store Personal Information on servers located and accessible globally by UTC entities and their service providers with appropriate protections in place. UTC shall mean United Technologies Corporation and all its subsidiaries.

16.3 If Ciat processes Personal Information under this Agreement, Ciat will retain the Personal Information for the term of this Agreement and thereafter as required under this Agreement, to protect TCGUs legal, or regulatory, or legal or other rights or requirements. If processes Personal Information for payment or recovery debts and prevent criminal activity. Ciat will retain the Personal Information for an ongoing basis, including settled accounts and any debts not fully repaid on time.

18. RESTRICTIONS ON SENSITIVE COUNTRIES

Customer reserves the right to refuse to carry out any obligation under this Agreement, or to refuse any order placed under this agreement or suspend or terminate any obligation with immediate effect in the event that there would be a potential breach laws, regulations or ethical rules applicable to Ciat including, but not limited to, international trade compliance rules prohibiting sale of goods and services to certain countries, certain individuals or legal entities that are subject to international economic, financial or other sanctions.

19. BREXIT

19.1 If a Brexit Trigger Event occurs, Ciat may serve notice requesting the Customer to negotiate in good faith an amendment to this agreement to alleviate the Brexit Trigger Event. If no such amendment is made to this agreement within 30 days from the date of such notice, Ciat may terminate this agreement by giving the Customer not less than 14 days written notice.

19.2 Brexit Trigger Event means any of the following events occurring at any time after the UK ceases to be a Member State of the European Union:

(a) Changes in law; 
(b) substantial adverse impact or restrictions on Ciat's ability to perform the agreement in accordance with its terms; 
(c) Increases in costs, fluctuating exchange rates, tariffs or other duties tax or levy imposed on exports or imports, changes to pricing of products or services incurred by Ciat in performing the Agreement since the price of the product or service was agreed; 
(d) Changes or new requirements for licenses or consents; 
(e) Delays in export or import of products or services due to border delays, controls, processes or restrictions; 
(f) Any other changes to the business or economic environment in which Ciat operates that may be unforeseen at the date of this Agreement.

19.3 Overlap with other rights and obligations. Save as expressly provided in this clause 19, a Brexit Trigger Event shall not affect any other rights and obligations under this Agreement (or give any party a right to terminate or alter this contract, or available any of its rights or discharge or excuse performance under it. If there is an inconsistency between the provisions of this clause and any other provision of this agreement, the provisions of this clause shall prevail.

ACCEPTED AND AGREED BY CUSTOMER:

Customer Name: 
Signature:

By: 
Title:

Print name: 
Date: