



Established 1996

COVAC Ltd, Eagle House, Bilton Way, Lutterworth, Leicestershire, LE17 4JA
Tel: 01455 556631 Email: Info@covac.co.uk Web: www.covac.co.uk

These Terms and Conditions shall apply to the supply of goods and provision of services by COVAC LIMITED

1. Definitions and Interpretation

- 1.1 In this document the following words shall have the following meanings:
- 1.1.1 "Buyer" means the individual or business that requires the Services subject to these Terms and Conditions and the Agreement;
- 1.1.2 "Goods/Order" means the articles specified in the Proposal;
- 1.1.3 "Proposal" means a statement of work, quotation or other similar document describing the Goods and Services to be provided by the Supplier;
- 1.1.4 "Services" means the installation services specified in the Proposal as detailed in Clause 9 of these Terms and Conditions;
- 1.1.5 "Supplier/Installer" means COVAC Limited of Eagle House, Bilton Way, Lutterworth, Leicestershire, LE17 4JA;
- 1.1.6 "Terms and Conditions" means the terms and conditions of supply set out in this document and any special terms and conditions agreed in writing by the Supplier.
- 1.1.7 "Job" means the complete rendering of the Services

2. GENERAL APPLICATION

- 2.1 The Supplier shall sell and the Buyer shall purchase the Services in accordance with any proposal or offer of the Supplier which is accepted by the Buyer, or any Order of the Buyer which is accepted by the Supplier.
- 2.2 These Terms and Conditions shall govern the Proposals for the supply of Goods and Services by the Supplier to the Buyer and shall prevail over any other documentation or communication from the Buyer.
- 2.3 Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by the Supplier.
- 2.4 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Supplier may be entitled in relation to the Goods and Services, by virtue of any statute, law or regulation.

3. THE ORDER

- 3.1 The Proposal attached to these Terms and Conditions shall remain valid for a period of 6 months (except for changes in levies or taxes). The price for work carried

out after this date must be renegotiated. Our offer is quoted exclusive of VAT.

- 3.2 It is the Buyer's responsibility to provide detailed specifications pertaining to their Order; COVAC Ltd retains no responsibility for any misrepresentations or errors in relation to the specifications provided.
- 3.3 The Buyer shall be deemed to have accepted the Proposal by placing an Order with the Supplier ("the Order") within the period specified in Clause 3.1.
- 3.4 All Orders for Goods and Services shall be deemed to be acceptance of the Proposal pursuant to these Terms and Conditions.
- 3.5 A Pro-Forma invoice for 25% of the total cost as stated in the proposal will be submitted to all new Buyers upon receipt of an Order. Payment of this Pro-Forma must be made before commencement of any works.
- 3.6 A Purchase Order quoting the Buyer's Order number must accompany every Scope of Works.
- 3.7 The Order shall in all respects operate in conformity with English Law and all payments are to be made in Pounds Sterling money, unless agreed otherwise in advance.
- 3.8 Verbal quotations are intended to serve only as a guide and should not be considered to be final or binding.
- 3.9 Our offer does not include the cost of site surveys or the detailed checking of substrate.

4. PRICE AND PAYMENT

- 4.1 The price for the Goods and Services is as specified in the Proposal and is exclusive of VAT and any applicable charges outlined in the Proposal.
- 4.2 Payment of the price shall be in the manner specified in the Proposal.
- 4.3 Standard payment terms are 14 days net of the date of our invoice unless agreed otherwise in advance.
- 4.4 Where Interim payments are required, these are to include the value of materials stored within our premises or on site and the value of the work carried out for the Buyer.
- 4.5 If the Buyer fails to make any payment within 30 days of it becoming due, the Supplier shall be entitled to charge interest at the rate of 5% per month on the outstanding amounts.
- 4.6 Where credit card security has been given and a specific payment deadline agreed, if the Buyer has not made full payment by the deadline, the invoice amount plus a 5% handling charge will automatically be debited using the credit card details supplied by the Buyer.
- 4.7 A Purchase Order quoting the Buyers Order number must accompany every Scope of Works.



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- 4.8. An invoice bearing the Order number shall be sent to the Buyer / Contractor after the delivery of the goods and/or on completion of work.
- 4.9. All incoming invoices must show separately the rate and value of VAT together with the Company VAT registration number made payable to COVAC Accounts Department.
- 5. DELIVERY**
- 5.1. All goods shall be delivered, carriage paid at the place and date as specified on the Order.
- 5.2. All costs incurred or consequential loss of revenue relating to such late deliveries shall be the Buyer's responsibility. In no circumstances will COVAC be liable to pay interest for any payment due, held or delayed either in part or full.
- 5.3. Early delivery will only be allowed by express agreement, confirmed in writing.
- 5.4. The risk of the goods shall pass to the Buyer at the unloading stage of delivery.
- 5.5. All goods shall be of merchantable quality and shall be in accordance with the Order specification.
- 5.6. Supply of product by COVAC shall not constitute any admission as to the performance by the Contractor of his obligations.
- 6. TITLE**
- 6.1. Risk of damage to or loss of the Goods shall pass to the Buyer at:
- 6.1.1 in the case of Goods to be delivered at the Supplier's premises, the time when the Supplier notifies the Buyer that the Goods are available for collection; or
- 6.1.2 in the case of Goods to be delivered otherwise than at the Supplier's premises, the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Supplier has tendered delivery of the Goods.
- 6.2. Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms and Conditions, legal and beneficial title of the Goods shall not pass to the Buyer until the Supplier has received in cash or cleared funds payment in full of the price of the Goods.
- 6.3. Until payment has been made to the Supplier in accordance with these Terms and Conditions and the title in the Goods has passed to the Buyer, the Buyer shall be in possession of the Goods as bailee for the Supplier and the Buyer shall store the Goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by the Supplier and shall insure the Goods against all reasonable risks.
- 6.4. The Buyer 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 property of the Supplier, but if the Buyer does so all money owing by the Buyer to the Supplier shall (without prejudice to any other right or remedy of the Supplier) forthwith become due and payable.
- 6.5. notice. The Buyer irrevocably authorises the Supplier to enter the Buyer's premises during normal business hours for the purpose of repossessing the Goods in which the Supplier retains title or inspecting the Goods to ensure compliance with the storage and identification requirements of sub-Clause 7.3.
- 6.6. The Buyer's right to possession of the Goods in which the Supplier maintains legal and beneficial title shall terminate if:
- 6.6.1 the Buyer commits or permits any material breach of his obligations under these Terms and Conditions;
- 6.6.2 the Buyer enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986, the Insolvent Partnerships Order 1994 (as amended), or any other scheme or arrangement is made with his creditors;
- 6.6.3 the Buyer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;
- 6.6.4 the Buyer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Buyer, notice of intention to appoint an administrator is given by the Buyer or any of its directors or by a qualifying floating chargeholder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer.
- 7. BUYER'S OBLIGATIONS**
- To enable the Supplier to perform its obligations the Buyer shall:
- 7.1. Co-operate with the Supplier;
- 7.2. Provide the Supplier with any information and goods / services free of charge to us, and where applicable in accordance with the current Health and Safety at Work regulations and legislation. The cost of any breach of these regulations by the Buyer/General Contractor will be charged by us to the party responsible; reasonably required by the Supplier;
- 7.2.1. To make known and protect all routes of existing services prior to our start on site. Should it be necessary to use Hot Work Techniques, this will be charged as extra and sub-Proposed out and will be only carried out



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on receipt of written instruction from the Buyer/General Contractor.

- 7.2.2. A defined temporary storage area convenient to the final fixed location of our goods.
- 7.2.3. Suitable fully boarded access, comprising of tower scaffolds, independent scaffold, ladders and/or trestles (as applicable).
- 7.2.4. All sources of power in accordance with our requirements to enable the work to be undertaken in the accepted manor.
- 7.2.5. Unrestricted usage of suitable lifting facilities in accordance with our on-site requirements.
- 7.2.6. All welfare facilities, general and task lighting and power for hand tools (110 volts).
- 7.2.7. The Buyer shall allow COVAC authorised access at all reasonable times to the Buyer's premises to inspect/examine materials and the current state of the Order.

7.3. Obtain all necessary permissions, licenses and consents that may be required before the commencement of the services, the cost of which shall be the sole responsibility of the Buyer.

7.4. In the event of defective goods, either delivered, or becoming defective within 12 months of final completion / inspection, COVAC will call upon the Contractor / supplier (or the responsible party) without prejudice, to replace or rectify the goods at COVAC's convenience, at the Contractors expense or fully reimburse COVAC all monies expended, as appropriate.

7.5. We have allowed for 1 Nr visit(s) to site to complete our work. In the event of extra visits being required for reasons beyond our control, additional visits will be charged at a day rate per visit plus travel costs.

7.6. Should it be necessary for us to employ additional COVAC staff on site at the request of the Buyer/General Contractor, up and above the original job allocation laid out in our quotation, the cost will be on labour only basis, for a minimum of 8 hours day - Day work rates will be confirmed on request.

7.7. Should any additional tests, inspections or analysis of any of the works be required, this shall be undertaken at the Buyers expense and;

7.8. Comply with such other requirements as may be set out in the Proposal or otherwise agreed between the parties.

8. SUPPLIER'S OBLIGATIONS

- 8.1. The Supplier warrants that the Goods will, at the time of delivery, correspond to the description given by the Supplier.
- 8.2. The Supplier shall perform the Services with reasonable skill and care and to a reasonable standard in accordance with recognised standards and codes of practice.

8.3. The Supplier accepts all responsibility for the condition of tools and equipment used in the performance of the Services and shall ensure that any materials supplied shall be free of defects.

8.4. In addition to the Buyer's statutory rights, the Supplier guarantees all Goods supplied and applied only by COVAC against faulty workmanship and materials for a period of 10 years from the date of delivery.

8.5. The Supplier provides a guarantee in relation to the Services carried out.

8.6. All work (tools) and associated product provided by or is paid for by COVAC shall remain COVAC's property.

9. SERVICES

9.1. The services shall be rendered in accordance with the specifications set agreed in the accepted Proposal. The Buyer is referred to Clause 3.2 for their obligations and responsibility.

9.2. The Installer may provide plans, diagrams or similar documents in advance of the Job. Any such material is intended for illustrative purposes only and is not intended to provide an exact specification of the Job nor to guarantee specific results.

9.3. The Installer shall ensure that the Services are rendered with reasonable care and skill and to a reasonable standard which is commensurate with best trade practice.

9.4. The Installer shall ensure that no other parts of the Property suffer damage as a result of his rendering of the Services.

9.5. The Installer shall ensure he complies with any and all relevant codes of practice.

10. CANCELLATIONS AND REFUNDS

10.1 The Buyer may cancel at any time before the Agreed Date on the Proposal. The following shall apply to cancellation or rescheduling:

10.1.1 If the Buyer cancels the Order before the Agreed Date in the Proposal the Supplier shall issue a full refund of all sums paid, including the Deposit.

10.1.2 The Supplier may cancel the Order at any time before the Agreed Date and shall refund all sums paid, including the Deposit.

10.1.3 If the Buyer fails to cancel the Order within the time specified in the Proposal, any delivery return charge will be the Buyers responsibility.

10.2 COVAC Limited reserve the right to give notice, in writing, to the Buyer to determine the Order should the Buyer fail to execute any part of the Order with due diligence for ensuring the proper performance of the Order.



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- 10.3 If the Goods are incorrect as a result of the Buyer's provision of incorrect information, rather than not matching the description set out by the Supplier then those Goods will be non-refundable.
- 10.4 The Buyer will not be eligible to claim a refund for the Order if the Supplier informed you of any faults, damage, or other problems with the Goods prior to the purchase of them.
- 10.5 If the Buyer has purchased the Goods for an unsuitable purpose that is neither obvious nor made known to the Supplier and the problem has resulted from the Buyer's use of the Goods for that purpose the Goods will be non-refundable.

11. LIMITATION OF LIABILITY

- 11.1 Subject to the provisions of Clause 5 the following provisions set out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-Contractors) to the Buyer in respect of:
 - 11.1.1 any breach of these Terms and Conditions or the Proposal;
 - 11.1.2 any use made (including but not limited to modifications) or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and
 - 11.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Proposal.
- 11.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Proposal.
- 11.3 Nothing in these Terms and Conditions excludes or limits the liability of the Supplier:
 - 11.3.1 for death or personal injury caused by the Supplier's negligence;
 - 11.3.2 for any matter which it would be illegal for the Supplier to exclude or attempt to exclude its liability.
 - 11.3.3 for fraud or fraudulent misrepresentation
- 11.4 Subject to sub-Clauses 10.2 and 10.3:
 - 11.4.1 the Supplier's total liability in Proposal, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Proposal shall be limited to the Proposal Price; and
 - 11.4.2 the Supplier shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Proposal.

- 11.5 For the avoidance of doubt, time shall not be of the essence and the Supplier shall incur no liability to the Buyer in respect of any failure to complete the Services by any agreed date.

12. FORCE MAJEURE

- 12.1 Neither Party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

13. SEVERANCE

- 13.1. The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions or the Proposal are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (and, by extension, the Proposal). The remainder of these and the Proposal shall be valid and enforceable

14. COMMUNICATIONS

- 14.1 All notices under these Terms and Conditions and under the Proposal shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.
- 14.2 Notices shall be deemed to have been duly given:
 - 14.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or
 - 14.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or
 - 14.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
 - 14.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.
 - 14.2.5 All notices under this Agreement shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party

15. WAIVER

- 15.1. The Parties agree that no failure by either Party to enforce the performance of any provision in these Terms and Conditions or under the Proposal shall constitute a waiver of the right to subsequently enforce that provision or any other provision. Such failure shall not be deemed to be a waiver



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of any preceding or subsequent breach and shall not constitute a continuing waiver.

16. HEALTH & SAFETY

- 16.1. COVAC shall, in the execution of the Order ensure that all materials and workmanship shall comply with any Act of Parliament, statutory instrument or order or any other regulation or bye-law, from time to time in force which are or may become applicable to the period this order is in force.

17. CONFIDENTIALITY

- 17.1 The Buyer will regard as confidential the proposal and all information obtained by the Buyer relating to the business and/or products of the Supplier and will not use or disclose to any third party such information without the Supplier's prior written consent provided that this undertaking shall not apply to information which is in the public domain other than by reason of the Buyer's default.
- 17.2 The Buyer will not use, authorise or permit any other person to use any name, trademark, house mark, emblem or symbol which the Supplier is licensed to use or which is owned by the Supplier upon any premises, note paper, visiting cards, advertisement or other printed matter or in any other manner whatsoever unless such use shall have been previously authorised in writing by the Supplier and (where appropriate) its licensor.
- 17.3 The Buyer will use all reasonable endeavours to ensure compliance with this Clause 14 by its employees, servants and agents.
- 17.4 The provisions of this Clause 14 shall survive the termination of the Proposal

18. DISPUTE RESOLUTION

- 18.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.
- 18.2 If negotiations under sub-Clause 18.1 do not resolve the matter within 30 days of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution ("ADR") procedure.
- 18.3 If the ADR procedure under sub-Clause 18.2 does not resolve the matter within 30 days of the initiation of that procedure, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.
- 18.4 The seat of the arbitration under sub-Clause 18.3 shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed between the Parties. In the event that the Parties are unable to agree on the arbitrator(s) or the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for the time being of the Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators and for any decision on rules

that may be required.]

- 18.5 Nothing in this Clause 18 shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.
- 18.6 The decision and outcome of the final method of dispute resolution under this Clause 18 shall be final and binding on both Parties

19. THIRD PARTY RIGHTS

- 19.1 A person who is not a party to the Proposal shall have no rights under the Proposal pursuant to the Proposals (Rights of Third Parties) Act 1999.

20. DATA PROTECTION

- 20.1. All personal information that the Supplier may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and the Buyer's rights under the GDPR.

21. GOVERNING LAW

- 21.1 These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.