ROURKE ENVIRONMENTAL SERVICES LIMITED

Air Conditioning and Ventilation Services

3o Wakeling Road, Denton, Manchester, M34 6ES

Tel: *0161 337 9798* ***Email:*** *admin@resaircon.co.uk*

Web: *www.resaircon.co.uk* ***Company Reg No.*** *5499187*

"Positive Climate Solutions"

Quote Reference: QUO/SB/609-IN **Date: 24.05.2019**

Site: Orange Grove - Fallowfield

Dear Syed,

Thank-you for the much-valued opportunity to tender for the Air Conditioning requirements at the above site. I have pleasure in submitting my proposal which is based on the information you have provided and our discussions, enabling me to apply a suitable design to provide a sustained internal environment for occupant's comfort levels.

PROPOSAL

For this proposal, I have provided a cost to supply, install and commission 1 x 14Kw Mitsubishi Electric twin split system or 1 x 20Kw Mitsubishi Electric twin split system. The equipment will comprise of 2 x internal ceiling mounted 4-way blow cassettes for both options, served by 1 x external condensing unit to be located above the rear entrance.

EQUIPMENT SCHEDULE

ITEM	TYPE	MODEL	NO
Condensing Unit	**Inverter**	**PUHZ-P200YKA3**	**1**
Fan Coil	**4-Way Cassette**	**PLA-M100EA**	**2**
Or			
Condensing Unit	**Inverter**	**PUHZ-M140YKA**	**1**
Fan Coil	**4-Way Cassette**	**PLA-M71EA**	**2**

STANDARDS

All pipe work shall be refrigeration copper to BS 2871 Part 2. Upon completion of the pipe work installation the system will be pressure tested to manufacturer's recommendations. After the pressure testing is proved, the system will be evacuated, and then charged with the required amount of refrigerant as per the manufacturers' specifications. All condensate removal requirements will be by either gravity method and installed in ABS-PVC drainpipe or by means of a mechanical condensate pump. The termination point for all condensate lines will be agreed prior to the commencement of work.

ELECTRICAL AND CONTROL REQUIREMENTS

The mains electrical supply shall be installed by the client's electrical contractor and RES Ltd will supply the electrical load requirements for the applicable equipment. The Air Conditioning systems will incorporate their own dedicated controllers.

INCLUSIONS

The supply of all equipment, materials and labour is included in this proposal to fulfil the criteria above including all commissioning and testing requirements. All labour allowances have been based on operating between the hours of 7am and 7pm Monday to Friday and no allowance has been made for operations outside these hours. However, a premium can be included to allow for operating outside the above hours upon request.

EXCLUSIONS

Any out of hours work or any equipment or items not documented in this proposal are therefore not included. The electrical requirements are excluded from this proposal.

WARRANTY

A full manufacturer's parts warranty is available with this offer, which we will initially honour with a 12-month defects labour period. This warranty period will run from date of commissioning of the equipment and is subject to regular planned, preventative maintenance (PPM) of the equipment during our defects period, which not only validates the manufacturers' warranty period but also improves the efficiency and operation of the equipment.

R.A.M.S.

Risk assessments and method statements will be made available and provided in electronic format prior to the commencement of work if requested.

INSURANCES

Our current insurance cover is as follows

Public Liability	£10,000,000
Employees Liability	£10,000,000

COST

Our costs for the above are as follows:

£5850 net – Utilising The 14Kw System
£7100 net – Utilising The 20Kw System

PAYMENT TERMS

Our payment terms are 30 days net from date of invoice and we accept company cheque or digital transfer.

REVISIONS AND EXTRAS

RES Ltd will not commence any revised or additional works until authorised to do so by the client and a variation to the order agreed.

LEAD IN TIME

To Be Confirmed

We trust the above is to your satisfaction and look forward to receiving your further instructions in the near future.

Yours sincerely,

Keith Higgins

Director

For and on behalf of Rourke Environmental Services Ltd

ROURKE ENVIRONMENTAL SERVICES LTD

CONTRACT OF SALE

1. **General** These conditions shall govern any sales of goods or services by the company to the exclusion of any other terms and conditions except such as approved in writing by the Managing Director of the company. Any waiver shall not prejudice the company's rights in respect of subsequent breach. Quotations are valid for only 28 days and orders placed thereon are subject to our written acceptance of it and will not be accepted by verbal agreements, understandings or representations incorporated or referred to by you whether in the order or in any earlier negotiations.

2. **Price we** reserve the right to modify our price to cover contingencies arising through site conditions which are not ascertainable prior to the commencement of work. The price is based on the cost of materials, labour, packing, transport, insurance and overhead expenses ruling at the date of contract. If between that date and the termination of the work variations either by rise or fall occurs in these costs then the price may at our opinion be amended to provide for these variations. The customer except upon such terms as will indemnify us against any actual or anticipated loss cannot cancel orders accepted by us. Prices are exclusive of VAT or other tax, tariff or charge, arising in the UK or elsewhere.

3. **Delivery Any** time quoted for dispatch is to date from receipt by the company of a written order to proceed and of all necessary information and drawings to enable it to put the work in hand. The company will use it's best endeavors to dispatch on the date given but will accept no liability for failure to do so. Delivery will take place by any method of transport at our option unless agreed prior to. Goods completed in accordance with the contract, which are not accepted within fifteen days after our notification that they are ready to dispatch, can, at our option, incur a storage rental charge. The cost to us of any delay at the time of delivery in obtaining clear access for the final positioning of goods, can, at our option, be charged as an extra. If at no fault of ours goods are not accepted when delivered in accordance with your instructions, the cost involved in making other arrangements can, at our option, be charged for as an extra. The goods shall be at your own risk as of time of delivery.

4. **Partial Deliveries we** shall be entitled to make partial deliveries, which shall be paid for within the time stated in the contract. If in our opinion the credit rating and/or financial standing of the buyer is unsatisfactory or become unsatisfactory, we may refuse to deliver the goods then undelivered until full payment has been received or security for such payment satisfactory to us has been provided.

5. **Damage in transit** No claim for damage of goods in transit will be considered by us unless received within 7-days of delivery and in writing.

6. **Payment Within** the UK payment shall be made net, and without set-off or retentions unless agreed prior, so as to be received on or before the 30 days from date of invoice. The company shall be entitled to charge simple interest on overdue accounts at a rate of 0.05% per day.

7. **Description etc All** descriptive specifications, drawings and particulars of weights and dimensions are approximate only and the descriptions and illustrations contained in the company's catalogue, web-site, price lists and other advertising matter are intended merely to present a general idea of the goods described therein and none of these shall form part of the contract. The company reserves the right to modify without notice the designs and specifications for and the materials used in its products.

8. **Passing of title The** company and the customer expressly agree that until the company has been paid in full in this or any other sale contract between them any goods comprised in this contract remain the property of the company, although the risk therein passes to the customer.

9**. Indemnity** The buyer shall indemnify the seller against any claims in respect of any loss, injury or damage sustained by a third party arising from the sale of goods to the buyer howsoever and also against all actions, proceedings, costs, claims, demands and expenses made, brought or claimed against the seller in respect of the infringement of any patent, trademark, registered design or similar right arising from the manufacture or supply of any goods or the doing of any work or the use of any article or materials by the seller to the design or specification or upon the instruction or order of the buyer.

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10. **Force Majeure** Performance of the contract may be suspended in the event of any strike, lockout, trade dispute, fire, tempest, breakdown, accident, riot, theft, crime, civil disturbance, war, force majeure or any other occurrence preventing or retarding the execution of the contract and no responsibility shall attach to us for any default, delay, loss or damage to any of the above causes or to any other cause above our control in the event of a suspension of the contract for any reason, we reserve the right to complete the contract after the cause of the suspension has been removed.

11**. Work on site If** the contract includes either work or supervision on site

a) The necessary fuel, water, lighting, power and storage accommodation required by the company shall be provided by the customer at his own cost; and

b) The customer warrants that the site is safe for the works and the foundations and structures are suitable for any plant or machinery to be installed.

12. **Agents The** authority of our agents, distributors, salesman and sales representatives is strictly limited to the solicitation of orders. They have no authority to bind us in any manner whatsoever.

13. **Performance Any** such performance figures given by us are based upon experience and are as such as we expect to obtain under normal test conditions. We cannot accept liability for such figures when the actual working conditions are not in accordance with or are more severe than normal test conditions.

14. **Additional cost** Should we incur additional cost due to your instruction or lack of instruction resulting in delays, overtime, interruptions, unusual hours, mistakes, or work for which we have not priced, such additional costs as well as the cost incurred of keeping our employees on site after the completion of the contract shall be added to the contract price.

15. **Direct, Indirect or Consequential Loss or Damage Except** as provided in S.2 of the Unfair Contract Terms Act 1977 (Liability for death or personal injury resulting from negligence), the company accepts no responsibility in any circumstances for any direct, indirect or consequential loss or damage, howsoever arising, which the customer may sustain in connection with goods supplied, whether such goods are of the company's own manufacturer or not.

16. **Copyright** The copyright in any specification and drawings and rights in any designs prepared by the Company shall remain at all times the property of the Company.

17. Save as provided by these Conditions of Sale and save for the sellers implied undertakings as to title etc. Containing in S.12 of the Sale of Goods Act 1983, all warranties and conditions expressed or implied, statutory or otherwise and, except as provided in S.2 of the Unfair Contract Terms Act 1977(liability of death or personal injury resulting from negligence), all other obligations and liabilities whatsoever of the company whether in contract or in tort or otherwise are excluded.

18. **Legal Construction Law The** contract shall be subject to and interpreted in accordance with English law.

In accepting the above proposal you are agreeing to enter into and abide by the above terms of sale.

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