

Quotation

FläktGroup

Sales person
Steve Dunleavy

Handler
Doug Hill

No. Q121138699A06
Date 23/11/2021

Larewood Complete Building Services...
Bury Business Centre
Kay Street
BL9 6BU Bury

Contact Tim Clare
Phone +44 (0)161 7643071

Project Pretty Little Things, Pollard St - AHUs & FANs

Payment terms 30 Days
Currency GBP
Delivery terms Delivery included
Valid until 23/12/2021

We thank you for your recent enquiry concerning the above project and have pleasure in submitting our revised quotation for your consideration together with our comments and technical selections.

Our offer is subject to our Terms and Conditions of Sale as detailed within this offer.

As standard we offer the units with controls to optimise performance, if the units are ordered without controls the units are bare with no form of electrical wiring, wire ways, terminal blocks or isolators. Any modifications carried out on the unit for electrical connection purposes would be at your risk and may invalidate any warranty.

Please refer to the quotation number in any future correspondence and check our offer meets your requirements.

Please send all orders to Orders.FGUK@FlaktGroup.com along with full and final details required to enable us to proceed with manufacture and designs.

Prices in schedule are total values for quantities indicated.
Please read notes and general conditions.

If we can be of any further assistance, please do not hesitate to contact our local Sales Representative on the contact details at the bottom of this page.

Kind regards,

Steve Dunleavy
Area Sales Manager (North West)
Flakt Group UK
Mobile: 07721 862 607
Email: steve.dunleavy@flaktgroup.com <<mailto:steve.dunleavy@flaktgroup.com>>

Unit 6240 Bishops Court
Birmingham

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Mobile: 07721862607

United Kingdom



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Product Sales: Appliedsystems.uk@flaktgroup.com <mailto:Appliedsystems.uk@flaktgroup.com>

Registered Office: Dolphin House, Moreton Business Park, Moreton-on-Lugg, Hereford. HR4 8DS. UK

Registered in England No. 09859894 | VAT ID No. GB 228 0784 01

For more information visit www.flaktgroup.com <<https://eur01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.flaktgroup.com%2Fen-gb&data=04%7C01%7Csteve.dunleavy%40flaktgroup.com%7C588b720dfadc4b77610e08d8e8c24c82%7C6dbdd86f34284e4098da7532bdd09bae%7C0%7C0%7C637515268489396324%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IjEhaWwiLCJXVCi6Mn0%3D%7C1000&sdata=7oWDj%2BOG7YZ1fQOG9g9lQBsq2ClcqbVZmnVJwlKUs%2F0%3D&reserved=0>>

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Comment



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Project/Quotation Notes

Please Note: Should Covid testing be required for site visits then additional charges may be incurred.

The units offered are from our vQ Stream Series of which a technical description can be advised if required.

As requested, we have offered units with and without controls.

Controls Commissioning

Where applicable, AHU controls can be commissioned by our service team if required. Please contact to siteservices.uk@flaktgroup.com to check available dates for commissioning.

AHU selections have been based on VALUE ENGINEERING by FlaktGroup of the following document issued by DBD Ltd on 17/08/90; - "Section 3 - Mechanical Specification - PLT MECH SPEC 17-0-20"

Inclusions:

- # Units have been offered **with** controls
- # Advanced HMI
- # BMS (Modbus)
- # Energy saving, low vibration and silent fans with IE4 class EC motors
- # Air Dampers
- # Roof
- # 1 set of G4 and F7 supply filter and M5 exhaust filter supplied with AHUs.
- # Thermal Wheels with purge section
- # DX Heat Pump Coil
- # Electric Frost coil
- # Eurovent Certification according to EN 1886: T2, TB3, L1, D1, F9

Points of Note To vQ Stream on your project:

Units are provided in sections as highlighted on our data sheets. In addition to the section s ancillaries ie: duct sensors, room controllers, etc shall be provided loose and boxed. These are required to be fitted on site by the installer prior to any commissioning of the unit and additional visits may be charged if not installed prior to our commissioning visit.

All unit ends are clean face suitable for acceptance of ductwork flange.

Visual pressure gauges have not been provided to the units due to its compact nature. However, this function is a part of the control panel display. On most void mounted units generally these would be inaccessible/unreadable on typical installations.

All filters are suitable for on conditions of -15 °C.

Due to the modern technology, high efficiency fans being included anti vibration mounts and flexible connections are not normally required. Please advise if you wish to add flexible connections.

Units provided as suitable for external mounting have the roofs provided as a section for onsite fit by others.

Units are provided in section as noted on data sheet.

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To avoid issues associated with condensate pump failures these units are not provided with them as an integrated item. Drain connections should be trapped and primed accordingly or we can provide as a loose pump upon request.

Where Trend controls have been requested. We presume the interface between our open protocol (Modbus) is provided by the BMS controls specialist.

Where applicable, controls wiring penetrations are from below on side by side units in a 150mm control section mounted to the side casing. Internal staked units have Controls box mounted on top.

Handings are required for units to be put into manufactureExclusions:

Condenser

Drain trap & pumps

Module assembly on site

General Conditions

1] Our terms and conditions of sale apply. Acceptance of our offer implies acceptance of our terms and conditions of sale and any statements contained within this offer.

2] Price stated is for goods standard packed, delivered to a named point U.K. mainland only, based on using our nominated carriers 13.5m articulated vehicle(s) and is exclusive of V.A.T.

3] Should specific out of hours, weekend or other types of vehicles be required, additional charges may be incurred

4] In accordance with the Road Haulage Association recommendations we allow for a maximum of two (2) hours per vehicle for offloading. We reserve the right the right to charge for any additional demurrage.

5] Quotation is valid for acceptance for thirty (30) days from date of issue.

6] Offloading, movement, installation, commissioning, controls, testing, any pipework or electrical work is excluded unless agreed or stated elsewhere within this quotation.

7] Where we have supplied AHUs with integral controls, commissioning is excluded. If commissioning is required, please allow £680.00 per AHU on weekdays.

Other contract rates are;

* Saturday - £900.00

* Sunday / Bank Holidays - £1,135.00

8] Onsite Controls Commissioning (per unit).

It is anticipated that it will take 1 day to complete the commissioning, during standard working hours. Please provide 20 working days notice for booking an engineer. The following must be completed onsite prior to our attendance.

a) Electrical power supplies should be connected, tested and verified live for each component that requires a power supply.

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- b) Any loose control accessories fitted and wired.
- c) Internal wiring re-routed through the AHU after assembly.
- d) BMS interfaces/networking completed
- e) Controls panels installed and wired (if they are supplied loose)
- f) Duct work /dampers/diffusers installed fully open ready for use.
- g) Any CW/LPHW coil pipe work completed and commissioned.

Additional days are charged at £680.00 per weekday if the anticipated commissioning duration needs to be extended due to third party onsite interruptions. This is also the daily rate should re-commissioning be required for any other reason.

9] Please note that AHUs supplied with specialist components such as thermal wheels, coolers, recoolers, evaporative humidifiers etc, may need to be commissioned by FläktGroup. We can offer this service if required. Please contact us for more details.

10] Please note that large thermal wheels where shown as 'sectional' or 'split casing' in our selection data these will be supplied in sections for assembly on site, by others.

11] The delivery period stated is based on a realistic assessment at the time of this quotation. Therefore, please check for an up to date delivery situation at time of order placement. The delivery period starts from the receipt of all technical and commercial information to allow us to proceed.

12] If approval of drawings is required, the delivery period will commence upon receipt of written approval.

13] Terms of payment are thirty (30) days from date of invoice, unless otherwise agreed in writing between both parties

14] This quotation is for a supply only contract and exclude the following:

- a) Contractors discounts
- b) Retentions
- c) Performance bonds
- d) Collateral warranty
- e) Parent company guarantee and or liquidated / ascertained or other associated damages

15] Our standard warranty, unless agreed in writing by both parties, is twelve (12) months from the date of availability for despatch of the goods. Routine maintenance is to be carried out, during this period in accordance with our Operating and Maintenance procedures, by others.

16] This quotation is based on the following:

- a) External static resistance advised by yourselves (Deemed allowances in line with good ductwork practice have been made)
- b) Dynamic losses have been calculated based on the assumption in point 16a)
- c) Fan selection does not include for shock losses, due to the sudden change in direction, or duct shape at fan discharge.
- d) Fan impellers are statically and dynamically balanced before fitting in the air-handling unit.
- e) All fans are provided with purpose made isolation mounts for the reduction of sound and vibration transmission (See technical data sheet for type of isolation mount)

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17] Sound data provided is based on the AMCA method of measurement and FläktGroup test results

18] All dampers are suitable for motorization by others (Except where indicated elsewhere in our quotation)

19] Documentation to be supplied is the Installation, Operating and Maintenance manual(s). If any other documentation is required, additional cost may be incurred.

Please find below our Force Majeure Clause from our T&Cs plus an additional specific Corona Clause 19.3

19. FORCE MAJEURE

19.1] For so long as such circumstances prevail, neither Party shall be liable for any failure, suspension, or delay in the performance of its obligations under the Agreement to the extent that such failure or delay is caused by a Force Majeure Event.

19.2] If a Force Majeure Event continues for a period of more than 60 days, then the Supplier may terminate the Agreement by giving 30 days written notice to that effect.

19.3] All delivery dates are mere non-binding estimates and subject to the express condition that there are no specific impediments due to or associated with the Corona Pandemic after contract conclusion. At the present time it is not possible to predict the implications of the Corona Pandemic on the supply chain and FläktGroup bears no responsibility for not meeting estimated delivery dates.

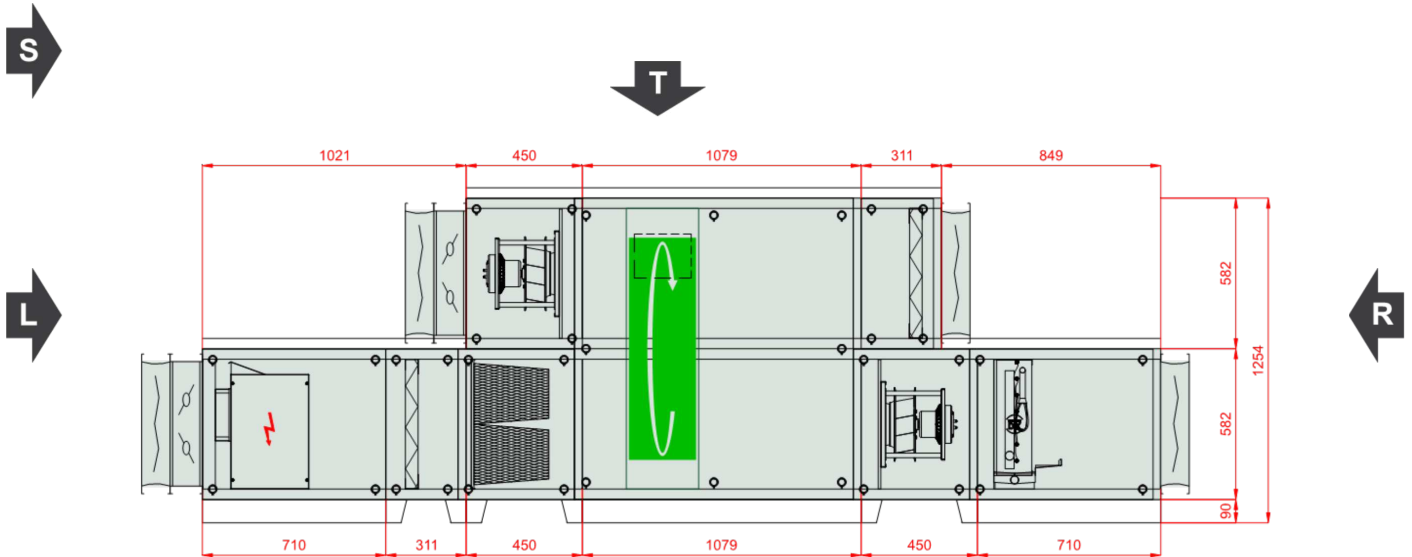
Technical data for item 2

Offer number 159E/LIVE.EUR/EB/2021-21

Project name Pretty Little Things, Pollard
St /1FG.0001.002.030/

Type	RecoveryRotaryVerticalCompact	Supply airflow 2	1.00 m³/s
Application	Outdoor	External pressure	250 Pa
Project Tag	AHU 01 (with controls)	Exhaust airflow 2	1.00 m³/s
Size	vQS040c	External pressure	150 Pa
Set	vQS040c-R-HFFRVC/vQS040c-L-FRV	SFP Winter (EN 13779)	1.70 kW/m³/s
Insulation thickness	40 mm	SFP Summer (EN 13779)	1.73 kW/m³/s
Insulation	Mineral Wool	Eurovent Energy efficiency class	A+ 2016
Weight of the set (+/- 10%)*	599 Kg		

Inspection Panels

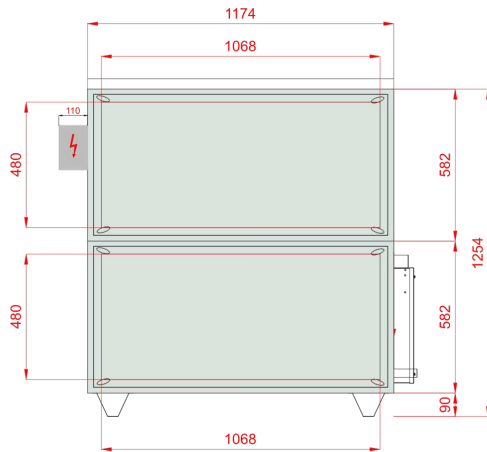


Comment 1:

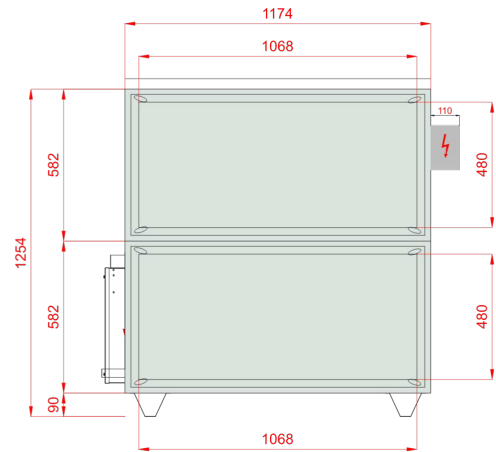
Technical data for item 2

Offer number 159E/LIVE.EUR/EB/2021-21

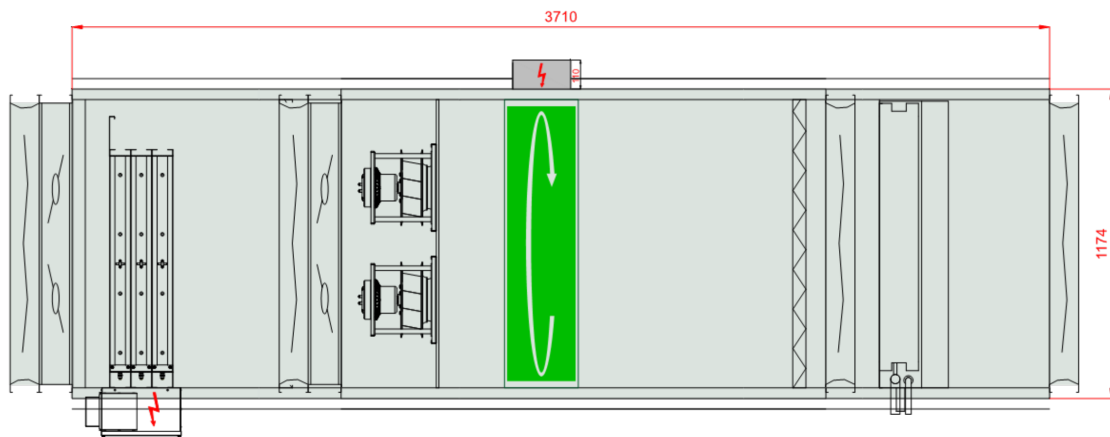
Front View (left)



Front View (right)



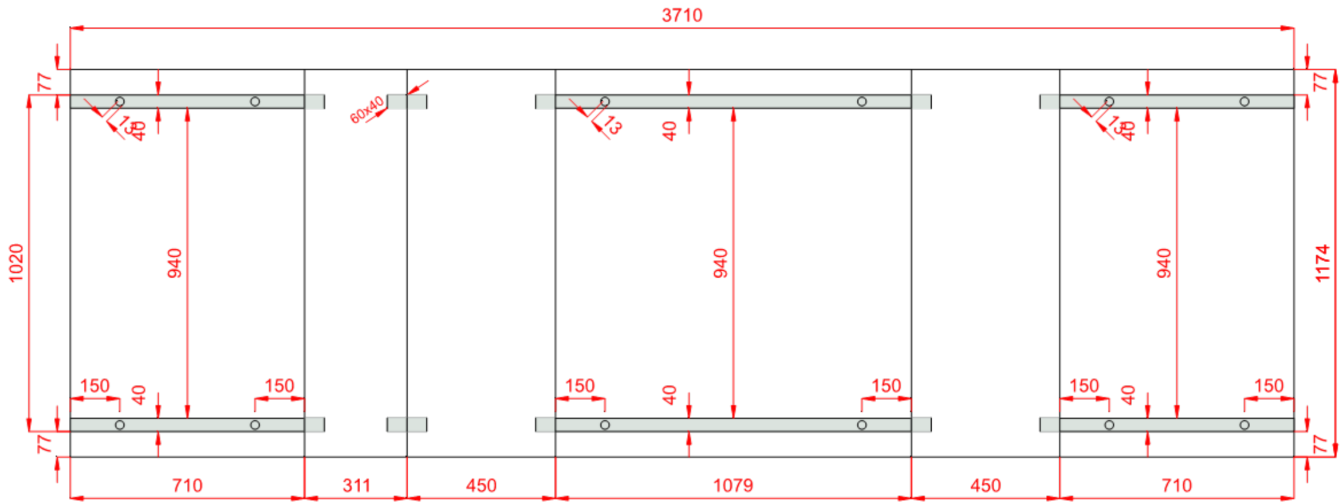
Top View



Technical data for item 2

Offer number 159E/LIVE.EUR/EB/2021-21

Frame Top View, within the AHU outline contour



Sizes [mm]

Air intake Supply FF	1068x480	Lt 3710	Hi 502	Wi 1094
Air outlet Supply FF	1068x480	LtA 4055	H 672	W 1174
		L1 3710	H2 1254	
Air inlet Exhaust FF	1068x480	L2 1840	Hf 90	
Air outlet Exhaust FF	1068x480	L21 1021		
		L22 849		

Unit design

Casing made of 40mm mineral wool (80kg/m³) 'sandwich' type panels with external surface secured by Aluzinc coating, internal with Zinc with this polymer film,

Mechanical strength of casing - D1M - EN 1886: 2007). Casing tightness: (MB) L1 - EN 1886:2010

Casing heat transfer coefficient - T2 - EN 1886: 2007)

Thermal bridges - TB3 - EN 1886: 2007)

Mains 3~400V AC

Temperature Conditions

Reference atmospheric pressure 101325 Pa

Winter outdoor reference temperature -4.0 °C

	External air			Return air		
	DBT	RH	DA	DBT	RH	DA
Summer	29.0 °C	72 %	1.2000 kg/m ³	23.0 °C	50 %	1.2000 kg/m ³
Winter	-4.0 °C	100 %	1.2000 kg/m ³	21.0 °C	50 %	1.2000 kg/m ³

Technical data for item 2

Offer number 159E/LIVE.EUR/EB/2021-21

Supply

+ Electric heater in casing

Type vQS040c-6,00kW-400/3/50-RES

Version N4_400_3_50_FullControls_RES_NO

Rated Electric Power 24.00 kW

Winter operation

Intake air DBT / RH -4.0 °C / 100 %
 Discharge air DBT / RH 5.0 °C / 50 %
 Air velocity 3.45 m/s
 Pressure drop Wet / Dry Wet 47 Pa
 Air Volume Flow 1.00 m³/s
 Heating capacity 10.9 kW

Summer operation

Intake air DBT / RH 29.0 °C / 72 %
 Discharge air DBT / RH 29.0 °C / 72 %
 Air velocity 3.45 m/s
 Pressure drop Wet / Dry Wet 47 Pa
 Air Volume Flow 1.00 m³/s
 Heating capacity 0.0 kW

Panel Filter

Type M5/50.EU5MPleat.Int.Sld

ePM10 40% - ISO 16890 - EFF CLASS Flat Mini-Pleat Filter[26.0]
 E

Filter Energy Performance Class E

Winter operation

Mean pressure drop 126 Pa
 Initial pressure drop 53 Pa
 Final pressure drop 200 Pa
 Air velocity 1.85 m/s

Summer operation

Mean pressure drop 126 Pa
 Initial pressure drop 53 Pa
 Final pressure drop 200 Pa
 Air velocity 1.85 m/s

Resp_Filter_Sizes

P.FLT (1-2-0301-0203) 2 x Resp_Filter_Sizes_Pcs

Short Bag Filter

Type F7/300.Bag.Int.Sld

ePM2,5 65% (ISO16890) - EFF CLASS Bag[8.0]/300
 E

Filter Energy Performance Class E

Winter operation

Mean pressure drop 145 Pa
 Initial pressure drop 89 Pa
 Final pressure drop 200 Pa
 Air velocity 1.85 m/s

Summer operation

Mean pressure drop 145 Pa
 Initial pressure drop 89 Pa
 Final pressure drop 200 Pa
 Air velocity 1.85 m/s

Resp_Filter_Sizes

P,FLT F7 490x490x300 (1-2-0304-1004) 2 x Resp_Filter_Sizes_Pcs



Technical data for item 2

Offer number 159E/LIVE.EUR/EB/2021-21



Rotary Wheel

Type RRG vQS040c NHG

R2_SR_NHG

Rated voltage 230 V/1 ph/50 Hz

Winter operation

Supply

Intake air DBT / RH	5.0 °C / 50 %
Discharge air DBT / RH	17.7 °C / 26 %
Air velocity	2.77 m/s
Pressure drop Wet / Dry Wet / Dry	163 Pa / 173 Pa
Air Pressure	101325 Pa
Air Density	1.2000 kg/m³
Air Volume Flow	1.00 m³/s
Recovery capacity Sensible / Total	15.4 kW / 17.2 kW
Sensible / Total	
Actual efficiency / at balanced flow Real /	80 % / 80 %
BalancedFlow	

Winter operation

Exhaust

Intake air DBT / RH	21.0 °C / 50 %
Discharge air DBT / RH	9.4 °C / 95 %
Air velocity	2.77 m/s
Pressure drop Wet / Dry Wet / Dry	172 Pa / 173 Pa
Air Pressure	101325 Pa
Air Density	1.2000 kg/m³
Air Volume Flow	1.00 m³/s
Recovery Bypass	No
Rotary Regenerator	
Max Internal Leakage 3%	

Summer operation

Supply

Intake air DBT / RH	29.0 °C / 72 %
Discharge air DBT / RH	24.2 °C / 95 %
Air velocity	2.77 m/s
Pressure drop Wet / Dry Wet / Dry	177 Pa / 173 Pa
Air Pressure	101325 Pa
Air Density	1.2000 kg/m³
Air Volume Flow	1.00 m³/s
Recovery capacity Sensible / Total	5.9 kW / 6.3 kW
Sensible / Total	
Actual efficiency / at balanced flow Real	81 %

Summer operation

Exhaust

Intake air DBT / RH	23.0 °C / 50 %
Discharge air DBT / RH	27.7 °C / 39 %
Air velocity	2.77 m/s
Pressure drop Wet / Dry Wet / Dry	174 Pa / 173 Pa
Air Pressure	101325 Pa
Air Density	1.2000 kg/m³
Air Volume Flow	1.00 m³/s



Plug-Fan Set

Fan Section PLUG_DD_250_0,70_1.58

EC_IE4_F_IMB14_71_1.58p_T 771.3.570 250|0.7kW|1.58x2

Fan System Main Fan Qty in section x 2

Fan Set Assembly Type FLX1 (Gasket)

Fan Set Designed for wet operating conditions

The Fan System Effects Taken Into Account In The Fan Performances

Fan PLUG_VS_250_AF_Px 2



Technical data for item 2

Offer number 159E/LIVE.EUR/EB/2021-21

Total Static Pressure	777 Pa
Dynamic pressure	47 Pa
External pressure	250 Pa
Total Pressure	824 Pa
Winter operation	
Air Volume Flow	1.00 m³/s

Impeller efficiency: Static / Total	71 %/76 %
Shaft power	0.54 kW x 2
Working revolutions	3410 1/min
Fans Connection Standard	FLX1 (Gasket)
Summer operation	
Air Volume Flow	1.00 m³/s

Motor EC_IE4_F_71_IMB14_1.58p_0.7_50x 2 EC_IE4_F_IMB14_71_1.58p_T

Motor enclosure	IMB14
IEC Size	71
Operational Voltage	230 V/1 ph
Fan Motor Rated Voltage	230 V/1 ph/50 Hz

Rated Current	3.8 A x 2
Rated revolutions	4000 1/min
Rated Power	0.70 kW x 2
Motor Version	Standard

EC Motor Controller

EC Controller	Yes
EC Controller Qty in section	2
EC Controller Settings	43 Hz
EC Controller in selection	Included
EC Controller Optional Nema KIT	No

Connecting Point	CP Excluded
EC Controller Voltage Supply	230/1/50 V/ph/Hz
EC Controller Rated Power	0.75 kW x 2

Winter operation

EPC for mean contaminated filters	1.26 kW
EPC for clean filters	1.06 kW
SFP for clean filters	1.06 kW/m³/s
Air Pressure	101325 Pa
Air Density	1.2000 kg/m³

Summer operation

EPC for mean contaminated filters	1.28 kW
EPC for clean filters	1.08 kW
SFP for clean filters	1.08 kW/m³/s
Air Pressure	101325 Pa
Air Density	1.2000 kg/m³

Technical data for item 2

Offer number 159E/LIVE.EUR/EB/2021-21

Dual Temperature DX Coil

Type	Number of rows	Sections	Connection
DXH VVS040c 2R-1 TD SH.Cu.St.Std	2	1	Supply/Return: Ø22/Ø35
	1,81 [dm ³]		DX VVS040c 2R-1 SH.Cu.St.Std 516
Medium	R410A	Maximum working pressure	38 bar
		Maximum working temperature	42.0 °C
Winter operation		Summer operation	
Intake air DBT / RH	17.7 °C / 26 %	Intake air DBT / RH	24.2 °C / 95 %
Discharge air DBT / RH	17.7 °C / 26 %	Discharge air DBT / RH	22.0 °C / 98 %
Air velocity	2.48 m/s	Air velocity	2.48 m/s
Pressure drop Wet / Dry Wet	46 Pa	Pressure drop Wet / Dry Wet / Dry	46 Pa / 15 Pa
Air Pressure	101325 Pa	Air Pressure	101325 Pa
Air Density	1.2000 kg/m ³	Air Density	1.2000 kg/m ³
Air Volume Flow	1.00 m ³ /s	Air Volume Flow	1.00 m ³ /s
Cooling capacity: Sensible / Total	0.0 kW/0.0 kW	Cooling capacity: Sensible / Total	2.7 kW/8.3 kW
Evaporation temperature	7.0 °C	Evaporation temperature	7.0 °C
Medium flow rate	0.00 m ³ /h	Medium flow rate	0.14 m ³ /h
Medium pressure drop	0.00 kPa	Medium pressure drop	3.02 kPa

Heating mode

	1,81 [dm ³]		DX VVS040c 2R-1 SH.Cu.St.Std 516
Medium	R410A	Maximum working pressure	38 bar
		Maximum working temperature	42.0 °C
Winter operation		Summer operation	
Intake air DBT / RH	17.7 °C / 26 %	Intake air DBT / RH	24.2 °C / 95 %
Discharge air DBT / RH	22.0 °C / 20 %	Discharge air DBT / RH	24.2 °C / 95 %
Air velocity	2.44 m/s	Air velocity	2.44 m/s
Pressure drop Wet / Dry Wet	34 Pa	Pressure drop Wet / Dry Wet	34 Pa
Air Pressure	101325 Pa	Air Pressure	101325 Pa
Air Density	1.2000 kg/m ³	Air Density	1.2000 kg/m ³
Air Volume Flow	1.00 m ³ /s	Air Volume Flow	1.00 m ³ /s
Heating capacity	5.2 kW	Heating capacity	0.0 kW
Condensation temperature	45.0 °C	Condensation temperature	45.0 °C
Medium flow rate	0.13 m ³ /h	Medium flow rate	0.00 m ³ /h
Medium pressure drop	-0.67 kPa	Medium pressure drop	0.00 kPa

Acoustic data

Acoustic power level [dB(A)]	Frequency	125 [Hz]	250 [Hz]	500 [Hz]	1000 [Hz]	2000 [Hz]	4000 [Hz]	8000 [Hz]	Lw [dB(A)]
Inlet	[dB(A)]	46.1	58.5	63.6	62.1	58.6	49.6	43.1	67.4
Outlet	[dB(A)]	50.6	63.9	69.9	69.3	65.8	56.8	51.2	74.0
Environment	[dB(A)]	37.4	48.7	46.7	41.0	33.3	25.8	12.2	51.5



Technical data for item 2

Offer number 159E/LIVE.EUR/EB/2021-21

Acoustic pressure level at 1 meter distance [dB(A)]	Frequency	125 [Hz]	250 [Hz]	500 [Hz]	1000 [Hz]	2000 [Hz]	4000 [Hz]	8000 [Hz]	Lp [dB(A)]
	[dB(A)]	26.4	37.7	35.7	30.0	22.3	14.8	2.0	40.5

Exhaust airflow 3

Panel Filter

Type M5/50.EU5MPleat.Int.Sld

ePM10 40% - ISO 16890 - EFF CLASS Flat Mini-Pleat Filter[26.0]

E

Filter Energy Performance Class E

Winter operation

Mean pressure drop 126 Pa
Initial pressure drop 53 Pa
Final pressure drop 200 Pa
Air velocity 1.85 m/s

Summer operation

Mean pressure drop 126 Pa
Initial pressure drop 53 Pa
Final pressure drop 200 Pa
Air velocity 1.85 m/s

Resp_Filter_Sizes

P.FLT (1-2-0301-0203) 2 x Resp_Filter_Sizes_Pcs

Plug-Fan Set

Fan Section PLUG_DD_250_0,70_1.58

EC_IE4_F_IMB14_71_1.58p_T 771.3.570 250|0.7kW|1.58x2

Fan System Main Fan Qty in section x 2

Fan Set Assembly Type FLX1 (Gasket)

Fan Set Designed for wet operating conditions

The Fan System Effects Taken Into Account In The Fan Performances

Fan PLUG_VS_250_AF_Px 2

Total Static Pressure	449 Pa	Impeller efficiency: Static / Total	69 %/76 %
Dynamic pressure	47 Pa	Shaft power	0.33 kW x 2
External pressure	150 Pa	Working revolutions	2958 1/min
Total Pressure	496 Pa	Fans Connection Standard	FLX1 (Gasket)
Winter operation		Summer operation	
Air Volume Flow	1.00 m³/s	Air Volume Flow	1.00 m³/s

Motor EC_IE4_F_71_IMB14_1.58p_0.7_50x 2

EC_IE4_F_IMB14_71_1.58p_T

Motor enclosure	IMB14	Rated Current	3.8 A x 2
IEC Size	71	Rated revolutions	4000 1/min
Operational Voltage	230 V/1 ph	Rated Power	0.70 kW x 2
Fan Motor Rated Voltage	230 V/1 ph/50 Hz	Motor Version	Standard

EC Motor Controller



Technical data for item 2

Offer number 159E/LIVE.EUR/EB/2021-21

EC Controller	Yes	Connecting Point	CP Excluded
EC Controller Qty in section	2	EC Controller Voltage Supply	230/1/50 V/ph/Hz
EC Controller Settings	37 Hz	EC Controller Rated Power	0.75 kW x 2
EC Controller in selection	Included		
EC Controller Optional Nema KIT	No		
Winter operation		Summer operation	
EPC for mean contaminated filters	0.76 kW	EPC for mean contaminated filters	0.76 kW
EPC for clean filters	0.65 kW	EPC for clean filters	0.65 kW
SFP for clean filters	0.65 kW/m³/s	SFP for clean filters	0.65 kW/m³/s
Air Pressure	101325 Pa	Air Pressure	101325 Pa
Air Density	1.2000 kg/m³	Air Density	1.2000 kg/m³

Acoustic data

Acoustic power level [dB(A)]	Frequency	125 [Hz]	250 [Hz]	500 [Hz]	1000 [Hz]	2000 [Hz]	4000 [Hz]	8000 [Hz]	Lw [dB(A)]
Inlet	[dB(A)]	46.6	59.9	65.9	66.2	64.5	59.1	53.5	71.1
Outlet	[dB(A)]	49.3	62.6	68.6	68.9	67.2	62.7	57.1	73.9
Environment	[dB(A)]	34.3	45.6	43.6	37.9	30.2	22.7	9.1	48.4

Acoustic pressure level at 1 meter distance [dB(A)]	Frequency	125 [Hz]	250 [Hz]	500 [Hz]	1000 [Hz]	2000 [Hz]	4000 [Hz]	8000 [Hz]	Lp [dB(A)]
	[dB(A)]	23.3	34.6	32.6	26.9	19.2	11.7	2.0	37.4

Air Inlet Outlet ACCESSORIES	Supply	Exhaust
Controls Selection Mode: Functional set		
Inlet Outlet Holes	Supply	Exhaust
Air Inlet	Front 1068x480	Front 1068x480
Air Outlet	Front 1068x480	Front 1068x480
AirDamper	Supply	Exhaust
Air Inlet	Yes	No
Air Outlet	No	Yes
Flexible Connection	Supply	Exhaust
Air Inlet	Yes	Yes
Air Outlet	Yes	Yes
Other Accessories		
Roof	ROOF_1	1 Accessories Quantity

Control application			
Functional Code	AR 0 0 2 3 0 0 0 6 3 0 0 0 0 0 1		
Controls Application Code:	uPC3		
Main Temp. Sensor	Duct Exhaust		
Human Machine Interface	Options		
BMS	Yes	Differential Pressure Transducer	CAV



Technical data for item 2

Offer number 159E/LIVE.EUR/EB/2021-21

HMI Advanced (Settings)	Yes
Control Box	Yes

Air damper actuators

Name	Code	Set
Air Damper Actuator ON-OFF 10Nm	ADMP.ACT.SET ON-OFF 10Nm	2

Temperature sensor

Name	Code	Set
Resp_Controls_TempSensors_Temp. Sensor NTC10k (Outdoor)	Temp. Sensor NTC10k (Outdoor)	3
Duct temperature sensor NTC 10k	Temp. Sensor NTC10k (Duct)	2

Transducers and Switches

Name	Code	Set
Differential Pressure Transducer CAV	PRSS.TRDC_CAV	1

AHU Connection Box

AHU Connection Box

Rated Power	2.80 kW	Full Load Amps	4.7 A
Power Connection	3x400V AC +N+PE	Power Cord	5 x 2,5 mm²

TDS_AHUPowerConnection_ElectricHeaters

1 HP

TDS_AHUPowerConnection_Heaters

Rated Power	24.00 kW
Power Connection	400V+PE
Full Load Amps	41.0 A
TDS_AHUPowerConnection_MCA	51.3 A
TDS_AHUPowerConnection_CircuitBreaker	63.0 A
Power Cord	4 x 10 mm²

TDS_AHUPowerConnection_Controls

Rated Power	24.00 kW
Power Connection	230V+N+PE
Full Load Amps	0.2 A
Power Cord	3 x 0,75 mm²

Section splits

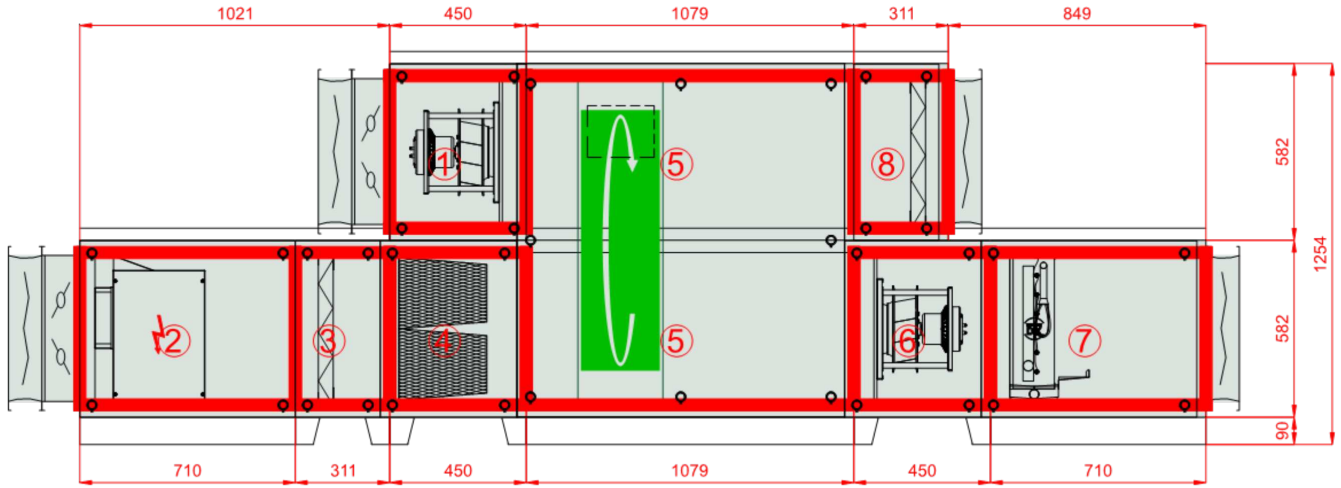
Transport Sections	Mass [Kg]	LENGTH [mm]	WIDTH [mm]	HEIGHT [mm]
1	70	450	1174	582
2	68	710	1174	672
3	24	311	1174	672
4	34	450	1174	672
5	184	1079	1174	1254
6	58	450	1174	672
7	64	710	1174	672
8	28	311	1174	582

Transport Sections Dims



Technical data for item 2

Offer number 159E/LIVE.EUR/EB/2021-21



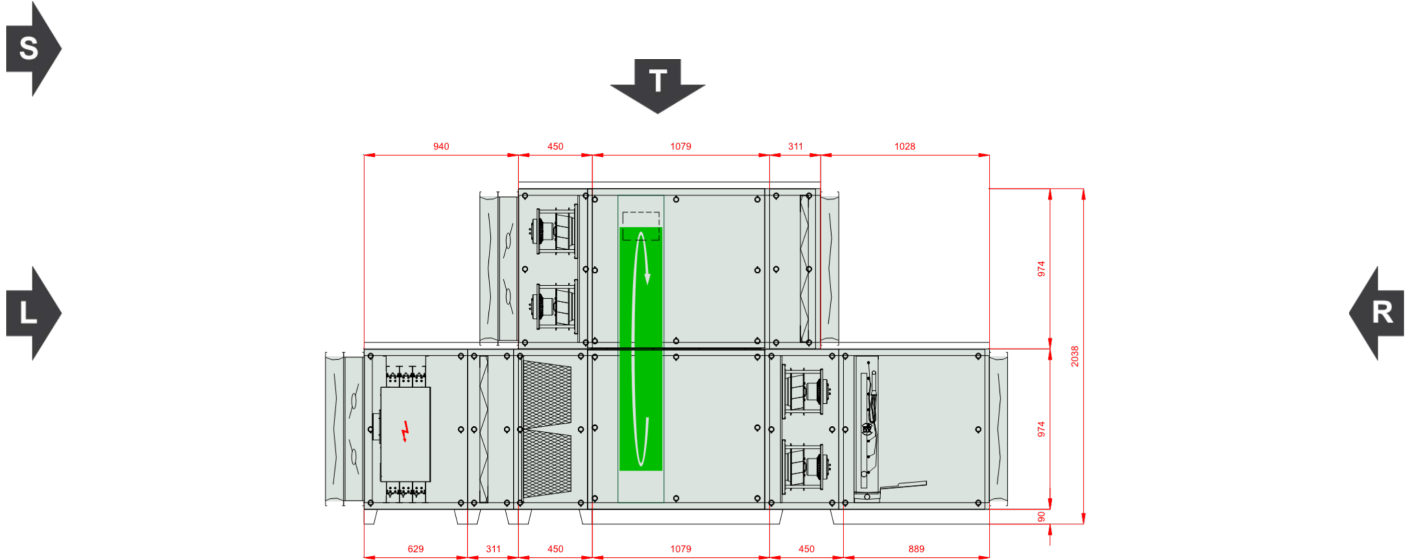
Technical data for item 1

Offer number 159E/LIVE.EUR/EB/2021-21

Project name Pretty Little Things, Pollard
St /1FG.0001.002.030/

Type	RecoveryRotaryVerticalCompact	Supply airflow 2	2.70 m³/s
Application	Outdoor	External pressure	270 Pa
Project Tag	AHU 02 (with controls)	Exhaust airflow 2	2.70 m³/s
Size	vQS120c	External pressure	200 Pa
Set	vQS120c-R-HFFRVC/vQS120c-L-FRV	SFP Winter (EN 13779)	1.76 kW/m³/s
Insulation thickness	40 mm	SFP Summer (EN 13779)	1.78 kW/m³/s
Insulation	Mineral Wool	Eurovent Energy efficiency class	A+ 2016
Weight of the set (+/- 10%)*	1136 Kg		

Inspection Panels

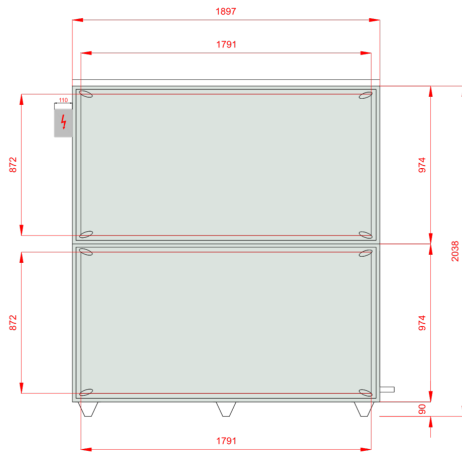


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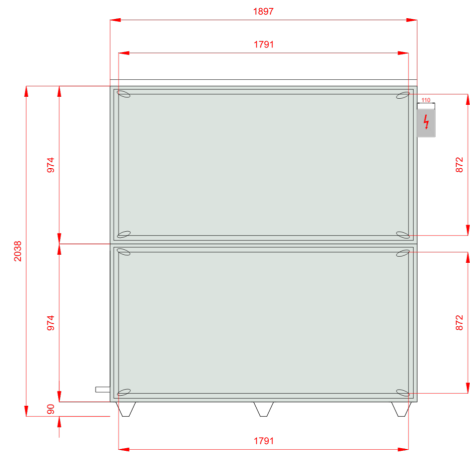
Technical data for item 1

Offer number 159E/LIVE.EUR/EB/2021-21

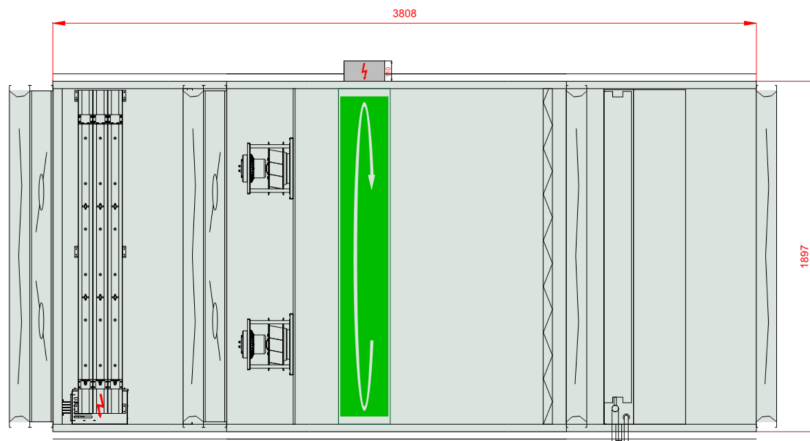
Front View (left)



Front View (right)



Top View



Offer number 159E/LIVE.EUR/EB/2021-21

The technical drawing illustrates a window frame assembly with the following dimensions and features:

- Overall Dimensions:** The total width is 3808 mm and the total height is 1743 mm.
- Frame Components:** The assembly includes vertical mullions, horizontal transoms, and corner pieces. Arrows indicate movement or adjustment points at various joints.
- Internal Spacing and Widths:**
 - Horizontal distances from the left edge: 629 mm to the first mullion, 311 mm between the first two mullions, 450 mm between the second and third mullions, 1079 mm between the third and fourth mullions, 450 mm between the fourth and fifth mullions, and 889 mm from the fifth mullion to the right edge.
 - Vertical distances from the top edge: 77 mm to the first transom, 40 mm between the first and second transoms, 811.5 mm between the second and third transoms, 40 mm between the third and fourth transoms, 811.5 mm between the fourth and fifth transoms, 40 mm between the fifth and sixth transoms, and 77 mm from the bottom of the sixth transom to the bottom edge.
- Structural Details:** Reinforcement bars are shown at the corners and along the edges of the frame sections. Sloped arrows (e.g., 15°, 13°, 19°) indicate specific angles or adjustments at certain joints.

Air intake Supply	FF	1791x872	Lt 3808	Hi 894	Wi 1817
Air outlet Supply	FF	1791x872	LtA 4153	H 1064	W 1897
			L1 3808	H2 2038	
Air inlet Exhaust	FF	1791x872	L2 1840	Hf 90	
Air outlet Exhaust	FF	1791x872	L21 940		
			L22 1028		

Mains 3~400V AC

1.2000 kg/m³

Technical data for item 1

Offer number 159E/LIVE.EUR/EB/2021-21

Supply

+ Electric heater in casing

Type vQS120c-6,00kW-400/3/50-RES

Version N6_400_3_50_FullControls_RES_NO

Rated Electric Power 36.00 kW

Winter operation

Intake air DBT / RH -4.0 °C / 100 %
 Discharge air DBT / RH 5.0 °C / 50 %
 Air velocity 2.76 m/s
 Pressure drop Wet / Dry Wet 30 Pa
 Air Volume Flow 2.70 m³/s
 Heating capacity 29.5 kW

Summer operation

Intake air DBT / RH 29.0 °C / 72 %
 Discharge air DBT / RH 29.0 °C / 72 %
 Air velocity 2.76 m/s
 Pressure drop Wet / Dry Wet 30 Pa
 Air Volume Flow 2.70 m³/s
 Heating capacity 0.0 kW

Panel Filter

Type M5/50.EU5MPleat.Int.Sld

ePM10 40% - ISO 16890 - EFF CLASS Flat Mini-Pleat Filter[26.0]
 E

Filter Energy Performance Class E

Winter operation

Mean pressure drop 121 Pa
 Initial pressure drop 43 Pa
 Final pressure drop 200 Pa
 Air velocity 1.67 m/s

Summer operation

Mean pressure drop 121 Pa
 Initial pressure drop 43 Pa
 Final pressure drop 200 Pa
 Air velocity 1.67 m/s

Resp_Filter_Sizes

P.FLT (1-2-0301-0207) 6 x Resp_Filter_Sizes_Pcs

Short Bag Filter

Type F7/300.Bag.Int.Sld

ePM2,5 65% (ISO16890) - EFF CLASS Bag[8.0]/300
 E

Filter Energy Performance Class E

Winter operation

Mean pressure drop 131 Pa
 Initial pressure drop 61 Pa
 Final pressure drop 200 Pa
 Air velocity 1.67 m/s

Summer operation

Mean pressure drop 131 Pa
 Initial pressure drop 61 Pa
 Final pressure drop 200 Pa
 Air velocity 1.67 m/s

Resp_Filter_Sizes

P,FLT F7 592x287x300 (1-2-0304-1002) 3 x Resp_Filter_Sizes_Pcs

P,FLT F7 592x592x300 (1-2-0304-1006) 3 x Resp_Filter_Sizes_Pcs



Technical data for item 1

Offer number 159E/LIVE.EUR/EB/2021-21

Rotary Wheel

Type RRG vQS120c NHG

R2_SR_NHG

Rated voltage 230 V/1 ph/50 Hz

Winter operation

Supply

Intake air DBT / RH	5.0 °C / 50 %
Discharge air DBT / RH	18.0 °C / 26 %
Air velocity	2.46 m/s
Pressure drop Wet / Dry Wet / Dry	143 Pa / 152 Pa
Air Pressure	101325 Pa
Air Density	1.2000 kg/m³
Air Volume Flow	2.70 m³/s
Recovery capacity Sensible / Total	42.3 kW / 47.7 kW
Sensible / Total	
Actual efficiency / at balanced flow Real /	81 % / 81 %
BalancedFlow	

Winter operation

Exhaust

Intake air DBT / RH	21.0 °C / 50 %
Discharge air DBT / RH	9.3 °C / 95 %
Air velocity	2.46 m/s
Pressure drop Wet / Dry Wet / Dry	152 Pa / 152 Pa
Air Pressure	101325 Pa
Air Density	1.2000 kg/m³
Air Volume Flow	2.70 m³/s
Recovery Bypass	No
Rotary Regenerator	
Max Internal Leakage 3%	

Summer operation

Supply

Intake air DBT / RH	29.0 °C / 72 %
Discharge air DBT / RH	24.1 °C / 95 %
Air velocity	2.46 m/s
Pressure drop Wet / Dry Wet / Dry	156 Pa / 152 Pa
Air Pressure	101325 Pa
Air Density	1.2000 kg/m³
Air Volume Flow	2.70 m³/s
Recovery capacity Sensible / Total	16.1 kW / 18.2 kW
Sensible / Total	
Actual efficiency / at balanced flow Real	82 %

Summer operation

Exhaust

Intake air DBT / RH	23.0 °C / 50 %
Discharge air DBT / RH	27.7 °C / 39 %
Air velocity	2.46 m/s
Pressure drop Wet / Dry Wet / Dry	153 Pa / 152 Pa
Air Pressure	101325 Pa
Air Density	1.2000 kg/m³
Air Volume Flow	2.70 m³/s

Plug-Fan Set

Fan Section PLUG_DD_250_0,70_1.58

EC_IE4_F_IMB14_71_1.58p_T 771.3.570 250|0.7kW|1.58x5

Fan System Main Fan Qty in section x 5

Fan Set Assembly Type FLX1 (Gasket)

Fan Set Designed for wet operating conditions

The Fan System Effects Taken Into Account In The Fan Performances

Fan PLUG_VS_250_AF_Px 5

Technical data for item 1

Offer number 159E/LIVE.EUR/EB/2021-21

Total Static Pressure	727 Pa
Dynamic pressure	55 Pa
External pressure	270 Pa
Total Pressure	782 Pa
Winter operation	
Air Volume Flow	2.70 m³/s

Impeller efficiency: Static / Total	71 %/76 %
Shaft power	0.55 kW x 5
Working revolutions	3456 1/min
Fans Connection Standard	FLX1 (Gasket)
Summer operation	
Air Volume Flow	2.70 m³/s

Motor EC_IE4_F_71_IMB14_1.58p_0.7_50x 5
EC_IE4_F_IMB14_71_1.58p_T

Motor enclosure	IMB14
IEC Size	71
Operational Voltage	230 V/1 ph
Fan Motor Rated Voltage	230 V/1 ph/50 Hz

Rated Current	3.8 A x 5
Rated revolutions	4000 1/min
Rated Power	0.70 kW x 5
Motor Version	Standard

EC Motor Controller

EC Controller	Yes
EC Controller Qty in section	5
EC Controller Settings	43 Hz
EC Controller in selection	Included
EC Controller Optional Nema KIT	No

Connecting Point	CP Excluded
EC Controller Voltage Supply	230/1/50 V/ph/Hz
EC Controller Rated Power	0.75 kW x 5

Winter operation

EPC for mean contaminated filters	3.20 kW
EPC for clean filters	2.60 kW
SFP for clean filters	0.96 kW/m³/s
Air Pressure	101325 Pa
Air Density	1.2000 kg/m³

Summer operation

EPC for mean contaminated filters	3.26 kW
EPC for clean filters	2.65 kW
SFP for clean filters	0.98 kW/m³/s
Air Pressure	101325 Pa
Air Density	1.2000 kg/m³

Technical data for item 1

Offer number 159E/LIVE.EUR/EB/2021-21

Dual Temperature DX Coil

Type	Number of rows	Sections	Connection
DXH VVS120c 2R-1 TD SH.Cu.St.Std			Supply/Return: Ø22/Ø35
	5,88 [dm ³]		DX VVS120c 2R-1 SH.Cu.St.Std 516
Medium	R410A	Maximum working pressure	38 bar
		Maximum working temperature	42.0 °C
Winter operation		Summer operation	
Intake air DBT / RH	18.0 °C / 26 %	Intake air DBT / RH	24.1 °C / 95 %
Discharge air DBT / RH	18.0 °C / 26 %	Discharge air DBT / RH	22.0 °C / 98 %
Air velocity	2.00 m/s	Air velocity	2.00 m/s
Pressure drop Wet / Dry Wet	31 Pa	Pressure drop Wet / Dry Wet / Dry	31 Pa / 10 Pa
Air Pressure	101325 Pa	Air Pressure	101325 Pa
Air Density	1.2000 kg/m ³	Air Density	1.2000 kg/m ³
Air Volume Flow	2.70 m ³ /s	Air Volume Flow	2.70 m ³ /s
Cooling capacity: Sensible / Total	0.0 kW/0.0 kW	Cooling capacity: Sensible / Total	7.1 kW/21.4 kW
Evaporation temperature	7.0 °C	Evaporation temperature	7.0 °C
Medium flow rate	0.00 m ³ /h	Medium flow rate	0.37 m ³ /h
Medium pressure drop	0.00 kPa	Medium pressure drop	5.12 kPa

Heating mode

	5,88 [dm ³]		DX VVS120c 2R-1 SH.Cu.St.Std 516
Medium	R410A	Maximum working pressure	38 bar
		Maximum working temperature	42.0 °C
Winter operation		Summer operation	
Intake air DBT / RH	18.0 °C / 26 %	Intake air DBT / RH	24.1 °C / 95 %
Discharge air DBT / RH	22.0 °C / 20 %	Discharge air DBT / RH	24.1 °C / 95 %
Air velocity	1.98 m/s	Air velocity	1.98 m/s
Pressure drop Wet / Dry Wet	23 Pa	Pressure drop Wet / Dry Wet	23 Pa
Air Pressure	101325 Pa	Air Pressure	101325 Pa
Air Density	1.2000 kg/m ³	Air Density	1.2000 kg/m ³
Air Volume Flow	2.70 m ³ /s	Air Volume Flow	2.70 m ³ /s
Heating capacity	13.1 kW	Heating capacity	0.0 kW
Condensation temperature	45.0 °C	Condensation temperature	45.0 °C
Medium flow rate	0.32 m ³ /h	Medium flow rate	0.00 m ³ /h
Medium pressure drop	-1.07 kPa	Medium pressure drop	0.00 kPa

Acoustic data

Acoustic power level [dB(A)]	Frequency	125 [Hz]	250 [Hz]	500 [Hz]	1000 [Hz]	2000 [Hz]	4000 [Hz]	8000 [Hz]	Lw [dB(A)]
Inlet	[dB(A)]	46.5	59.0	64.0	62.5	59.1	50.0	43.5	67.8
Outlet	[dB(A)]	51.0	64.4	70.3	69.7	66.3	57.2	51.6	74.5
Environment	[dB(A)]	37.8	49.2	47.1	41.4	33.8	26.2	12.6	52.0



Technical data for item 1

Offer number 159E/LIVE.EUR/EB/2021-21

Acoustic pressure level at 1 meter distance [dB(A)]	Frequency	125 [Hz]	250 [Hz]	500 [Hz]	1000 [Hz]	2000 [Hz]	4000 [Hz]	8000 [Hz]	Lp [dB(A)]
	[dB(A)]	26.8	38.2	36.1	30.4	22.8	15.2	2.0	41.0

Exhaust airflow 3

Panel Filter

Type M5/50.EU5MPleat.Int.Sld

ePM10 40% - ISO 16890 - EFF CLASS Flat Mini-Pleat Filter[26.0]

E

Filter Energy Performance Class E

Winter operation

Mean pressure drop 121 Pa
Initial pressure drop 43 Pa
Final pressure drop 200 Pa
Air velocity 1.67 m/s

Summer operation

Mean pressure drop 121 Pa
Initial pressure drop 43 Pa
Final pressure drop 200 Pa
Air velocity 1.67 m/s

Resp_Filter_Sizes

P.FLT (1-2-0301-0207) 6 x Resp_Filter_Sizes_Pcs

Plug-Fan Set

Fan Section PLUG_DD_250_0,70_1.58

EC_IE4_F_IMB14_71_1.58p_T 771.3.570 250|0.7kW|1.58x4

Fan System Main Fan Qty in section x 4

Fan Set Assembly Type FLX1 (Gasket)

Fan Set Designed for wet operating conditions

The Fan System Effects Taken Into Account In The Fan Performances

Fan PLUG_VS_250_AF_Px 4

Total Static Pressure	473 Pa	Impeller efficiency: Static / Total	61 %/72 %
Dynamic pressure	86 Pa	Shaft power	0.52 kW x 4
External pressure	200 Pa	Working revolutions	3641 1/min
Total Pressure	560 Pa	Fans Connection Standard	FLX1 (Gasket)
Winter operation		Summer operation	
Air Volume Flow	2.70 m³/s	Air Volume Flow	2.70 m³/s

Motor EC_IE4_F_71_IMB14_1.58p_0.7_50x 4

EC_IE4_F_IMB14_71_1.58p_T

Motor enclosure	IMB14	Rated Current	3.8 A x 4
IEC Size	71	Rated revolutions	4000 1/min
Operational Voltage	230 V/1 ph	Rated Power	0.70 kW x 4
Fan Motor Rated Voltage	230 V/1 ph/50 Hz	Motor Version	Standard

EC Motor Controller



Technical data for item 1

Offer number 159E/LIVE.EUR/EB/2021-21

EC Controller	Yes	Connecting Point	CP Excluded
EC Controller Qty in section	4	EC Controller Voltage Supply	230/1/50 V/ph/Hz
EC Controller Settings	46 Hz	EC Controller Rated Power	0.75 kW x 4
EC Controller in selection	Included		
EC Controller Optional Nema KIT	No		

Winter operation

EPC for mean contaminated filters	2.42 kW
EPC for clean filters	2.15 kW
SFP for clean filters	0.79 kW/m³/s
Air Pressure	101325 Pa
Air Density	1.2000 kg/m³

Summer operation

EPC for mean contaminated filters	2.42 kW
EPC for clean filters	2.15 kW
SFP for clean filters	0.80 kW/m³/s
Air Pressure	101325 Pa
Air Density	1.2000 kg/m³

Acoustic data

Acoustic power level [dB(A)]	Frequency	125 [Hz]	250 [Hz]	500 [Hz]	1000 [Hz]	2000 [Hz]	4000 [Hz]	8000 [Hz]	Lw [dB(A)]
Inlet	[dB(A)]	50.9	64.2	70.2	70.5	68.8	63.4	57.8	75.4
Outlet	[dB(A)]	53.6	66.9	72.9	73.2	71.5	67.0	61.4	78.2
Environment	[dB(A)]	38.6	49.9	47.9	42.2	34.5	27.0	13.4	52.7

Acoustic pressure level at 1 meter distance [dB(A)]	Frequency	125 [Hz]	250 [Hz]	500 [Hz]	1000 [Hz]	2000 [Hz]	4000 [Hz]	8000 [Hz]	Lp [dB(A)]
	[dB(A)]	27.6	38.9	36.9	31.2	23.5	16.0	2.4	41.7

Air Inlet Outlet ACCESSORIES	Supply	Exhaust
Controls Selection Mode: Functional set		
Inlet Outlet Holes	Supply	Exhaust
Air Inlet	Front 1791x872	Front 1791x872
Air Outlet	Front 1791x872	Front 1791x872
AirDamper	Supply	Exhaust
Air Inlet	Yes	No
Air Outlet	No	Yes
Flexible Connection	Supply	Exhaust
Air Inlet	Yes	Yes
Air Outlet	Yes	Yes
Other Accessories		
Roof	ROOF_1	1 Accessories Quantity

Control application			
Functional Code	AR 0 0 2 3 0 0 0 6 3 0 0 0 0 0 1		
Controls Application Code:	uPC3		
Main Temp. Sensor	Duct Exhaust		
Human Machine Interface	Options		
BMS	Yes	Differential Pressure Transducer	CAV



Technical data for item 1

Offer number 159E/LIVE.EUR/EB/2021-21

HMI Advanced (Settings)	Yes
Control Box	Yes

Air damper actuators

Name	Code	Set
Air Damper Actuator ON-OFF 10Nm	ADMP.ACT.SET ON-OFF 10Nm	2

Temperature sensor

Name	Code	Set
Resp_Controls_TempSensors_Temp. Sensor NTC10k (Outdoor)	Temp. Sensor NTC10k (Outdoor)	3
Duct temperature sensor NTC 10k	Temp. Sensor NTC10k (Duct)	2

Transducers and Switches

Name	Code	Set
Differential Pressure Transducer CAV	PRSS.TRDC_CAV	1

AHU Connection Box

AHU Connection Box

Rated Power	6.30 kW	Full Load Amps	9.8 A
Power Connection	3x400V AC +N+PE	Power Cord	5 x 6 mm ²

TDS_AHUPowerConnection_ElectricHeaters

1 HP

TDS_AHUPowerConnection_Heaters

Rated Power	36.00 kW
Power Connection	400V+PE
Full Load Amps	52.0 A
TDS_AHUPowerConnection_MCA	65.0 A
TDS_AHUPowerConnection_CircuitBreaker	80.0 A
Power Cord	4 x 16 mm ²

TDS_AHUPowerConnection_Controls

Rated Power	36.00 kW
Power Connection	230V+N+PE
Full Load Amps	0.2 A
Power Cord	3 x 0,75 mm ²

Section splits

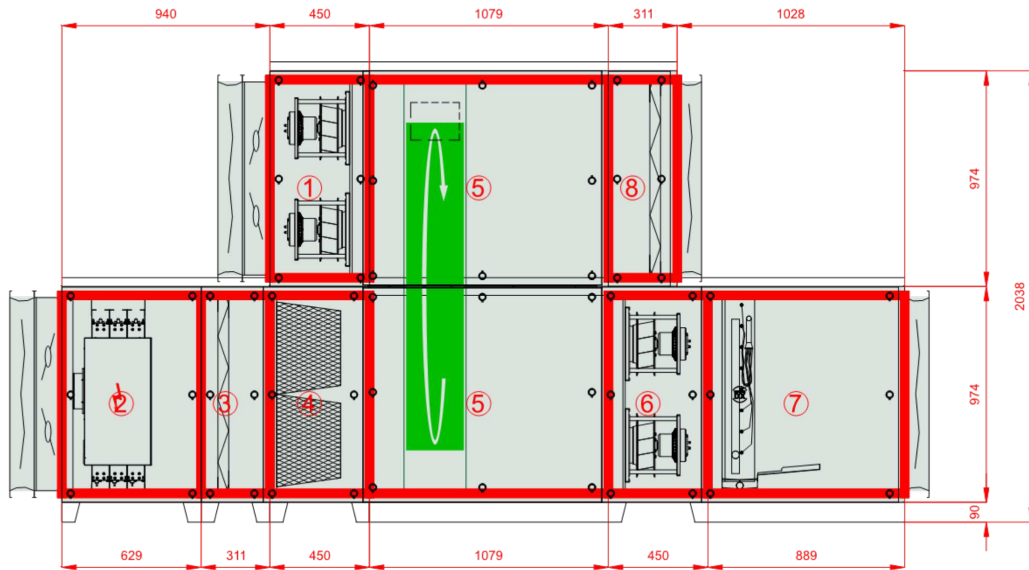
Transport Sections	Mass [Kg]	LENGTH [mm]	WIDTH [mm]	HEIGHT [mm]
1	141	450	1897	974
2	108	629	1897	1064
3	44	311	1897	1064
4	61	450	1897	1064
5	390	1079	1897	2038
6	122	450	1897	1064
7	121	889	1897	1064
8	51	311	1897	974

Transport Sections Dims



Technical data for item 1

Offer number 159E/LIVE.EUR/EB/2021-21



THE PURCHASER'S ATTENTION IS DRAWN IN PARTICULAR TO CLAUSES 2.3, 2.5, 4.3, 5.4, 5.7, 10, 16.2, 16.3, 21 and 26.5. THE PURCHASER IS ALSO ASKED TO READ THESE TERMS AND CONDITIONS IN FULL.

1. INTERPRETATION

1.1 In these terms and conditions, unless the context otherwise requires, the following words and expressions shall have the following meanings:

"**Agreement**" means the Offer/Quotation, the Supplier's acceptance of an order ("**Order Acknowledgement**") and these terms and conditions, and any annexes to the Offer/Quotation;

"**Construction Act**" means Part II of the Housing Grants, Construction & Regeneration Act 1996 as amended by the Local Democracy, Economic Development and Construction Act 2009.

"**Data Protection Legislation**" means (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

"**Delivery, Installation, Commissioning Schedule**" means the schedule agreed between the Parties, setting out the dates for delivery by the Supplier of the Goods to the Site and (if applicable) the dates for their installation, and commissioning stated in the Agreement;

"**Effective Date**" means the date of the Order Acknowledgment;

"**Enhanced Warranty Period**" means the Supplier's extended warranty (which, if applicable, is referred to in the Offer/Quotation), and which commences on the date the Standard Warranty Period expires;

"**Force Majeure Event**" or "**Force Majeure**" means any circumstance beyond the affected Party's reasonable control including, but not limited to, the following:

- (a) an act of God
- (b) nuclear, chemical or biological contamination;
- (c) strike, labour disputes, lockout or other industrial disturbance;
- (d) act of war whether declared or undeclared, civil war, armed conflict or terrorism;
- (e) blockade, revolution, riot, insurrection, civil commotion, public demonstration;
- (f) sabotage or act of vandalism;
- (g) lightning, fire, storm, flood, earthquake, accumulation of snow or ice or adverse weather conditions;
- (h) lack of water arising from weather or environmental issues;
- (i) pressure waves caused by devices travelling at supersonic speeds;
- (j) epidemic or pandemic;
- (k) any law or action taken by a government or public authority, including without limitation imposing an export or import restriction, quota, prohibition or failing to grant a necessary licence or consent;
- (l) total or partial collapse of a building, explosion or accident;
- (m) non-performance by suppliers or sub-contractors of the Supplier; and
- (n) interruption or failure of a utility service, whether (without limitation) at the Site, the location of the Parties, transport routes, the place of manufacture of the Goods or otherwise and regardless of whether it affects a Party directly or affects any supplier, agent, sub-contractor, consultant or other third party on whom the Party relies on for the performance of its obligations under the Agreement, which results in or causes failure by the affected Party to perform its obligations under the Agreement to the extent that the event or circumstance could not have been prevented by the exercise of reasonable skill and care by the affected Party;

"**Goods**" means the goods and/or services specified or provided in the Specification and the Agreement;

"**INCOTERMS**" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Agreement is made;

"**Intellectual Property Rights**" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"**Invoice**" means the dates for applications for payment or invoicing

"**Last Actual Delivery Date**" means the actual date of delivery by the Supplier of the last Unit to be delivered under the Agreement;

"**Last Delivery Date**" means the date identifiable from the Delivery and Installation Schedule as being the date for delivery of the last Unit to be delivered under the Agreement;

"**Material Defect**" means a defect in the Goods such that the Goods do not materially meet the Specification, or otherwise comply with the Agreement but excluding any defects caused or contributed to by the Purchaser, its agents, sub-contractors or otherwise, the Purchaser's Design or anyone for whom the Purchaser is responsible;

"**Offer/Quotation**" means the document so titled to which these terms and conditions are attached or referred to containing (if applicable) specific details in relation to the Project;

"**Party**" and "**Parties**" means the Supplier and/or the Purchaser, as the context so requires;

"**Price**" means the sum set out in the Agreement and any other sums payable by the Purchaser to the Supplier in accordance with the Agreement;

"**Project**" means the Purchaser's project in respect of which the Goods are being supplied by the Supplier under the Agreement, the details of which (if applicable) are set out in the Agreement;

"**Purchaser**" means the person or legal entity whose order for Goods is accepted by the Supplier;

"**Purchaser's Agent**" "an agent, representative or otherwise of the Purchaser whose name is stated in the Agreement as the Purchaser's agent;

"**Purchaser Design**" means the design and configuration of the Project including any integration of the design of the Goods into the Project, but excluding the design of the Goods.

"**Relevant Event**" has the meaning given to it in clause 7.2;

"**Relevant Matter**" has the meaning given to it in clause 7.1;

"**Scheduled Dates**" means the Scheduled Delivery Dates and/or the Scheduled Installation, and Commissioning Dates as the context so requires;

"**Scheduled Delivery Dates**" means the dates, as specified in the Delivery, Installation, and Commissioning Schedule, for delivery by the Supplier of the Goods to the Site and (if applicable, their installation) as adjusted from time to time in accordance with the Agreement;

"**Scheduled Installation Dates**" means the dates, as specified in the Delivery, Installation, and Commissioning Schedule, for installation of the Goods on the Site by the Supplier as adjusted from time to time in accordance with the Agreement;

"**Scheme**" means the Scheme for Construction Contracts (England and Wales) Regulations as amended from time to time;

"**Site**" means the site or location as specified in the Offer/Quotation to which the Goods are to be delivered by the Supplier in accordance with the Agreement;

"**Specification**" means the specifications and all other data sheets as set out in the technical submittal or schedule of information or equipment set out in the Supplier's Offer/Quotation;

"**Standard Warranty Period**" means the Supplier's 1 year warranty, the 1 year period commencing on the Last Actual Delivery Date and expires 1 year later;

"**Supplier**" means [FläktGroup UK Limited (company number 09859894)] [Fläkt Woods Limited (Company number 00233771)];

"**Unit**" means an item of equipment to be delivered and (if applicable) installed by the Supplier;

"**Variation Offer**" has the meaning given to it in clause 7.3;

"**Warranty**" means the Supplier's warranty to the Purchaser to rectify Material Defect(s) under clause 10;

"**Working Day**" means any day (other than a Saturday or a Sunday) on which banks are open for business in the City of London excluding any day which under the Banking and Financial Dealings Act 1971 is a bank holiday.

1.2 In the Agreement:

- 1.2.1 headings have been used for convenience only and shall not affect the interpretation of the Agreement;
- 1.2.2 words importing any particular gender include all other genders;
- 1.2.3 words importing the singular shall include the plural and vice versa;
- 1.2.4 a reference to any Party shall include that Party's personal representatives, successors and permitted assigns;
- 1.2.5 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.2.6 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- 1.2.7 a reference to the Agreement or to any other agreement or document referred to in the Agreement is a reference to the Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of the Agreement) from time to time;
- 1.2.8 any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, phrase or term preceding those terms.

1.3 To the extent that there is any conflict or ambiguity in the terms of the Agreement the following descending order of precedence shall apply:

- 1.3.1 the Offer/Quotation (excluding any annexes and special terms);
- 1.3.2 annexes to the Offer/Quotation; and
- 1.3.3 these terms and conditions.

2. GENERAL

2.1 The Offer/Quotation is given on the basis that the Agreement will not come into existence until the Supplier accepts the Purchaser's order. No order submitted by the Purchaser shall be deemed to be accepted by the Supplier until an Order Acknowledgment is despatched to the Purchaser at which point the Agreement will be binding on the Parties from and including the Effective Date.

2.2 Any Offer/Quotation is valid for a period of 30 days only from its date provided that the Supplier has not previously withdrawn it prior to its acceptance.

2.3 The Supplier's employees or agents are not authorised to make any representations concerning the Goods unless otherwise confirmed in writing by a director of the Supplier or senior manager of the Supplier who is authorised by a Director of the Supplier. In entering into the Agreement, the Purchaser acknowledges and confirms that it does not rely on and waives any claim for breach of any such representations which are not so confirmed provided always that this clause does not seek to exclude liability for fraudulent misrepresentation or fraudulent misstatement by the Supplier or its employees or agents.

2.4 Any advice or recommendation given by the Supplier or its employees or agents to the Purchaser or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by the Supplier is followed or acted upon entirely at the Purchaser's own risk, and accordingly the Supplier shall not be liable for any such advice or recommendation which is not so confirmed.

2.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, tender, invoice or other document or information issued by the Supplier shall be subject to correction without any liability (including for negligence or breach of any statutory implied conditions) on the part of the Supplier, provided always that nothing in this clause shall exclude or limit liability where such exclusion or limitation would be contrary to any law.

2.6 The Supplier will procure, manufacture, supply and (if applicable) install and commission the Goods in accordance with the Agreement.

2.7 The Supplier shall:

- 2.7.1 supply the Goods to the Purchaser in accordance with the Specification and, where included in the Agreement, install and commission those Goods at the Site in accordance with the Specification;
- 2.7.2 not make any change to the Specification or the manufacturing process in relation to the Goods which is detrimental to or compromises the ability of the Supplier to comply with its obligations under the Agreement without:
 - (a) first notifying the Purchaser of its intention to implement such change and in such notification reporting to the Purchaser as to any consequences which will follow such change being implemented;
 - (b) giving the Purchaser the opportunity to make representations to the Supplier within 10 (ten) Working Days of receipt by the Purchaser of such notice; and
 - (c) obtaining written approval for such change from the Purchaser (such approval not to be unreasonably withheld or delayed) and such approval shall be deemed to have been given if no representations are received from the Purchaser within the period specified in clause 2.7.2(b).

2.8 The Purchaser shall be responsible for ensuring the accuracy of any information (including any information provided by it that is included in any specification in any way related to the Agreement) submitted by it to the Supplier and for giving the Supplier any necessary information relating to the Goods within a sufficient time to enable the Supplier to perform the Agreement in accordance with its terms. If the Supplier is unable to proceed with the Agreement forthwith the Supplier shall be entitled to amend the Price to cover any increase in cost, which is incurred after acceptance of the Offer/Quotation and before receipt of the necessary information and to change the Scheduled Dates provided always that the Supplier acts reasonably when doing so.

2.9 The Supplier reserves the right to make any changes to the Specification of the Goods, which are required in order for the Supplier to conform with any applicable legal requirements, or where the Goods are supplied to the Supplier's specification, which do not materially affect their quality or performance.

2.10 The quantity, quality and description of the Goods and any Specification for them shall be as set out in the Order Acknowledgment or any document attached thereto.

2.11 The descriptions and illustrations contained in the Supplier's catalogues, price lists and other advertisement matter are intended merely to present a general idea of the goods described, are subject to revision without notice, and shall not form part of any Agreement unless specifically incorporated by reference.

2.12 Where a Purchaser's Agent is stated in the Agreement as having been appointed by the Purchaser then, subject to any instruction to the contrary from the Purchaser, the Supplier shall be entitled to treat any exercise or discharge of the Purchaser's rights and obligations under the Agreement by the Purchaser's Agent as an exercise or discharge of

those rights and obligations by the Purchaser. The Purchaser may remove or vary the extent of the Purchaser's Agent's authority at any time by giving prior written notice to the Supplier.

- 2.13 Any Goods to be sold within the EU are required to bear a CE mark. If the Purchaser requests that this mark is omitted from the Goods because they are not being sold within the EU, the Purchaser shall be responsible for ensuring that if they are later sold in to the EU that the mark is put on the Goods and the Purchaser shall indemnify the Supplier against any claim that may be made against the Supplier as a consequence of the Purchaser's failure to comply with any applicable laws.
- 2.14 Without prejudice to the provisions contained in clause 7, any variation to this Agreement shall only be valid and therefore binding until any such variation is agreed in writing between the authorised representatives of the Purchaser and the Supplier.

3. EFFECTIVE DATE

The Agreement shall be effective from the Effective Date.

4. INSPECTION BY THE SUPPLIER, TESTS AND PERFORMANCE

- 4.1 The Goods are, where practicable, submitted to the Supplier's standard tests before despatch. If the Purchaser requires tests other than those specified in the Agreement or the Purchaser or its representatives wish to be present during any tests additional charges will apply. If the Purchaser should fail to attend any tests or inspection within 7 days of being notified that the Goods are ready for testing or inspection then the tests will proceed in the Purchaser's absence and shall be deemed to have been made in the Purchaser's presence, or the inspection will be deemed to have taken place.
- 4.2 All performance figures supplied by the Supplier relating to the Goods are based upon its experience and represent the figures the Supplier expects to obtain in its laboratory to the relevant ISO 5801 test and tolerances detailed in the Supplier's technical literature.
- 4.3 The Purchaser is responsible for satisfying itself that the capacity of the Goods is sufficient for its purposes. The Supplier shall not be responsible for system design and shall not accept any liability including for negligence or breach of any statutory implied conditions (to the extent permitted by law) for the performance of the Goods in their final operating environment, whether or not details of the final operating environment have been made available to the Supplier.

5. DELIVERY

- 5.1 The Supplier shall use its reasonable endeavours to ensure that Goods are delivered (if applicable) installed by the Scheduled Date(s). Time for delivery shall not be of the essence unless previously agreed by the Supplier in writing. The Goods may be delivered by the Supplier in advance of the quoted delivery date on giving reasonable notice to the Purchaser.
- 5.2 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate agreement and the Supplier's failure to deliver any one or more of the instalments in accordance with the Agreement or any claim by the Purchaser in respect of any one or more instalments shall not entitle the Purchaser to treat the Agreement as a whole as repudiated.
- 5.3 If the Purchaser fails to take delivery of the Goods, or fails to give the Supplier adequate delivery instructions to enable the Supplier to deliver, at the time stated for delivery (otherwise than by reason of a Force Majeure or by reason of the Supplier's fault) and the Supplier does not receive either confirmation that the Goods will be collected, or forwarding instructions sufficient to enable the Supplier to deliver the Goods, within 14 days after the date of notification of availability for collection or delivery then, without limiting any other right or remedy available to the Supplier, the Supplier may:
- 5.3.1 store the Goods, either at its works premises or elsewhere, until actual delivery and charge the Purchaser for the reasonable costs (including but not limited to storage fees, handling, demurrage and insurance) of storage; or
- 5.3.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Purchaser for the excess over the Price or charge the Purchaser for any shortfall below the Price.
- 5.4 Where the Supplier and the Purchaser have agreed a delivery date, if the Supplier should fail to deliver on the agreed date, and such delay is not as a consequence of a Force Majeure or due to the Purchaser's fault and the Purchaser have suffered a loss as a sole consequence of the Supplier's failure to deliver, the Supplier shall be liable to pay a sum as liquidated damages to the value agreed in writing by the Supplier and the Purchaser, which value the Parties both acknowledge and confirm is a genuine pre-estimate of loss likely to be suffered by the Purchaser as a result of a failure to meet the agreed date. Where no such figure is agreed the Supplier's liability shall be limited to payment of 0.5% of the value of the Agreement for each 7 days of delay up to a maximum of 70 days and a total payment equal to 5% of the value of the Agreement and any payment made shall be in full and final settlement of any claims arising as a consequence of failure to deliver on the agreed date. The Purchaser shall neither have a right to terminate nor to claim damages when the liquidated damages have aggregated to their maximum and there is still a delay.
- 5.5 In the event that the Supplier arranges carriage of the Goods it will at its option, repair or replace, free of charge, any of the Goods lost or damaged in transit provided that the Supplier is given written notification of such loss or damage within 3 Working Days to enable the Supplier to comply with the carrier's conditions regarding claims for loss or damage in transit or, where delivery is made by the Supplier's own transport, within 7 days after receipt of the Supplier's advice note. The Purchaser shall comply with all and any instructions on delivery and advice notes.
- 5.6 The location for delivery of the Goods for each Project shall be the Site as specified in the Agreement. If there is no Project, the location for delivery shall be the Site as specified in Agreement.
- 5.7 Subject to the terms of the Agreement:
- 5.7.1 The Purchaser shall permit the Supplier to deliver the Goods to the Site and install them (if so required under the Agreement) so that the Goods are capable of being delivered and installed (as the case may require) by the Scheduled Dates.
- 5.7.2 If the Supplier is unable for any reason to fulfil delivery of any of the Goods and/or their installation by the relevant Scheduled Dates, then:
- (a) where the reason for the Supplier being unable to fulfil delivery of the Goods by the Scheduled Dates relates to a matter which is the responsibility of the Supplier under the Agreement, the Parties shall, acting reasonably, seek to agree amendments to the Delivery and Installation Schedule provided always that the Supplier shall not be treated as being in breach of the Agreement nor to have any liability to the Purchaser unless and until the Purchaser has given 21 Working Days' written notice to the Supplier, requiring that the relevant delivery and/or installation be made and the Supplier has not fulfilled the delivery and/or installation within that period; and
- (b) where the Supplier has not complied with the revised delivery and/or installation period as per clause 5.7.2 (a) it shall be liable to pay the Purchaser liquidated damages at the rate of 0.5% of the Price for each week of delay (or part thereof) thereafter provided that the Supplier's total liability in respect of delay shall not exceed 5% of the Price and delay in delivery shall not entitle the Purchaser to refuse to take delivery of the Goods or to claim any losses other than liquidated damages;

- (c) in all other cases, the provisions of clause 7 shall apply.
- 5.7.3 The Purchaser shall be responsible for unloading and craneage, and/or other subsequent movement of the Goods on Site and for ensuring that each of the Supplier's delivery vehicles will be unloaded within one (1) hour of its arrival at the Site.
- 5.7.4 The Purchaser shall ensure that the Supplier is given:
- (a) sufficient rights of access to the Site (and any adjoining areas) to fulfil its obligations under the Agreement; and
- (b) an appropriate hard-standing on or adjacent to the Site (as applicable) from 2 (two) Working Days prior to the first of the Scheduled Delivery Dates until the Last Actual Delivery Date; and
- (c) sufficient space is made available at the Site for the delivery and installation of the relevant Goods.
- 5.7.5 The Purchaser shall reimburse the Supplier on a full indemnity basis for any additional costs reasonably incurred as a result of a failure by the Purchaser to comply with the requirements of clause 5.7 including (but not limited to) any increased or additional storage, delivery costs or the costs of any resulting delay, to be assessed as a Relevant Matter to which the provisions of clause 7 shall apply.
- 5.7.6 Should the Supplier request, the Purchaser shall grant the Supplier access to the Site prior to the first Scheduled Delivery Date for the purpose of inspecting the Site and ensuring that the Site layout and any associated or existing works conform to the information provided to the Supplier and are suitable to enable the Supplier to comply with its obligations under the Agreement. The Purchaser shall ensure that suitably qualified and authorised personnel are available on Site to accompany the Supplier during any such inspection.
- 5.7.7 If, as a result of the Supplier's inspection, matters are identified which prevent or have potential to impede or delay the Supplier's performance of its obligations under the Agreement which cannot be rectified by the date falling 15 Working Days prior to the first Scheduled Delivery Date:
- (a) the dates in the Delivery and Installation Schedule will be postponed until such time as the matters have been rectified and the Supplier has been given not less than 5 (five) Working Days' notice by the Purchaser that the matters have been so rectified; and
- (b) the matter shall be treated as a Relevant Matter and/or Relevant Event in accordance with clause 7.
- 5.7.8 No inspection of the Site (or decision not to inspect) by the Supplier shall:
- (a) relieve the Purchaser from its obligation to ensure that the information provided by it is complete and accurate; or
- (b) result in the Supplier bearing responsibility for the condition of the Site.

6. INSTALLATION & COMMISSIONING

- 6.1 The Purchaser shall ensure that any individual the Supplier requests attends the Site or any other reasonable location so attends on the dates and times required by the Supplier and all facilities are provided as required by the Supplier and as set out in the Agreement or as the Supplier may reasonably require.
- 6.2 The Purchaser shall grant the Supplier unrestricted access to the Site both during and after the installation of the Goods for the purpose of installing and commissioning the Goods and for enabling the Supplier to comply with its obligations under the Agreement.
- 6.3 Without prejudice to clauses 5.7.6 and 5.7.7, the Purchaser shall be responsible for ensuring that the Site and any existing works are sufficiently complete and otherwise suitable for the installation of the Goods.

7. RELEVANT MATTERS AND RELEVANT EVENTS

- 7.1 If the Supplier incurs costs, loss and/or expense for which it would not be reimbursed by the Price as a result any of the following (hereafter a "Relevant Matter"):
- 7.1.1 suspension of the Supplier's obligations under clause 8.3;
- 7.1.2 any agreed changes to the Specification or the Agreement or to the Purchaser's requirements or as a result of any valid instructions issued by the Purchaser after the Effective Date;
- 7.1.3 damage to any Goods caused on or after the date on which the risk in the Goods passed to the Purchaser pursuant to clause 11.1, save to the extent that such damage is caused or contributed to by the Supplier;
- 7.1.4 an instruction from the Purchaser to search for or rectify a Material Defect where no Material Defect is found;
- 7.1.5 any test, inspection or other intervention by the Purchaser unless required as a result of the Supplier's breach of the Agreement;
- 7.1.6 the Supplier encountering physical conditions on the Site which:
- (a) were not notified to it by the Purchaser prior to the Effective Date; or
- (b) do not correspond with the information provided in the Agreement;
- 7.1.7 failure by the Purchaser to comply with any of its obligations under the Agreement;
- 7.1.8 any impediment, prevention or default, whether by act of omission of the Purchaser or any Purchaser's Agent or any other third Party employed by or working on behalf of the Purchaser or for whom the Purchaser is responsible;
- 7.1.9 the circumstances described in clauses 5.7.2 or 5.7.7 apply;
- 7.1.10 a Force Majeure Event; and
- 7.1.11 any delay caused by the Purchaser, any local authority, statutory undertaker or other third party in respect of the Project, then the Price shall be adjusted to compensate the Supplier for any additional costs and expenses incurred as a result of the Relevant Matter.
- 7.2 If the Supplier is delayed, prevented or impeded in the performance of its obligations under the Agreement as a result of circumstances that are outside the control of the Supplier including, but not limited to, any Relevant Matter (hereafter a "Relevant Event") then the affected Scheduled Dates shall be extended by the amount of time of any period of delay so caused.
- 7.3 The Supplier shall notify the Purchaser of the occurrence of a Relevant Matter and/or a Relevant Event, describing the event or circumstance concerned, the likely effect of the event and steps being taken in mitigation thereof. The Supplier shall thereafter submit to the Purchaser its assessment of the extension to the Scheduled Dates and any adjustment to the Price (as applicable) required as a result of the Relevant Matter and/or Relevant Event (as applicable) (a "Variation Offer"). In the event that the Supplier has agreed to any variation to the Agreement which results in additional Goods being provided, then in addition to any additional cost, loss and/or expense, the Supplier shall be entitled to be paid for a contribution to its overheads and profits in respect of the additional Goods at the same rate as included in the Price, and shall include a claim therefor in a Variation Offer.
- 7.4 On receiving a Variation Offer, as soon as reasonably practicable and in any event within 2 (two) Working Days of receipt, the Purchaser shall either:
- 7.4.1 accept the Variation Offer, in which case the Supplier's assessment of the effect of the Relevant Matter and/or Relevant Event (as applicable) on the matters referred to in clauses 7.1 and/or 7.2 shall become binding on the Parties; or

- 7.4.2 issue a notice of objection stating the reasons for the objection and the Purchaser's alternative assessment of the Relevant Matter and/or Relevant Event (as applicable) on the matters referred to in clauses 7.1 and/or 7.2, in which case the Parties shall meet and seek to agree the assessment within 10 (ten) Working Days of the notice of objection. In default of agreement, the dispute may be referred to dispute resolution.
- 7.5 If the Purchaser fails to respond to the Variation Offer within the period required under clause 7.4 then the Purchaser shall be deemed to have accepted the Variation Offer and clause shall apply as if the Variation Offer had been accepted by the Purchaser.
- 8. PRICE AND PAYMENT**
- 8.1 The price payable for the Goods by the Purchaser to the Supplier shall be the amount stated in the Agreement.
- 8.2 Unless otherwise agreed the Price may be increased to reflect increases in the cost to the Supplier due to any factor beyond its control by reason of the making or amendment after the date of the Offer/Quotation of any law or of any order, regulation, or bye-law having the force of law. The Supplier shall also be entitled to increase the Price after the date of the Offer/Quotation and before its acceptance by the Purchaser to reflect other factors beyond the Supplier's control (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture) and such increase shall reasonably reflect the costs incurred, provided always that the Supplier shall notify the Purchaser of any increase to the Price made pursuant to this clause. The Purchaser shall have a period of 5 days from the date of notification to object to the increase, in which case the Parties shall negotiate the increase to the Price in good faith. If the Supplier receives no objection in the 5 day period, it shall be deemed that the Purchaser has accepted the increase.
- 8.3 In the event that any payment from the Purchaser under the Agreement is not made by the final date for payment of such sum as determined in accordance with this Agreement then the Supplier may (without prejudice to any other right or remedy) suspend performance of any or all of its obligations under the Agreement upon giving the Purchaser 7 days' prior notice in writing of its intention to do so. The Scheduled Dates and the contractual time limits for completion by the Supplier of any work directly or indirectly affected by the exercise of this right shall be extended by such period as is fair and reasonable including the period during which performance is suspended in pursuance of, or in consequence of the exercise of the right conferred by this clause 8.3.
- 8.4 The Supplier's right to suspend performance in accordance with clause 8.3 shall cease on the date the Purchaser makes payment in full of the amount due together with a payment equal to the Supplier's loss and/or expense incurred as a result including its reasonable costs of demobilisation and remobilisation.
- 8.5 If the Purchaser fails to pay any sum payable under or in connection with the Agreement (including debt and/or damages) then the Supplier shall be entitled to recover the legal costs it incurs in bringing adjudication and/or court proceedings, with such costs being payable on an indemnity basis.
- 8.6 If the Supplier incurs extra cost between the date of the Agreement and the date of despatch of the Goods, or the date of completing any work, owing to delay in starting work or to suspension of the work due to the Purchaser's instructions or inadequacy or absence of instructions, rectification of errors in drawings or specifications prepared by the Purchaser, or other causes for which the Purchaser (or any other party employed, engaged or otherwise by the Purchaser) are responsible, that shall affect the performance of the Supplier's obligations under the Agreement, the Supplier shall be entitled to add the extra costs which the Supplier incurs to the Price.
- 8.7 Unless otherwise specified in the Offer/Quotation, the price for packing in accordance with the Supplier's current standards is not included in the Price.
- 8.8 If any samples submitted to the Purchaser are not returned to the Supplier within one month from the date of despatch, then the Purchaser shall pay to the Supplier the market value of the sample. The amount payable shall be stated in an invoice of the Supplier and shall be payable by the Purchaser in accordance with the Agreement. Both parties agree that the market value charged is chargeable due to the legitimate interest of the Supplier in protecting its Intellectual Property Rights included within or forming part of the sample.
- 8.9 The Offer/Quotation only includes such Goods, accessories and work specified within the offer/quotation. Any additional items shall be charged in addition.
- 8.10 Unless stated in the Offer/Quotation, all prices are given by the Supplier on an ex works basis, and where the Supplier agrees to deliver the Goods otherwise than to its premises, (unless specifically agreed by the Supplier in writing) the Purchaser shall be liable to pay the Supplier's charges for transport, packing and insurance.
- 8.11 The Price is exclusive of any applicable value added tax, duties, imposts or levies, which the Purchaser shall be additionally liable to pay to the Supplier.
- 8.12 The Purchaser shall not be permitted under any circumstances to delay payment of sums due under the Agreement due to a failure to obtain payment from a third party.
- 8.13 Subject to any special terms agreed in writing between the Purchaser and the Supplier, for Goods to be delivered within the United Kingdom, the Supplier may invoice the Purchaser for the price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Purchaser or the Purchaser wrongfully fails to take delivery of the Goods, in which event the Supplier shall be entitled to invoice the Purchaser for the price at any time after the Supplier has notified the Purchaser that the Goods are ready for collection or (as the case may be) the Supplier has tendered delivery of the Goods.
- 8.14 The Purchaser shall pay the Price and any other sums due to the Supplier within 30 days of the date of an invoice issued by the Supplier, and the Supplier shall be entitled to recover the Price, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Purchaser. The time for payment shall be of the essence. In the event of any disagreement with the invoice, the Purchaser shall communicate such disagreement within 10 working days of the invoice date. Payments shall not be delayed for eventual lack of payment from any other party. Receipts for payment will be issued only upon request.
- 8.15 Without prejudice to clause 8.3, if the Purchaser fails to make any payment on the due date then, without limiting any other right or remedy available to the Supplier, the Supplier may:
- 8.15.1 cancel the Agreement or suspend any further deliveries to the Purchaser;
- 8.15.2 revoke any credit facilities the Purchaser may have with the Supplier, and supply future goods on a cash only basis;
- 8.15.3 appropriate any payment made by the Purchaser to such of the Goods (or the goods supplied under any other Agreement between the Purchaser and the Supplier) as the Supplier may think fit (notwithstanding any purported appropriation by the Purchaser); and
- 8.15.4 in the case of overdue payment, the Supplier has the right to charge the interest set out by law on the overdue amounts. The Supplier may charge interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998 or any other applicable laws to the Purchaser on the amount overdue calculated on a daily basis at the statutory rate per annum until payment is made in full (a part of a month being treated as a full month for the purpose of calculating interest), whether before or after judgment, without prejudice to any other rights the Supplier may have.
- 8.16 All payments shall be strictly net and the Purchaser shall not be entitled to make any retention (unless such retention has been previously agreed in writing), set-off or counter claim against the sums due to the Supplier under the Agreement or any other Agreement between the Purchaser and the Supplier.
- 9. PAYMENT BY INSTALMENTS**
- 9.1 The dates for applications for payment or invoicing ("Invoice") of instalments of the Price shall be as per the Agreement or, in default of being specified, Invoices can be submitted in accordance with the Scheme, save that with regard to the final payment, an Invoice may be submitted within 7 days (rather than 30 days) of the completion of the work.
- 9.2 The Supplier shall submit to the Purchaser an Invoice for each instalment of the Price and any other sums due under the Agreement (including in respect of a Relevant Matter), together with any supporting documents that are reasonably necessary to check the Invoice. The Invoice and supporting documents (if any) shall specify the sum that the Supplier considers will become due on the payment due date, and the basis on which that sum is calculated.
- 9.3 When the Price is payable in instalments, each payment due date shall be the date of each Invoice.
- 9.4 No later than 5 (five) days after payment becomes due, the Purchaser shall notify the Supplier of the sum that the Purchaser considers to have been due at the payment due date in respect of the payment and the basis on which that sum is calculated (a "Payment Notice").
- 9.5 The final date for payment shall be 30 (thirty) days after the date on which payment becomes due. If a Payment Notice in Default is served in accordance with clause 9.6 below, the final date for payment shall be postponed by the number of days between the date on which a Payment Notice should have been issued and the date on which a Payment Notice in Default is issued.
- 9.6 Unless the Purchaser has served a valid Pay Less Notice, it shall pay the Supplier the Notified Sum on or before the final date for payment of each Invoice. The Notified Sum shall be either (i) the sum specified in the relevant Payment Notice; or (ii) if a Payment Notice has not been served, the sum referred to in the relevant Invoice referred to in paragraph 9.2; or (iii) the sum specified in a Payment Notice in Default. If no valid Invoice was submitted in accordance with clause 9.2 the Supplier may at any time serve a payment notice in default stating the amount that it considers to be due at the relevant due date and the basis upon which that sum is calculated (the "Payment Notice in Default").
- 9.7 Not less than 7 (seven) days before the final date for payment (the "prescribed period"), the Purchaser may give the Supplier notice that it intends to pay less than the Notified Sum (a "Pay Less Notice"). Any Pay Less Notice shall specify:
- (a) the sum that the Purchaser considers to be due on the date the pay less notice is served; and
- (b) the basis on which that sum is calculated.
- 9.8 If a valid Pay Less Notice is issued the sum payable shall be the amount specified therein.
- 9.9 The Agreement shall be deemed to be a relevant construction Agreement within the meaning of the Construction Act for all purposes including as to stage payments and adjudication even if but for this clause the Agreement would not be a construction Agreement or a relevant construction Agreement.
- 10. INSPECTION AND DEFECT RECTIFICATION AND WARRANTY**
- 10.1 The Purchaser shall inspect the Goods immediately on delivery and shall within 5 (five) days from such delivery give notice to the Supplier of any matter or thing by reason thereof the Purchaser may allege that there are Material Defects in the Goods. If the Purchaser fails to give such notice the Goods shall be conclusively presumed to be in all respects in accordance with the Specification and the Agreement and free from any defect which would be apparent on reasonable examination of the Goods and the Purchaser shall, as between the Purchaser and the Supplier, be deemed to have accepted the Goods accordingly.
- 10.2 Should a Material Defect be identified during the inspection carried out pursuant to clause 10.1, the Supplier shall rectify any Material Defect as soon as reasonably practicable.
- 10.3 Without prejudice to the Supplier's other obligations under clause 10.2, but subject to the terms of the Agreement, the Supplier shall unless otherwise agreed, at its own cost, make good any Material Defects in the Goods which are notified in writing by the Purchaser to the Supplier during the Standard Warranty Period or, if applicable, the Enhanced Warranty Period ("the Warranty").
- 10.4 The Warranty is subject to the following conditions such that the Supplier shall be entitled to refuse to rectify a Material Defect in the event of one or more of the following applying:
- 10.4.1 the Purchaser has previously employed a third party and/or used products from a manufacturer not approved by the Supplier to repair and/or service the Goods;
- 10.4.2 the Purchaser makes any further use of the relevant Goods after becoming aware of the relevant Material Defect;
- 10.4.3 the Purchaser has failed to make any payments due under the Agreement, including for the avoidance of doubt any payments of interest payable by the Purchaser;
- 10.4.4 the Material Defect arose because the Purchaser failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same and/or defects or deficiencies in the Goods were due to faulty handling of the Purchaser, improper storage by the Purchaser, incorrect erection, commissioning or mistakes in operation or maintenance, repair or interventions by persons other than the Supplier and without its prior authorisation;
- 10.4.5 the Material Defect arose as a result of the Supplier following any drawing, design or specification supplied by the Purchaser;
- 10.4.6 the Material Defect arose as a result of wilful or accidental damage, negligence, or abnormal storage or working conditions; or
- 10.4.7 the Goods have been modified without the Supplier's consent; or 10.4.7 the Purchaser has failed to provide all maintenance records for the defective Goods to allow the Supplier to assess a warranty claim; or
- 10.4.8 the Purchaser has failed to provide the Supplier with sufficient access to investigate and rectify the Material Defect; or
- 10.4.9 the Supplier is unable to procure any required replacement parts from any third party which are necessary to rectify any Material Defect.
- 10.5 Without prejudice to the conditions of the Warranty in clause 10.4, if the Agreement provides for the Enhanced Warranty Period to apply, then any claims made under the Warranty during the Enhanced Warranty Period shall only be honoured by the Supplier if the Purchaser has a planned maintenance agreement with the Supplier in place at the time that the Purchaser notifies the Supplier of the Material Defect.
- 10.6 If a Material Defect has been notified to the Supplier by the Purchaser and it has not been rectified within a reasonable period, the Purchaser may on giving 21 Working Days' prior written notice to the Supplier of its intention to do so, and if the Supplier fails to rectify the Material Defect during that 21 Working Days period, have that Material Defect rectified by a third party (provided always that the third party is approved by the Supplier) and the 10.1 reasonable and demonstrable costs of doing so shall be reimbursed by the Supplier.

11. RISK AND PROPERTY

- 11.1 Risk in the Goods, each Unit or other item of Goods shall pass to the Purchaser (so that the Purchaser is then responsible for all loss or deterioration of the Goods or for any damage occurring thereto):
- 11.1.1 In the case of Goods to be delivered to the Supplier's works premises, at the time when the Supplier notifies the Purchaser that the Goods are available for collection;
Or
- 11.1.2 In the case of Goods to be delivered to a location otherwise than the Supplier's works premises, from the date of delivery of the Goods, each Unit or item of Goods to Site, provided always that the Supplier shall be liable for any damage caused to the Goods through its negligence.
- 11.2 Title in the Goods shall not pass to the Purchaser until payment in full has been made for all sums due to the Supplier under the Agreement for the Goods and all other goods agreed to be sold by the Supplier to the Purchaser for which payment is then due. If any of the Goods is incorporated in or used as material for other goods before payment to the Supplier, the property in the whole of those goods shall be and remain with the Supplier until payment shall have been received or the other goods have been sold and all the Supplier's rights under the Agreement in the material shall extend to those other goods. The Supplier's rights to the material and/or the other goods is recognised in the Agreement and it is the intention of both parties that ownership of that material and/or goods shall vest in the Supplier.
- 11.3 Until such time as the title in the Goods passes to the Purchaser, the Purchaser shall hold the Goods as the Supplier's fiduciary agent and bailee, and shall keep the Goods separate from the Purchaser's own goods and those of any third parties and, at the Purchaser's own cost, keep them properly stored, protected and insured and identified as the Supplier's property and the Purchaser shall not remove obscure or tamper with any identifying marks on the Goods, but the Purchaser may resell or use the Goods in the ordinary course of the Purchaser's business.
- 11.4 Until such time as the title in the Goods passes to the Purchaser (and provided the Goods are still in existence), the Supplier may at any time require the Purchaser to deliver up the Goods to the Supplier or the Supplier's agents and, if the Purchaser fail to do so forthwith, enter on any of the Purchaser's premises or the premises of any third party where the Goods are stored and repossess the Goods. Repossession of the Goods shall include detachment of the Goods from any other goods to which they may have been attached where such detachment can be achieved without damage to the other goods.
- 11.5 The Purchaser shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods, which remain the Supplier's property, but if the Purchaser do so all moneys owing by the Purchaser to the Supplier shall (without limiting any other right or remedy the Supplier may have) become immediately due and payable.
- 11.6 The Supplier will have the right to maintain an action against the Purchaser for any unpaid element of the Price for the Goods irrespective of whether property in the same has passed to the Purchaser.

12. CONSENTS

Unless otherwise agreed between the Parties, the Purchaser shall be responsible for procuring all necessary consents, permissions or other authorisations required to enable the Purchaser to construct the Project and to permit the Supplier to deliver and (if applicable) install the Goods and perform its obligations under the Agreement, save in respect of any relevant import and export licences for the Goods which shall be procured by the Supplier.

13. DESIGN

- 13.1 The Supplier shall only be responsible for the design of the Goods (excluding any Purchaser Design) where the Goods are manufactured and supplied by the Supplier and where the Supplier has been contracted to provide design services.
- 13.2 The Purchaser shall be responsible for the Purchaser Design.
- 13.3 The Supplier warrants that the design of the Goods and any design information provided by the Supplier in relation thereto has been carried out and prepared using reasonable skill and care.
- 13.4 The Supplier shall not by any act or omission be considered to have accepted the Purchaser's Design as being suitable for the Purchaser's requirements, nor shall the Supplier take responsibility for the adequacy or otherwise of the Purchaser's Design or the consequences of any deficiency therein including any delay, costs or defects that arise as a result.

14. NOTIFICATIONS

The Purchaser shall not modify the Goods at any time without the prior knowledge and written consent of the Supplier. If the Supplier consents to such modification, the modification shall be entirely at the Purchaser's risk and the Supplier's consent shall not be deemed to be an approval or endorsement of the proposed modifications nor does the Supplier warrant that the proposed modifications will not be detrimental to the Goods or the Project.

15. COMPLIANCE WITH POLICIES

The Purchaser shall comply with the Supplier's policies (as may be varied from time to time) which shall be provided to the Supplier by the Purchaser and shall including policies in relation to Health, Safety and the Environment.

16. INTELLECTUAL PROPERTY

- 16.1 As between the Parties, the Supplier agrees that all copyright, design rights, patents and other forms of intellectual property rights in the Purchaser Design as contained in any drawings, plans, specifications and other data created by or for the Purchaser and supplied by or on behalf of the Purchaser to the Supplier shall at all times be and remain the exclusive property of the Purchaser. The Supplier shall have, and is hereby granted free of charge, a perpetual, non-exclusive right to use such copyright and other intellectual property rights solely for the purpose of and in connection with the performance of its obligations under the Agreement.
- 16.2 The Purchaser shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit loss of reputation and all interest, penalties and legal costs (calculated on an indemnity basis) and all other professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with any claim against the Supplier for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the use of the Purchaser's Design.
- 16.3 If a claim is made against the Purchaser that the Goods infringe or that their use or resale infringes the patent, copyright, design, trademark or other industrial or intellectual property rights of any other person, then unless the claim arises from:
- 16.3.1 the use of a drawing, design, instruction or specification supplied by the Purchaser;
- 16.3.2 the use of a part or material supplied by the Purchaser or use of such parts or materials in a manner or for a purpose instructed by the Purchaser;
- 16.3.3 use of the Goods in another country not specified or disclosed to the Supplier, the Supplier shall indemnify the Purchaser against all reasonable loss, damages, costs and expenses awarded against or incurred by the Purchaser in connection with the claim, or paid or reasonably agreed to be paid by the Purchaser in settlement of the claim, provided that:

- (a) the Purchaser gives the Supplier notice in writing of the claim or threatened action as soon as the Purchaser become aware of it;
- (b) the Supplier is given full control of any proceedings or negotiations in connection with the claim;
- (c) the Purchaser gives the Supplier all reasonable assistance for the purposes of any such proceedings or negotiations;
- (d) except pursuant to a final award, the Purchaser shall not pay or accept the claim, or compromise any such proceedings without the Supplier's consent (which shall not be unreasonably withheld);
- (e) the Purchaser shall do nothing which would or might vitiate any policy of insurance or insurance cover which the Purchaser may have in relation to such infringement, and this indemnity shall not apply to the extent that the Purchaser recover any sums under any such policy or cover (which the Purchaser shall use its best endeavours to do);
- (f) the Supplier shall be entitled to the benefit of, and the Purchaser shall accordingly account to the Supplier for, all damages and costs (if any) awarded in the Purchaser's favour, which are payable by, or agreed with the Purchaser's consent (which consent shall not be unreasonably withheld) to be paid by, any other party in respect of any such claim; and
- (g) without limiting any duty the Purchaser have at common law, the Supplier may require the Purchaser to take such steps as the Supplier may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which the Supplier is liable to indemnify the Purchaser under this clause.

- 16.4 The Purchaser warrants that any design, specification or instruction supplied by the Purchaser shall not cause the Supplier to infringe the patent, copyright, design, trademark or other industrial or intellectual property rights of any other person.

- 16.5 The title to and all intellectual property rights in respect of any improvement, development or enhancement ("Improvement") made, developed or acquired by either party shall belong to that party, but the Supplier may use any Improvement, which is made, developed or acquired by the Purchaser, and any applicable intellectual property the Purchaser may have in such Improvements, for the Supplier's own purposes by way of a non-exclusive, royalty free licence without limit of time.

- 16.6 As between the Parties, the Purchaser agrees that all copyright, design rights, patents and other forms of intellectual property rights in the Goods including all drawings, method statements, plans, specifications and data concerning the same, shall at all times be and remain the exclusive property of the Supplier and no rights, interest or licence in respect thereof is given to the Purchaser for any purpose.

17. CONFIDENTIALITY

- 17.1 Each Party shall keep in strict confidence all technical and commercial know how, specifications, processes, or initiatives which are of a confidential nature and have been disclosed to such Party (the "Receiving Party") by the other Party (the "Disclosing Party") or its agents and any other confidential information concerning the Disclosing Party's business or its products which the Receiving Party may obtain from the Disclosing Party or its agents.
- 17.2 The Receiving Party shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Receiving Party's obligations to the Disclosing Party and shall use reasonable endeavours to ensure that such employees, agents and sub-contractors are subject to like obligations of confidentiality as bind the Receiving Party.

18. SUB-CONTRACTING

The Supplier shall be entitled to carry out its obligations under the Agreement through any agents or sub-contractors appointed by it in its absolute discretion.

19. FORCE MAJEURE

- 19.1 For so long as such circumstances prevail, neither Party shall be liable for any failure, suspension, or delay in the performance of its obligations under the Agreement to the extent that such failure or delay is caused by a Force Majeure Event.
- 19.2 If a Force Majeure Event continues for a period of more than 60 days, then the Supplier may terminate the Agreement by giving 30 days written notice to that effect.
- 19.3 All delivery dates are mere non-binding estimates and subject to the express condition that there are no specific impediments due to or associated with the Corona Pandemic after contract conclusion. At the present time it is not possible to predict the implications of the Corona Pandemic on the supply chain and FläktGroup bears no responsibility for not meeting estimated delivery dates.

20. DISPUTES

The Parties shall have the right to refer any dispute to adjudication in accordance with the TeCSA Adjudication Rules (but subject to clause 8.5 with regard to legal costs) at any time, and the adjudicator's decision shall be binding until the dispute is finally resolved by agreement or litigation. For disputes the Parties shall use their reasonable endeavours to amicably resolve the matter by discussion on a good faith basis. If within 30 days of receiving written notice of the dispute, the Parties fail to reach amicable settlement, then either Party may, at its discretion, refer the dispute to arbitration. The arbitration proceedings shall be held in London, England, and the language of the arbitration shall be in English. The arbitration agreement shall be governed by English Law.

21. LIMITATIONS ON LIABILITY

- 21.1 Subject always to clauses 21.2, 21.3 and 21.4, the Supplier's liability shall be limited as follows: -
- 21.1.1 in respect of any delay in delivery and/or installation (if applicable) the Supplier's liability shall be limited to the liquidated damages (if any) payable in accordance with clause 5.7.2(b);
- 21.1.2 in respect of any Material Defect the Supplier's liability shall be limited to the reasonable and demonstrable costs which the Purchaser may incur in rectifying any Material Defect, but only where the Supplier fails to comply with its obligations in respect of the rectification of the Material Defect including under the Warranty as detailed in clause 10;
- 21.1.3 in respect of any liability for damages arising out of the Purchaser's lawful termination of the Agreement due to the Supplier's repudiatory breach, the Supplier's liability shall be limited to the reasonable extra over costs which the Purchaser incurs in completing the performance of any outstanding obligations which the Supplier would have had but for the termination of the Agreement;
- 21.1.4 in respect of any other liabilities for breach of Agreement, any tort (including negligence) or any other civil wrong, the Supplier shall only be liable to the Purchaser for any direct loss reasonably incurred by the Purchaser.
- 21.2 Subject to clauses 21.3 and 21.4 but otherwise notwithstanding any other provision of the Agreement, under no circumstances shall the Supplier be liable to the Purchaser in damages for loss of profit, loss of income, loss of revenue, loss of goodwill, loss of anticipated savings, loss,

corruption or unavailability of data, loss of opportunity or losses calculated by reference to profits, income, business, revenue, goodwill, anticipated savings, data or opportunity (in all cases whether direct or indirect), losses incurred under any Agreement with a third party, or for any indirect or consequential loss of any kind whatsoever which the Purchaser may suffer or incur by reason of any act, omission, neglect or default (including negligence) of the Supplier under or in connection with the Agreement;

- 21.3 Subject to clause 21.4 but otherwise notwithstanding any other provisions the Agreement, the Supplier's total liability in the aggregate to the Purchaser under or in connection with the Agreement shall not exceed a sum equivalent to 10% of the Price at the time the Agreement was formed.
- 21.4 Nothing in the Agreement shall limit or exclude the Supplier's liability for:-
- 21.4.1 death or personal injury resulting from negligence;
 - 21.4.2 fraud or fraudulent misrepresentation; or
 - 21.4.3 breach of the terms implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; or
 - 21.4.4 breach of Section 2 of the Consumer Protection Act 1987; or
 - 21.4.5 any other liability which cannot be limited or excluded by the applicable law.

22. TERMINATION

- 22.1 The Supplier may terminate the Agreement following a breach by the Purchaser of any of the terms of the Agreement by giving not less than 7 Working Days' written notice.
- 22.2 In the event that the Purchaser:
- 22.2.1 becomes insolvent as defined in the Construction Act;
 - 22.2.2 makes a voluntary arrangement with the Purchaser's creditors or (being an individual or firm) become bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction);
 - 22.2.3 an encumbrancer takes possession, or a receiver is appointed, of any of the Purchaser's property or assets;
 - 22.2.4 the Purchaser cease, or threaten to cease, to carry on business;
 - 22.2.5 the Supplier reasonably believes that any of the events mentioned above is about to occur in relation to the Purchaser and notify the Purchaser accordingly; or
 - 22.2.6 the Purchaser fail to make any payment due to the Supplier, whether under the Agreement or any other Agreement, on the due date, the Supplier may terminate the Agreement immediately on written notice to the Purchaser.
- 22.3 If any of the events stated in this clause 22 occur, without limiting any other right or remedy available to the Supplier, the Supplier may terminate the Agreement or suspend any further deliveries under the Agreement without any liability to the Purchaser, and:
- 22.3.1 if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary; or
 - 22.3.2 if the Goods have not been delivered then the Supplier shall be entitled to deal with the Goods in accordance with clause 5.3.1 or 5.3.2.
- 22.4 Termination of the Agreement shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Agreement that existed at or before the date of termination.
- 22.5 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

23. DATA PROTECTION

Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 23 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

24. NOTICE

- 24.1 Any notice or other communication given to a party under or in connection with the Agreement shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or email.
- 24.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in the Agreement; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Working Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Working Day after transmission.
- 24.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

25. GROUP OF COMPANIES

- 25.1 The Supplier is a member of a group of companies and accordingly the Supplier may perform any of its obligations or exercise any of its rights under the Agreement by itself or through any other member of the group it is a part of, provided that any act or omission of any such other member shall be deemed to be the act or omission of the Supplier. The Supplier also reserves the right to sub-contract the fulfilment of all or any part of the Agreement also provided that any act or omission of any such sub-contractor shall be deemed to be the act or omission of the Supplier.

26. EXPORT TERMS

- 26.1 Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in the Agreement, but if there is any conflict between the provisions of Incoterms and the Agreement, the latter shall prevail.
- 26.2 Where the Goods are supplied for export from the United Kingdom, the provisions of this clause 26 shall (subject to any special terms agreed in writing between the Parties) apply notwithstanding any other provision of the Agreement.
- 26.3 The Purchaser shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties on them.
- 26.4 Unless otherwise agreed in writing between the Purchaser and the Supplier, the Goods shall be delivered either (1) For FläktGroup UK Ltd Agreements: F.C.A. (Incoterm), or (2) For Fläkt Woods Ltd Agreements: F.C.A Axial Way, Colchester, Essex, CO4 5ZD (Incoterm) and the Supplier shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.
- 26.5 The Purchaser shall be responsible for arranging for testing and inspection of the Goods at the Supplier's premises before shipment. The Supplier shall have no liability (including for negligence or breach of any statutory implied conditions) for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit to the extent permitted by law.
- 26.6 Payment of all amounts due to the Supplier under the Agreement shall be made on presentation of the shipping documents and the Supplier's invoice(s) to the Purchaser's designated agent in the

United Kingdom. If the Supplier is unable to deliver the Goods when ready, as a result of the Purchaser's or the Purchaser's agent's instructions or lack of instructions, payment shall be due in full upon presentation of the invoice(s) to the Purchaser's designated agent with written notification that the Goods are ready for despatch.

- 26.7 The Purchaser shall not offer the Goods for resale in any country notified by the Supplier to the Purchaser at or before the time the date of the Agreement, or sell the Goods to any person if the Purchaser or any officer, employee or otherwise knows or has reason to believe that that person intends to resell the Goods in any such country.

27. FURTHER ASSURANCE

Each Party shall from time to time upon the request of the other Party, execute any additional documents and do any other acts or things which may reasonably be required to implement the provisions or for the purpose of the Agreement.

28. SEVERANCE

If any provision of the Agreement is prohibited by law or judged to be unlawful or otherwise void and cannot be modified to give effect to the intentions of the Parties, the provision shall be ineffective to the extent of such invalidity or unenforceability and shall, to the extent required, be severed from the Agreement (as far as possible without modifying the remaining provisions of the Agreement) without affecting the validity or enforcement of the remaining provisions of the Agreement.

29. ASSIGNMENT AND THIRD-PARTY RIGHTS

- 29.1 The Purchaser shall not assign, sub-contract or otherwise transfer all or any of its rights, interests or obligations under the Agreement without the prior written consent of the Supplier. Any or all of the Supplier's right or obligations under the Agreement may be assigned, transferred or sub-contracted by the Supplier.
- 29.2 The Parties to the Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

30. ENTIRE AGREEMENT AND GOVERNING LAW

- 30.1 The Agreement, together with the documents referred to in it, constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels and nullifies any previous agreement between the Parties relating to such matters notwithstanding the terms of any previous agreement or arrangement expressed to survive termination.
- 30.2 Unless otherwise agreed in writing by both Parties the terms and conditions of the Supplier herein are the only terms and conditions upon which the Purchaser shall purchase the Goods to the exclusion of all other terms and conditions;
- 30.3 Implied terms, conditions or warranties whether under the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982 or otherwise are excluded to the fullest extent permitted by law.
- 30.4 The Purchaser acknowledges and agrees that in entering into the Agreement, and the documents referred to in it, it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether Party to the Agreement or not) other than as expressly set out in the Agreement.
- 30.5 The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
- 30.6 Subject to clause 20 each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.