



COLDCURVE LIMITED
THE OLD MOY SCHOOLHOUSE
MOY
INVERNESS-SHIRE
IV13 7YE

Coldcurve Ltd

INFORMATION



COLDCURVE LIMITED
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COLDCURVE LIMITED
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Coldcurve Ltd

REGISTRATION DETAILS

- Registered Company: SC334540
- Vat Registration No.: 923 5467 17



COLDCURVE LIMITED
THE OLD MOY SCHOOLHOUSE
MOY
INVERNESS-SHIRE
IV13 7YE

Coldcurve Ltd

BANK DETAILS

Bank address, Account Name, Account No. and Sort code:

Please contact our offices for details.



Coldcurve Ltd

TERMS AND CONDITIONS OF SUPPLY OF SERVICES

Coldcurve Ltd

UK / OVERSEAS - STANDARD

TERMS AND CONDITIONS

THE BUYER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CONDITION 15 (LIMITATION OF LIABILITY).

1. Definitions

- 1.1 **"Buyer"** means the person or company issuing the Purchase Order.
- 1.2 **"Commencement Date"** has the meaning given in Condition 2.2.
- 1.3 **"Contract"** means the contract between the Buyer and the Supplier consisting of the Quote, the Purchase Order (but subject to Condition 2.6 below), these Terms and Conditions, and any other documents or parts thereof as specified in the Quote. No other documents, variations or amendments to the Contract shall form part of the Contract unless expressly agreed to in writing by both parties.
- 1.4 **"Supplier"** means Coldcurve Ltd, to whom the Purchase Order is issued.
- 1.5 **"Services"** means those services specified in the Purchase Order to be supplied by the Supplier (whether directly or through agents) under the Contract.
- 1.6 **"Equipment"** means the equipment and/or applications and/or software specified in the Purchase Order to be supplied by the Supplier (whether directly or through agents) under the Contract.
- 1.7 **"Force Majeure Event"** has the meaning given in Condition 7.2.
- 1.8 **"Intellectual Property Rights"** means patents, rights to inventions, copyright and related rights, trademarks and service marks, trade 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 preserve the confidentiality of information (including know-how and trade secrets) and any 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, these 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.
- 1.9 **"Published Rates"** means the hourly rate(s) and multiples published by the Supplier from time-to-time on its website www.coldcurve.com.
- 1.10 **"Purchase Order"** means the Buyer's Purchase Order as received by the Supplier.
- 1.11 **"Quote"** means the Supplier's Quote as given to the Buyer, referenced to in the Purchase Order.
- 1.12 **"Software"** has the meaning given in Condition 20.2.
- 1.13 **"working day"** means each day except Saturdays, Sundays, public holidays in Scotland and the period between the Boxing Day public holiday and the New Year's Day public holiday in Scotland.

2. Purchase Order and formation of the Contract

- 2.1 The Purchase Order constitutes an offer by the Buyer to purchase Equipment or Services or Equipment and Services in accordance with these Terms and Conditions.
- 2.2 The Purchase Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Purchase Order at which point and on which date the Contract shall come into existence ("**Commencement Date**").
- 2.3 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Equipment or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Equipment described in them. They shall not form part of the Contract nor have any contractual force.
- 2.4 These Terms and Conditions apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing, including but



not limited to those included or referred to in the Purchase Order.

- 2.5 Any Quote or other quotation given by the Supplier shall not constitute an offer, and (unless otherwise expressly stated on the Quote or quotation) is only valid for a period of 30 working days from its date of issue.
- 2.6 All of these Terms and Conditions shall apply to the supply of both Equipment and Services except where application to one or the other is specified.
- 2.7 The Buyer is liable for the cost of all Services/Equipment stated in the Purchase Order unless a formal termination is made in writing (see Condition 14 for Terms and Conditions of Termination).
- 2.8 The Purchase Order must state the reference number of the appropriate Quote supplied.

3. Quality and Installation

- 3.1 The Buyer is responsible for ensuring all other equipment and/or software used in conjunction with the Services/Equipment specified in the Purchase Order are fit for service, and is liable for any costs incurred for damages to the Supplier's equipment and/or property and the Services provided as per the Purchase Order resulting from faulty equipment and/or software belonging to the Buyer.
- 3.2 Equipment must be installed in a weatherproof location or as stated the Supplier's recommendations.
- 3.3 The Equipment must be installed/maintained so that the integrity of the unit is not affected, using a solid vertical surface capable of supporting the working weight of the equipment or a firm level floor capable of supporting the weight of the equipment.
- 3.4 The Buyer is responsible for ensuring safe and easy access protected from unauthorized access. The installation (if by others) should be in a working area only if it is necessary to the process being carried out there and built specifically for that use.
- 3.5 If the Supplier is not installing the Services/Equipment stated in the Purchase Order, the Supplier is not responsible for any damages and/or faults occurring wholly or partly as a result of the installation process.
- 3.6 The Supplier equipment will not be provided to medical standards unless otherwise stated in writing.

4. Buyer's Responsibilities

- 4.1 To ensure that the person responsible for managing the equipment is available on site at the time of an engineer's pre-arranged visit to sign the engineer's visit report and to authorize any work required on the equipment involving additional charges for either parts or labor.
- 4.2 To keep unit secure and prevent malicious or accidental tampering with the unit.
- 4.3 Monitor the system on a regular basis to ensure correct system function.
- 4.4 As far as is necessary to supply specific details regarding the circumstances and nature of any failure of the equipment.

5. Delivery

The Supplier is responsible for using all reasonable endeavours to deliver the Services/Equipment by the date agreed by the Supplier and specified in the Purchase Order, unless a different date is agreed to in writing by both parties or a delay is encountered by the Supplier out with the Supplier's control (see Condition 7) or as a consequence of the action, omission or failure of the Buyer including the failure to timeously provide any information reasonably required by the Supplier. Time shall not be of the essence for delivery of the Services / Equipment or capable of being made so by notice.

6. Commissioning (if installation by others)

- 6.1 10 working days notice of commissioning is required. An official order must be received in writing by post/fax/email and the Buyer must receive an official receipt of the order from the Supplier before the commissioning date(s) are deemed to be agreed.
- 6.2 Cancellations of commissioning received less than two working days before due date will be subject to a cancellation charge, calculated as (a) £500 if the total price for the commissioning Services was less than £5,000, or £1,000 if the total price for the commissioning Services was £5,000 or more but less than £25,000, or £4,000 if the total price for the commissioning Services was £25,000 or more, plus (b) the costs to the Supplier of all Equipment already completed or whose manufacture is already in progress or acquired by the Supplier at the time of cancellation. Commissioning will be carried out within normal working hours which are 09.00 - 17.00 Monday to Friday. Commissioning on weekends or outside normal working hours will incur additional charges, calculated at the Published Rates.
- 6.3 Commissioning is charged at the price stated in the Quote and is based on the quoted commissioning time on



- site. If additional commissioning time is required, additional hours may be charged at the Published Rates.
- 6.4 If commissioning cannot be completed at the time of the commissioning visit due to incorrect installation, missing parts or inaccessibility of the commissioning site or of the intended location for the Equipment and/or operating area requires for installation or commissioning at the commissioning site, the commissioning fee remains payable and charges for additional hours may be incurred at the contracted rates pro rata to the price stated in the Quote.
 - 6.5 Any call-out which at the sole discretion of our engineer is found to be as a result of incorrect commissioning by any person other than a Coldcurve Ltd engineer, then normal call-out charges will be levied whether the unit is in or out of warranty.

7. Force Majeure

- 7.1 The Supplier reserves the right to deliver after the date specified in the Purchase Order if a delay is caused by instructions or lack of instructions from the Buyer or by any other cause beyond the reasonable control of the Supplier such as an Act of God or failure on the part of a sub-contractor or sub-supplier.
- 7.2 Without limitation to Condition 7.1 above, neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (a "Force Majeure Event"). In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 6 months, the party not affected may terminate this agreement by giving 30days' written notice to the affected party.

8. Liabilities for Delay

If the Buyer is responsible for any delay, the Buyer must still pay the specified amounts on the estimated delivery/completion dates as stated in the Quote unless otherwise agreed.

9. Price

The price of the Services/Equipment shall be:

- 9.1 as stated in the Quote / Contract; or
- 9.2 to the extent not stated in the Quote / Contract, the Published Rates.

10. Payment

- 10.1 Payment of invoice(s) must be paid by the Buyer within 30 days of the invoice date.
- 10.2 Order(s) of over £5,000 must be paid in advance unless otherwise stated.
- 10.3 Payment will be made in the currency specified on the invoice.
- 10.4 We understand and will exercise our statutory right to interest under the Late Payment of Commercial Debts (Interest) Act 1998 if we are not paid according to agreed credit terms.
- 10.5 Charge is set at 8% above the Bank of England base rate, and applies to the entire overdue invoice amount including VAT. Businesses must pay their invoice within 30 days or Late Payment of Commercial Debts (Interest) Act 1998 interest will be started.

11. Defects in Services/Equipment after Delivery

- 11.1 The Buyer is responsible for ensuring suitable maintenance to the Services/Equipment supplied, and the Supplier is not responsible for any defects to the Services/Equipment caused by a lack of maintenance or by amendments to the Services/Equipment carried out after delivery by the Buyer or a third party.
- 11.2 The Supplier is not responsible for any damage to a third party due to misuse of the Services/Equipment supplied.

12. Warranty

- 12.1 The Supplier warrants that on delivery (meaning handover or dispatch, as specified in the Quote), and for a period of 12 months from the earlier of (a) the date of delivery or (b) the date on which the relevant Equipment was acquired by the Buyer for the purposes of its onward supply to the Buyer (for the purposes of this

- Condition 12 the “**warranty period**”), the Equipment shall:
- 12.1.1 conform in all material respects with its description and any applicable written specification issued for it by the Supplier or with its written approval;
 - 12.1.2 be free from material defects in design, material and workmanship; and
 - 12.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
- 12.2 Subject to condition 12.3, the Supplier shall, at its option, repair or replace the defective Equipment, or refund the price of the defective Equipment in full if:
- 12.2.1 the Buyer gives notice in writing during the warranty period within a reasonable time of discovery that some or all of the Equipment does not comply with the warranty set out in condition 12.1;
 - 12.2.2 the Supplier is given a reasonable opportunity of examining such Equipment; and
 - 12.2.3 the Buyer (if asked to do so by the Supplier) returns such Equipment to the Supplier's place of business at the Buyer's cost.
- 12.3 The Supplier shall not be liable for the Equipment's failure to comply with the warranty in condition 12.1 if:
- 12.3.1 the Buyer makes any further use of such Equipment after giving a notice in accordance with condition 12.2;
 - 12.3.2 the defect arises because the Buyer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, operation, use or maintenance of the Equipment or (if there are none) good trade practice;
 - 12.3.3 the defect arises because the Equipment was commissioned incorrectly by someone other than the Supplier's authorised engineers;
 - 12.3.4 the defect arises as a result of the Supplier following any drawing, design or specification supplied by the Buyer;
 - 12.3.5 the Buyer alters or repairs such Equipment (or permits its alteration or repair by a third party) without the written consent of the Supplier;
 - 12.3.6 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
 - 12.3.7 the defect arises as a result of any reason other than mechanical or electrical breakdown; or
 - 12.3.8 the Equipment differs from its description or specification as a result of changes made to ensure it complies with applicable statutory or regulatory standards.
- 12.4 Except as provided in this condition 0, the Supplier shall have no liability to the Buyer in respect of the Equipment's failure to comply with the warranty set out in condition 12.1.
- 12.5 The terms of these Conditions shall apply to any repaired or replacement Equipment supplied by the Supplier.
- 12.6 The warranty period may be extended as required at an additional cost, by agreement between the Buyer and the Supplier.
- 12.7 The Supplier warrants to the Buyer that the Services will be provided using reasonable care and skill.

13. Confidential Information

Any information, whether written or oral, disclosed by the Supplier to the Buyer shall be confidential and the Buyer shall not disclose it to any person (other than those of its employees to whom disclosure is essential provided the Buyer obtains an undertaking of confidentiality from such employees) or use it for any other purpose other than the performance of this Contract, without the prior written permission of the Supplier and vice versa.

14. Termination

- 14.1 If the Buyer fails to comply with the Terms and Conditions of the Contract, then without prejudice to the Supplier's other rights, the Supplier may terminate the contract in whole or in part, without accruing any liability to the Buyer.
- 14.2 The Buyer may for any other reason by written notice to the Supplier terminate the Contract at any time, in whole or in part. Upon receipt of such notice the Supplier shall immediately cease all work in performance of the Contract. The Buyer shall pay the Supplier for all Services/production of Equipment already completed or whose manufacture is already in progress at the time of cancellation, and shall pay for all materials and Services/Equipment for which obligation to pay on the part of the Buyer has arisen before such date of cancellation OR a cancellation fee of 20% of the total cost as stated in the Quote, whichever amount is the larger.
- 14.3 If the Buyer becomes insolvent or (being a Company) makes an arrangement with its creditors or has a receiver or administrator appointed, commences to be wound up or is subject to amalgamation or reconstruction, the Supplier may, without prejudice to any of its rights, terminate the Contract forthwith by notice to the Buyer or any other person in whom the Contract has been vested.

15. LIMITATION OF LIABILITY: THE BUYER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

- 15.1 The Supplier has been unable to obtain insurance in respect of certain types of loss at a commercially viable price. The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange and the Buyer is responsible for making its own arrangements for the insurance of any excess loss.
- 15.2 The restrictions on liability in this condition 15 apply to every liability arising under or in connection with the Contract including liability in contract, delict (including negligence), misrepresentation, unjustified enrichment or otherwise.
- 15.3 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; and (d) defective products under the Consumer Protection Act 1987.
- 15.4 Subject to condition 15.3, the Supplier's total liability to the Buyer in respect of all breaches of duty occurring within any contract year shall not exceed the cap.
- 15.5 In condition 15.4:
- 15.5.1 "**cap**" means fifty per cent (50%) of the total charges in the contract year in which the breaches occurred;
- 15.5.2 "**contract year**" means a 12-month period commencing with the Commencement Date or any anniversary of it; and
- 15.5.3 "**total charges**" means all sums paid by the Buyer and all sums payable under the Contract in respect of goods and services actually supplied by the Supplier, whether or not invoiced to the Buyer.
- 15.6 Subject to condition 15.3, the following types of loss are wholly excluded by the parties: (a) loss of profits; (b) loss of sales or business; (c) loss of agreements or contracts; (d) loss of anticipated savings; (e) loss of use or corruption of software, data or information; (f) loss of or damage to goodwill; and (g) indirect or consequential loss.
- 15.7 The Supplier has given commitments as to compliance of the Equipment and Services with relevant specifications in condition 0. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 15.8 This condition 15 shall survive termination of the Contract.

16. Advertising

The Buyer must not refer to the Contract in any form of advertising without the Supplier's written consent.

17. Law

It is the Buyer's responsibility to ensure that the proposed Services/Equipment referred to in the Purchase Order will be used according to the laws of the country in which the Buyer is located.

18. Arbitration

All disputes arising out of or in connection with this contract shall be referred to arbitration by one arbitrator in accordance with the Rules of Arbitration of the International Chamber of Commerce. The arbitration shall be held in the Capital City of the Country in which the Supplier is located and the language of the arbitration shall be in English.

19. Notices

Any notice given under the Contract shall be served at or sent to the registered office address of the Supplier, or in the case of the Buyer at or to the address of the Buyer shown on the Purchase Order or such other address as the Buyer or the Supplier shall notify to the other party. Notices sent by inland first class post shall be deemed to have been received within two working days after dispatch and by overseas airmail seven working days after dispatch.

20. Intellectual Property Rights

- 20.1 All programmable logic controller software, human machine interface software, supervisor control and data



- acquisition software or any other software created by Coldcurve Ltd. is intellectual property of Coldcurve Ltd, and will remain the exclusive property of Coldcurve Ltd.
- 20.2 All software produced and/or supplied by Coldcurve Ltd. for the Buyer ("**Software**") is licensed on a non-exclusive, non-transferrable, non-sublicensable single user license basis, for use in object form only and for the normal business purposes of the Buyer only (which shall not include allowing the use of the Software by, or for the benefit of, any person other than an employee of the Buyer.)
- 20.3 For the purposes of condition 20.2, "**use**" means loading the Software into temporary memory or permanent storage on the relevant computer, provided that installation on a network server for distribution to other computers is not "use" if the Software is licensed under this licence for use on each computer to which the Software is distributed.
- 20.4 The Buyer has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software in whole or in part except to the extent that any reduction of the Software to human readable form (whether by reverse engineering, decompilation or disassembly) is necessary for the purposes of integrating the operation of the Software with the operation of other software or systems used by the Buyer, unless the Supplier is prepared to carry out such action at a reasonable commercial fee or has provided the information necessary to achieve such integration within a reasonable period, and the Buyer shall request the Supplier to carry out such action or to provide such information (and shall meet the Supplier's reasonable costs in providing that information) before undertaking any such reduction.
- 20.5 Without limitation to condition 20.1, all Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Buyer) shall be owned by the Supplier.
- 20.6 The Buyer grants the Supplier a fully paid-up, world-wide, non-exclusive, royalty-free non-transferable licence to use, copy and modify any materials provided by the Buyer to the Supplier for the term of the Contract for the purpose of providing the Services to the Buyer. The Buyer warrants that it is free to grant the foregoing licence without restriction and shall indemnify the Supplier from any breach of the foregoing warranty and from any claim by a third party that the Supplier's use of materials provided by the Buyer in the course of providing the Services to the Buyer is in breach of that third party's rights.
- 20.7 The Buyer shall not sub-license, assign or otherwise transfer the rights granted by this condition 20.



STANDARD SERVICE CHARGES

1.1. Standard Charge Rates

1.1.1. Rate 1. A Standard Charge Rate of:

(09.00hrs and 17.00hrs)

- A. Programmer or Consultant - Rate 1: **£380.00** per 4 hours.
- B. Automation Engineer - Rate 1: **£280.00** per 4 hours.
- C. Engineers Assistant - Rate 1: **£220.00** per 4 hours.
(or as otherwise stated in the Published Rates) for any callout and time up to but not in excess of 8 continuous hours duration where;

1.1.1.1. On normal working days Monday through Friday, the start and end times of the 8 hour working period occur between 09.00hrs and 17.00hrs for up to 40 hours per week.

1.1.2. Rate 2. An Evening and Saturday AM Charge Rate of:

(17.00hrs and 00.00hrs)

- A. Programmer or Consultant - Rate 2: **£570.00** per 4 hours.
- B. Automation Engineer - Rate 2: **£420.00** per 4 hours.
- C. Engineers Assistant - Rate 2: **£330.00** per 4 hours.
(or as otherwise stated in the Published Rates) for any time up to but not in excess of 4 continuous hours duration where;

1.1.2.1. On normal working days Monday through Friday, the start and end times of the 4 hour working period occur between 17.00hrs and 24.00hrs for up to 20 hours per week.

1.1.2.2. On Saturday AM, the start and end times of the 4 hour working period occur between 09.00hrs and 12.00hrs for up to 4 hours per week.

1.1.3. Rate 3. A Night, Saturday PM and Sunday Charge Rate of:

(00.00hrs and 09.00hrs)

- A. Programmer or Consultant - Rate 3: **£760.00** per 4 hours.
- B. Automation Engineer - Rate 3: **£560.00** per 4 hours.
- C. Engineers Assistant - Rate 3: **£440.00** per 4 hours.
(or as otherwise stated in the Published Rates) for any time up to but not in excess of 10 continuous hours duration unless agreed, which is at Coldcurve Ltd. discretion where;

1.1.3.1. Night working period includes any time between 24.00hrs and 09.00hrs (overnight) for up to 40 hours per week.

1.1.3.2. Saturday PM working period includes any time between 12.00hrs and 24.00hrs for up to 12 hours per week.

1.1.3.3. Sunday working period includes any time between 00.00hrs and 24.00hrs for up to 24 hours per week.

1.2. Engineering time will be regarded as non-continuous when interrupted by an 8hr period away from the working site.

1.3. Where any working times extend beyond 8 hours duration, additional charges will be applied in line with the Rates set forth above in half day increments and include up to but not in excess of 4 continuous hours unless agreed, which is at Coldcurve Ltd. discretion.

1.4. Minimum time charged will be 4 hours.

1.5. The times stated include travel from the Engineer's base office, wherever located, to and from the Buyer's stated premises.



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- 1.6. If the Engineer travels by car, mileage will be charged from the Engineer's base office, wherever located, to and from the Buyer's stated premises at a rate of **£0.90** per mile (or as otherwise stated in the Published Rates). For other modes of transport, reasonable incurred travelling expenses from the Engineers base office, wherever located, to and from the Buyer's stated premises will be chargeable. Accommodation where necessary, including reasonable meals and telephone calls, will be chargeable. Minimum charges are set to a cost of **£250** per head per night for food and accommodation.
- 1.7. In the event that an engineer's immediate on-site presence is necessary without prior agreement, a predefined callout charge of **£200** will be applicable.
- 1.8. If the engineer is possibly working on live electrical system at any time Coldcurve Ltd. have the discretion to deploy two engineers or labour when required.

The above rates for engineering services are those in effect at the time of the Buyer's Purchase Order. Coldcurve Ltd reserve the right to invoice at the rates prevailing at the time the services are provided. In no event shall the rate charge exceed the rates listed by more than 10% per annum.

CONFIDENTIALITY NOTICE - The information contained in this transmission is confidential. It is intended only for the addressee(s) stated above. If you are not the addressee you should not disclose, copy, circulate or in any way use the information contained in this transmission. Such unauthorised use may be unlawful. If you have received this transmission in error, please contact us immediately, so that we can arrange for its return.

Coldcurve Ltd. reserve the right to withdraw or substitute Engineers from site at its discretion.



Coldcurve Ltd

UK / OVERSEAS - MAINTENANCE AND SERVICE (CONTRACTED)

TERMS AND CONDITIONS

1. UK Engineering Services Terms and Conditions

Coldcurve Ltd. Maintenance contracts, Remote networked maintenance contracts, Remote help line contracts and Remote help networked contracts guarantees to have at least one PLC, SCADA & electrical engineer available twenty-four hours, seven days a week, three hundred and fifty days per year.

Days excluded are the 23rd to of December until 6th of January inclusive. Unless otherwise agreed in writing. Engineers will be based in Moy and on a stated maximum hour pre-callout delay agreement as stated in: Coldcurve Ltd. Maintenance Contract.

The stated hour delay agreement is based on receipt of the callout. There will be a maximum delay of the stated hours before engineers leave to travel to the allocated site or to attend to the remote help line call. If the engineers available are currently on a breakdown for a customer with a Coldcurve Ltd maintenance contract, the engineers will attend the breakdown as soon as the first customer's breakdown is completed. Customers will be attended to by level of contract. Travel time to site, duration of hours spent on site by engineers not agreed in the contract or equipment purchased is not included in the maintenance contract and will be charged at the end of each month along with the maintenance contract invoice. Coldcurve Ltd. cannot be held responsible for unforeseen circumstances, but will always endeavour to do the shortest possible callout from Coldcurve Ltd. premises to the site or remote help.

For the duration of the maintenance contract there will be no charge for a callout or hours worked within the quantities agreed in the contract

These terms and conditions relate to the hire by the Buyer of a Coldcurve Ltd. engineer to assist putting into operation or otherwise servicing of equipment.

The Buyer will notify Coldcurve in writing, referring to these conditions, requesting Engineering Services. This will constitute a contract which will be carried out and invoiced according to these conditions.

Coldcurve Ltd. will charge for each engineer's time and reimbursable expenses as follows:

- 1.1. Contracted hours*, callouts & remote help line calls (UK);
*Contracted hours are discounted: 15% from standard rates.

1.1.1. Contracted hours per month – Contracted Charge Rates:

1.1.1.1. A Standard Contracted Charge Rate of:

(09.00hrs and 17.00hrs)

- A. Programmer or Consultant - Contracted Rate 1: **£323.00** per 4 hours.
- B. Automation Engineer - Contracted Rate 1: **£238.00** per 4 hours.
- C. Engineers Assistant - Contracted Rate 1: **£187.00** per 4 hours.

1.1.1.2. An Evening and Saturday AM Contracted Charge Rates:

(17.00hrs and 00.00hrs)

- A. Programmer or Consultant - Contracted Rate 2: **£484.50** per 4 hours.
- B. Automation Engineer - Contracted Rate 2: **£357.00** per 4 hours.
- C. Engineers Assistant - Contracted Rate 2: **£280.50** per 4 hours.

1.1.1.3. A Night, Saturday PM and Sunday Contracted Charge Rate:

(00.00hrs and 09.00hrs)

- A. Programmer or Consultant - Contracted Rate 3: **£646.00** per 4 hours.
- B. Automation Engineer - Contracted Rate 3: **£476.00** per 4 hours.
- C. Engineers Assistant - Contracted Rate 3: **£374.00** per 4 hours.

(or as otherwise stated in the Published Rates);



- 1.1.2. Contracted hours per month stated in: Coldcurve Ltd. Maintenance Contract.
- 1.1.3. Contracted hours per month are noncumulative.
- 1.1.4. Minimum time charged will be 4 hours and additional hours worked will be chargeable at Coldcurve Ltd. standard rates.
- 1.2. Contracted site callouts;
 - 1.2.1. Quantity of site callouts stated in: Coldcurve Ltd. Maintenance Contract & Remote Help contract.
 - 1.2.2. Site callouts per month are noncumulative.
 - 1.2.3. Additional callouts will be chargeable at Coldcurve Ltd. standard rates.
 - 1.2.4. If callouts are not set by contract, they will be charged on time, traveling and accommodation costs.
- 1.3. Contracted remote help;
 - 1.3.1. Contracted hours per month stated in: Coldcurve Ltd. Remote Help contract.
 - 1.3.2. Quantity of individual remote help line calls stated in: Coldcurve Ltd. Remote Help contract.
 - 1.3.3. Remote help line calls per month are noncumulative.
 - 1.3.4. Minimum time charged will be 4 hours and additional hours worked will be chargeable at Coldcurve Ltd. standard rates.
 - 1.3.5. Remote access 'Wake Up' SMS texts cost: £1 per text.
- 1.4. Contracted Travel and Accommodation;
 - 1.4.1. If the Engineer travels by car, mileage will be charged from the Engineers base office, wherever located, to and from the Buyer's stated premises at a rate of **£0.75** per mile (or as otherwise stated in the Published Rates). For other modes of transport, reasonable incurred travelling expenses from the Engineers base office, wherever located, to and from the Buyer's stated premises will be chargeable. Accommodation where necessary, including meals are charged at a rate of **£190** per night per member of site staff (or as otherwise stated in the Published Rates). Telephone calls, and IT requirements will be chargeable.

Documentary evidence will be provided for not less than 70% of the invoiced value if requested. A charge of 10% of the invoiced value of the expenses will be added to cover administration costs.

Coldcurve Ltd. reserve the right to withdraw or substitute Engineers from site at its discretion.

UK / Overseas - Maintenance and Service (CONTRACTED) Terms and Conditions are subject to the Coldcurve Ltd. UK / Overseas - Standard terms and conditions. In the event of conflict between them, the UK / Overseas - Maintenance and Service (CONTRACTED) Terms and Conditions shall prevail.



- Programmable Logic Controllers.
- Human Machine Interface.
- Supervisory Control And Data Acquisition.
- Automated industrial electrical control systems.
- Programming, installation, maintenance.
- Infrared thermal surveys.
- Consultancy service.

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