



## TERMS & CONDITIONS

The Customer's attention is particularly drawn to the provisions of clause 11 ( Limitation of Liability and Indemnity).

### 1. APPLICATION AND ENTIRE AGREEMENT

- 1.1. These Terms and Conditions apply to the provision of the Goods and Services detailed in our Quotation by the Supplier to the Customer.
- 1.2. The Order constitutes an offer by the Customer to purchase Goods or Services or Goods and Services in accordance with these Conditions and the Quotation.
- 1.3. The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order, at which point and on which date the Contract shall come into existence.
- 1.4. These Terms and Conditions and our Quotation together constitute the entire agreement between us ("**the Contract**").
- 1.5. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 1.6. The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.
- 1.7. Any Quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

### 2. INTERPRETATION

The following definitions and rules of interpretation in this clause apply in this agreement.

#### 2.1. Definitions:

- "**Business Day**" means a day other than a Saturday, Sunday or Bank Holiday in Northern Ireland
- "**Costs**" means the costs for the Goods and/or Services set out in the Quotation on a time and materials basis
- "**Customer**" means the party that has accepted our Quotation for provision of the Goods and Services
- "**Delivery**" means completion of delivery of Goods and Services
- "**Equipment**" means and includes all transformers, switchgear and any other electrical goods manufactured by a third party and supplied by the Supplier
- "**Goods**" means the Goods set out in the Quotation including High Value Goods
- "**High Value Goods**" means any Goods set out in the Quotation with a value of £5,000 or higher
- "**Order**" means the official purchase order made by the Customer for the Goods and/Services set out in the Quotation
- "**Services**" means the services as set out in the Quotation
- "**Specification**" means the specification for the Goods and/or Services as set out in the Quotation

“**Supplier**” means BME Electrical (NI) Ltd

“**Quotation**” means the specification of Goods and/or Services to be provided to the Customer in accordance with these Terms and Conditions

“**Term**” means the term of the agreement, as determined in accordance with the Quotation and Order

“**VAT**” means value added tax chargeable in the UK

2.2. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.

2.3. Words imparting the singular number shall include the plural and vice-versa.

2.4. The term “in writing” shall include delivery to the recipient by email.

### **3. SERVICES**

3.1. We warrant that we will use reasonable care and skill in our performance of the Services which will comply with the Quotation, including any Specification in all material respects. We can make any changes to the Services which are necessary to comply with any applicable law or safety requirement and we will notify you if this is necessary.

3.2. We will use our reasonable endeavours to complete the performance of the Services within the time agreed or as set out in the Quotation; however, time shall not be of the essence in the performance of our obligations.

3.3. These Terms and Conditions apply to the supply of any Goods as well as Services unless we specify otherwise.

### **4. YOUR OBLIGATIONS**

4.1. You must obtain, and where necessary procure, any permissions, consents, licences or otherwise that we need and must give us access to any and all relevant information, materials, properties and any other matters which we need to provide the Goods and/or Services.

4.2. We are not liable for any delay or failure to provide the Services or deliver the Goods if this is caused by your failure to comply with clause 4.1.

### **5. COSTS**

5.1. The Costs for the Goods and/or Services are set out in the Quotation on a time and materials basis.

5.2. In addition to the Costs we shall be entitled to be reimbursed by you for:

- a) reasonable incidental expenses incurred by us in the provision of the Services;
- b) the cost of goods and services provided by third parties and required by us for the supply of Goods and delivery of the Services; and
- c) the costs of any materials required for the provision of the Services.

5.3. You must pay us for any additional services provided by us that are not specified in the Quotation in accordance with our then current, applicable rate in effect at the time of performance or such other rate as may be agreed between us. The provisions of clause 13 also apply to these additional services.

5.4. The Costs are exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

### **6. CANCELLATION AND AMENDMENT**

6.1. We can withdraw, cancel or amend a Quotation if it has not been accepted by you, or if the Services have not started, within a period of 30 days from the date of the Quotation (unless the quotation has been withdrawn).

6.2. Either we or you can cancel an Order for any reason prior to your acceptance (or rejection) of the Quotation.

- 6.3. If you want to amend any details of the Services including any Specification, you must tell us in writing as soon as possible. We will use reasonable endeavours to make any required changes and additional costs will be included in the Costs and invoiced to you.
- 6.4. If, due to circumstances beyond our control we have to make any change in the Services or how they are provided, we will notify you in writing as soon as reasonably practical.

## **7. PAYMENT TERMS FOR GOODS AND SERVICES**

- 7.1. We will invoice you for payment of the Goods and Services either:
- a) In full when we have completed the Services; or
  - b) on an interim monthly basis, whichever is the earlier.
- 7.2. Payment of the invoices must be made in full within 30 days of the date of invoice or as otherwise agreed between us in writing, time being of the essence
- 7.3. Payment for any High Value Goods included within the Quotation for carrying out of the Services must be paid in accordance with the following terms, time being of the essence:
- 7.3.1. 25% of the total payment due for the High Value Goods must be made upon approval of the drawings; and
  - 7.3.2. 50% of the total payment due for the High Value Goods must be made upon confirmation of readiness for dispatch; and
  - 7.3.3. 25% of the total payment due for the High Value Goods must be made upon the completion of the installation of the High Value Goods.
- 7.4. Any High Value Goods supplied will not be subject to any customer retention.
- 7.5. Title to the Goods will remain the property of the Supplier until full payment is received for such Goods.
- 7.6. Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out above, we will charge you interest at the rate of 3% per annum above the base lending rate of the Bank of England from time to time on the amount outstanding until payment is received in full.
- 7.7. All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither of us can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.
- 7.8. If you do not pay within the period set out above, we can suspend any further provision of the Goods and/or Services and cancel any future Goods and Services which have been ordered by, otherwise arranged with, you.
- 7.9. All payments must be made via bank transfer to the following account unless otherwise agreed in writing between us:  
BME Electrical (NI) Ltd, Ulster Bank Account No 10916973, Sort Code 98-02-90.

## **8. MANUFACTURER WARRANTY ON EQUIPMENT**

- 8.1. The Supplier will provide a 12-month manufacturer warranty on all Goods and equipment supplied, provided that:
- 8.1.1. all equipment and all cables connected to the equipment have been installed by BME Electrical (NI) Ltd employees or sub-contractors;
  - 8.1.2. all equipment has been fully commissioned by the Supplier's employees or sub-contractors;
  - 8.1.3. no modifications to the equipment have been carried out by the Supplier, you or any third party;
  - 8.1.4. no damage has been caused to the equipment by a third party; and
  - 8.1.5. the equipment has not been subject to overloading.
- 8.2. Any additional extended warranty periods can be provided at an additional cost, subject to agreement with the Supplier.

## **9. SUB-CONTRACTING AND ASSIGNMENT**

- 9.1. We can at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under these Terms and Conditions and can subcontract or delegate in any manner any or all of the obligations to any third party.
- 9.2. You must not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under these Terms and Conditions.

## **10. TERMINATION**

- 10.1. We can terminate the provision of the Goods or Services immediately if you:
  - 10.1.1. commit a material breach of the obligations under these Terms and Conditions; or
  - 10.1.2. fail to make pay any amount due under the Contract on the due date for payment; or
  - 10.1.3. are or become or, in our reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or
  - 10.1.4. enter into a voluntary arrangement under Part II of the Insolvency (Northern Ireland) Order 1989 or any other scheme or arrangement is made with its creditors; or
  - 10.1.5. convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of you, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 15 of Schedule B1 of the Insolvency (Northern Ireland) Order 1989), a resolution is passed or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency.

## **11. LIMITATION OF LIABILITY AND INDEMNITY**

- 11.1. Our liability under these Terms and Conditions, in breach of statutory duty and in tort or misrepresentation or otherwise, shall be limited as set out in this section.
- 11.2. The total amount of our liability is limited to the total amount of Costs payable by you under the Contract.
- 11.3. We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under these Terms and Conditions or the Quotation for:
  - a) any indirect, special or consequential loss, damage, costs or expenses; or
  - b) any loss of profits, loss of anticipated profits, loss of business, loss of data, loss of reputation or goodwill, business interruption or other third-party claims; or
  - c) any failure to perform any of our obligations if such delay or failure is due to a third party or any cause beyond our reasonable control; or
  - d) any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or
  - e) any losses arising directly or indirectly from the choice of Services and how they will meet your requirements or your use of the Services or any Goods supplied in connection with the Services.
- 11.4. You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your agents or employees.
- 11.5. Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

## **12. DATA PROTECTION**

- 12.1. When supplying the Services to the Customer, the Service Provider may gain access to and/or acquire the ability to transfer, store or process personal data of employees of the Customer.
- 12.2. The parties agree that where such processing of personal data takes place, the Customer shall be the 'data controller' and the 'Service Provider' shall be the 'data processor' as defined in the General Data Protection Regulation (GDPR) as may be amended, extended and/or re-enacted from time to time.
- 12.3. For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in the GDPR.
- 12.4. The Service Provider shall only process Personal Data to the extent reasonably required to enable it to supply the Services and shall not retain any Personal Data longer than necessary or disclose Personal Data to any third parties.

## **13. CIRCUMSTANCES BEYOND A PARTY'S CONTROL**

- 13.1. Save in respect of payment of any sums due and payable to the Supplier by you, neither of us shall be liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: industrial action, civil unrest, acts of government, sanctions, war, terrorism, earthquakes, storms, epidemics, pandemics or any other event that is beyond the control of the party in question.
- 13.2. If the delay continues for a period of 90 days, either of us may terminate or cancel the Services to be carried out under these Terms and Conditions.

## **14. COMMUNICATIONS**

- 14.1. All notices under these Terms and Conditions must be in writing which may include email.
- 14.2. Notices shall be deemed to have been duly given when sent by email and a successful transmission report or return receipt is generated.
- 14.3. All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

## **15. NO WAIVER**

- 15.1. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that or any other right or remedy, nor stop further exercise of any other right or remedy.

## **16. SEVERANCE**

- 16.1. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions will be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

## **17. LAW AND JURISDICTION**

- 17.1. This Agreement shall be governed by and interpreted according to the law of Northern Ireland and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of Northern Ireland.