

**Validair Monitoring Solutions Limited**  
**Service Care Contract Terms and Conditions**

**1. Formation of the Purchase Agreement**

A Purchase Agreement between the parties shall only be formed when VMSL accepts any Order, instruction, or letter of intent from the Purchaser in writing. A written acceptance by VMSL shall constitute an unequivocal agreement by both parties to be bound by these terms and conditions.

**2. Definitions**

The following words and phrases shall have the meanings set out below unless the context or specific clauses in this purchase agreement provide otherwise:

<b>Word or phrase</b>	<b>Meaning</b>
'Adjudicator'	the person appointed by the Confederation of Construction Specialists in accordance with clause 25 of these terms and conditions.
'Due Date for Payment'	the date on which VMSL's entitlement to payment becomes due under the contract.
'Final Date for Payment'	the date on which payment must be made by the Purchaser to VMSL.
'Purchaser'	the company, firm, or person whose Order, instruction or letter of intent has been accepted by VMSL in writing.
'VMSL'	Validair Monitoring Solutions Limited.
'Purchase Agreement documents'	VMSL quotation, including system drawings approved by the Purchaser in writing, and/or specification and any Order, instruction or letter of intent that has been accepted in writing by VMSL and these terms and conditions.
'The Works'	the service and calibration of any Environmental Monitoring System and equipment all as described in the VMSL quotation documents together with any variations made in accordance with these terms and conditions.
'Support Services'	installations, work, services, facilities, materials, and equipment to be provided by the client to facilitate VMSL being able to perform the correct delivery of the works.
'WEEE'	Waste electrical and electronic equipment as defined in the WEEE Regulations
'WEEE Regulations'	The Waste Electrical and Electronic Regulations 2006 (SI 2006/3289)

**3. Equipment Locations**

It is the responsibility of the Purchaser to Provide VMSL (free of charge) with accurate drawings detailing the location of all equipment included in the service contract.

If the Purchaser's drawings are inaccurate and such inaccuracy causes a delay to VMSL or results in additional works required by VMSL to properly deliver the works, VMSL shall be entitled to an extension of time under clause 21 and to loss and expense and/or damages under clause 20.

**4. The Purchasers' Obligations**

- The Purchaser shall always act in a fair and reasonable manner towards VMSL.
- The end user client shall appoint a system owner who will be the point of contact for the end user client team.
- The Purchaser shall provide VMSL with free, uninterrupted, and safe access to enable VMSL to carry out the works which shall also form the basis of a Schedule setting out the support services to be undertaken by the Purchaser prior to the commencement of the works by VMSL.
- Sensors, probes and detectors in fridges, incubators, mini-incubators, and similar equipment will be placed in free space, away from sides/top/bottom, corners, shelf supports, inner flanges, hinges etc. The customer should be aware this may utilise space required for product/samples but results in most accurate readings. VMSL cannot support or troubleshoot readings where sensors, probes or detectors have been moved to unrepresentative locations within equipment.
- Where sensors, probes or detectors are damaged by mishandling, inappropriate cleaning, impact from product or related storage equipment or any other such misuse, replacement, recalibration, and revalidation will be at additional cost.
- VMSL can take no responsibility for discrepancies between the results recorded on the VMSL display to that shown on the client equipment display.
- Calibration accuracy will be in accordance with VMSL standard calibration SOPs, copies available upon written request, and which are valid at the time of issue and may be subject to change without notice. Customers should be familiar with the concept of accumulated errors and devices/systems' natural tendency to deviate due to unavoidable physical factors and variations, i.e. accuracy is not absolute but a function of real world dynamic physical factors. Also, accuracy and calibration at a given point in time are for that time only, and subject to subsequent deviation over time.
- The Purchaser shall ensure that the area for the performance of the works is safe and free from any hazardous contamination sources including any installed asbestos products and shall certify in writing that the area is safe prior to the commencement of the works by VMSL.
- The Purchaser shall ensure that any installed equipment is safe from any hazardous contamination sources and shall certify in writing that the equipment is safe prior to removal from the facility either by VMSL personnel or by the Purchasers personnel.
- The Purchaser shall ensure that any equipment returned to VMSL is safe from any hazardous contamination sources and shall certify in writing that the equipment is safe prior to return of that equipment. The certificate shall be sent via fax or email prior to despatch to VMSL and shall also be attached to the outside of any packing containing an item of returned equipment.
- The Purchaser is responsible for replacement of any ancillary component that is deemed obsolete due to modification or upgrade by the manufacturer.
- The Purchaser shall not commit any act that causes its Sub-Contractor to be in breach of a contract with any Sub-Sub-Contractor.
- The Purchaser shall carry out all support services necessary for the proper delivery of the works in a good and workmanlike manner using materials of a satisfactory quality. The Purchaser shall provide free of charge to VMSL all reasonable and necessary support services to enable VMSL to complete the works on site in addition to any specific attendances and facilities set out in the purchase agreement.
- If VMSL has not had the opportunity to inspect the site and the site logistics have not been identified at the time of the VMSL quotation the following criteria is assumed and shall be included in the quotation price. Support services shall include but not be limited to the following general items:
  - Site Contact
  - Delivery receipt, unloading and safe/secure storage
  - Car parking on site free of charge
  - Toilet and canteen facility
  - First aider and first aid facility
  - Fax and photocopy machine for occasional use only
  - Safe and secure storage facilities
  - Waste disposal facilities
  - Safe access to the areas of the work activities
  - Site induction and emergency procedures
  - Any required access or lifting equipment to complete the work properly and safely
  - Safe access above suspended ceilings
  - Safe access to all structural areas through which VMSL would need to pass
  - Permanent and adequate lighting
  - Permanent and adequate site power
- The client will ensure that safe access for the VMSL ongoing service, calibration and maintenance is incorporated into the facility design and layout in accordance with CDM regulations.
- The client will manage and control all system and services isolations required to allow the correct delivery of the works by VMSL.
- If uninterrupted and continuous access is not granted to VMSL during VMSL's attendance at site during the conduct of the works, then delays for said interrupted access shall be charged at the prevailing rate per man hour of delay or waiting. Such delay which causes operations to not be completed by the end of normal working hours, 5pm, may result in return the following working day, subject to availability of resources, charged at the prevailing rate per man day. Constant ongoing record or notification by VMSL of such delay may not be practical so may be notified in retrospect at time of invoice.

**5. Abortive Visit**

If the client has instructed VMSL to attend site and perform the works and it is found that the site is not ready for VMSL to perform and complete the works resulting in either an abortive visit or the need for a return visit, then VMSL will charge the Purchaser additional costs at the appropriate rates.

**6. VMSL's Obligations**

VMSL shall carry out and complete the works in accordance with the purchase agreement in a good and workmanlike manner using materials up to the standard required by the purchase agreement and of a satisfactory quality.

VMSL shall always act in a fair and reasonable manner towards the Purchaser.

**7. Commencement**

The commencement of the service contract for the Environmental Monitoring System is subject to the complete performance of the following conditions precedent:

Receipt by VMSL of payment as detailed in the quotation price and payment terms. VMSL shall not commit resources or procure any materials before payment is received as cleared funds.

Thereafter, VMSL will commence the service contract and the Purchaser shall pay VMSL in accordance with the agreed payment terms.

All visits will be arranged via planning schedule and agreed with the client point of contact.

Service engineers will visit the site at pre-determined intervals, in line with the pre-agreed work schedule.

**8. Storage of materials on site**

Any materials required for the works that are held in storage by the Purchaser and are found to be damaged shall be notified to the Purchaser. If upon further inspection the damaged item is considered not usable it shall be replaced by VMSL and additional costs for the replacement materials will be charged accordingly.

**9. WEEE B2B Financing Obligations**

The Customer shall:

- be responsible for financing the collection, treatment, recovery, and environmentally sound disposal of:
  - all WEEE arising or deriving from the Products; and
  - all WEEE arising or deriving from products placed on the market prior to 13 August 2005 where such products are to be replaced by the Products and the Products are of an equivalent type or are fulfilling the same function as that of such products.
    - comply with all additional obligations placed upon the Customer by the WEEE Regulations by virtue of the Customer accepting the responsibility set out here; and
    - provide the Seller's WEEE compliance scheme operator with such data, documents, information, and other assistance as such scheme operator may from time to time reasonably require enabling such operator to satisfy the obligations assumed by it because of the Seller's membership of the operator's compliance scheme.

The Customer shall be responsible for all costs and expenses arising from and relating to its obligations under WEEE.

Further information in respect of the arrangements set out here can be found at [www.electrolink.eu.com](http://www.electrolink.eu.com) by clicking on the 'WEEE FINAL USERS' button and quoting WEEE registration number [WEE/FE2806UU] where prompted.

**10. The Contract Price and Price Adjustment**

The lump sum price set out in the quotation shall not be subject to fluctuations for a period of 90 days from the date of the quotation.

**11. Payment**

The Purchaser shall pay VMSL the contract price without any deductions or set-off.

The Final Date for Payment of all payments shall be no more than 12 calendar days from the Due Dates for Payment.

VAT, where applicable, will be added to the contract price at the prevailing rate.

No retention will be deducted from the contract price, or any other sum due and payable under the contract.

VMSL will charge the Purchaser interest on all late payments in accordance with the late Payment of Commercial Debts (interest) Act 1998.

The Purchaser is not entitled to deduct any discount unless the same appears within the purchase agreement.

**12. Suspension**

If any payment has not been received in full by VMSL by the Final Date for Payment, then:

VMSL may serve a notice of intention in writing on the Purchaser to suspend all work and the further performance of the contract and VMSL shall be entitled 7 calendar days after the service of such a notice to suspend work and further performance of the contract until such payment has been received by VMSL.

The Purchaser shall allow VMSL a reasonable period in which to re-commence performance of the sub-contract works after payment.

The period of suspension shall not be a period of delay or a period of delay for which VMSL is responsible.

**13. Cancellation**

The Purchaser may terminate this contract at any time by giving VMSL 3 months written notice.

It is assumed, that should this contract (once agreed and order received by VMSL), be cancelled by the client, prior to completion, the client will pay for all services, installations, materials, and equipment on site or in the possession of VMSL at the time of cancellation together with a cancellation fee of 20% of the outstanding contract value at the time of cancellation.

**14. Damage and Misuse**

Deterioration or damage to any part of the Environmental Monitoring System caused by exterior forces is not covered by this contract.

Misuse or incorrect operation of equipment is not covered by the scope is not covered by the scope of this contract.

**15. Retention of Title**

All goods, software licences and services delivered to site or retained at VMSL premises for incorporation into the Works shall always remain the property of VMSL until payment for the total contract has been received by VMSL.

**16. Loss and/or Expense**

If the regular progress of the Works is either prolonged and/or disrupted and/or otherwise materially affected by any act, omission, or default either on the part of the Purchaser (including those for whom the Purchaser is responsible) then VMSL shall notify the Purchaser in writing within a reasonable period of such matters and provide details of the direct loss and/or expense incurred by VMSL. The direct loss and/or expense incurred by VMSL shall be added to the contract price and shall be paid by the Purchaser to VMSL in the payment due to VMSL immediately following the notification referred to herein.

17. **Extension of Time**  
If the preparation, performance, or completion of the works is delayed, disrupted, or hindered by any event, circumstance or cause beyond VMSL control then the period for the completion of the Works shall be extended as a minimum by the same period of time as the period of delay, disruption or hindrance. VMSL reserve the right to reschedule the Works following such delay subject to any other existing commitments.  
VMSL shall constantly use his best endeavours to prevent delay to the progress of the Works.
18. **Coronavirus and Pandemic Impact Statement**  
Please note VMSL can take no responsibility for any delay to the service contract because of Coronavirus or any pandemic affecting:  
VMSL staff  
Customer staff  
VMSL supplier staff  
National commercial and retail outlets of all kinds  
National and International travel and accommodation services  
Production of materials and components in the supply chain. We are proactively working with our suppliers to minimise any risk.  
When an order is placed with us, we will conduct a specific risk assessment with you to ensure that all stakeholders are at minimum risk and agree a timeframe for the work to be done considering prevailing circumstances at that time.  
We will not be able to commit to foreign travel if there is a risk that our team will need to quarantine for any period upon their return.  
Please note: During periods of restricted travel, VMSL have measures in place to ensure the UK Government guidelines are followed whilst we continue our operations.
19. **Damages / Performance Bonds and Guarantees**  
Under no circumstance shall VMSL be liable for liquidated and ascertained damages.  
Under no circumstance shall VMSL be liable for damages at large.  
Under no circumstance shall VMSL be required to provide performance bonds or guarantees.
20. **Consequential Loss**  
Under no circumstance shall VMSL be liable for consequential loss of any nature.
21. **Contract Exclusions**  
**VMSL specifically excludes:**  
Working under a named contract.  
Retentions.  
Damages.  
Penalties.  
Enhanced insurance premiums.  
Indemnities.  
Financial guarantees of any sort.  
Main contractor's discount.  
Measured works requirements.  
Schedules of Rates.  
Collateral Warranties.  
Site Establishment.  
Welfare Facilities.  
First Aid Facilities.  
Preliminaries.  
Temporary Works.  
Temporary Site Power and Lighting.  
Access scaffolds.  
Craneage.  
MEWPS and Certified Operators.  
Confined Space Working.
22. **Notices**  
Any notice or document may be served on the other party by any effective means.  
The effective means are a properly addressed, pre-paid notice served by first class post at the last known business address of the other party.
23. **Adjudication**  
Either party may at any time refer any dispute arising out of the purchase agreement to adjudication in accordance with The Scheme for Construction Contracts (England and Wales) Regulations 1998.  
The Adjudicator Nominating Body under the Scheme shall be the Confederation of Construction Specialists.
24. **Third Party Rights**  
Nothing in the purchase agreement shall confer or purport to confer upon any third party any benefit or right against VMSL or the Purchaser.
25. **Confidentiality**  
In consideration of each party agreeing to disclose to the other, information relating to:  
**Future business opportunities involving all technical or industry marketing knowledge and information currently known by either party or information that may become known by either party during the development of any such business opportunity**  
the party receiving information will keep confidential the information, drawings, specifications, technical data, know-how and any communications (hereinafter referred to as "Information") of the any other party.  
This undertaking shall not apply to that part of the Information that the receiving party is able to demonstrate:  
a) was known to it prior to disclosure  
b) is public knowledge at the date of disclosure  
c) becomes public knowledge after disclosure through no action by the recipient of the information  
d) becomes known to the receiving party from a third party which is itself not in breach of any agreement with the disclosing party  
Either party hereto may disclose to third parties the Information disclosed only with the prior written consent of the disclosing party, and subject to a confidentiality undertaking from such a third party.  
The receiving party will not use the Information for any purposes other than that which it was provided for without the written consent of the other party  
The receiving party will disclose the Information only to those of its employees who have reasonable need to see and use such information in the performance of their duties.
26. **Law**  
The law of England shall apply to this contract.