

# CLEARTECH GROUP LIMITED - STANDARD TERMS & CONDITIONS OF CONTRACT

## General Conditions between Cleartech Group Limited (“the Seller” or “Cleartech”) and the Buyer.

It is hereby agreed as follows:

1 These Conditions apply to all or any Goods and/or Services which are to be provided by CLEARTECH under a purchase order, agreement, instruction, acceptance or other contract formed with the Buyer, hereinafter referred to as the Agreement. These terms shall apply exclusively unless any other contract is signed by a Director of Cleartech Group Ltd.

2 Unless otherwise agreed in writing prior to commencement of the procurement of any goods and/or services, the following terms shall have the following meanings in these Conditions:

“Goods” shall mean any goods which are the subject of this Purchase Order. “Services” shall mean any services which are the subject of this Agreement.

“Quotation” shall mean any document submitted or verbal quotation offered by CLEARTECH to the Buyer culminating Agreement now subject to these Conditions.

“Third Party Contract” shall mean any contract which may exist between CLEARTECH and any third party.

“Buyer” shall mean any person, firm or company buying Goods or Services from CLEARTECH under the Agreement to which these terms and conditions apply.

“Services” shall mean any services which are the subject to the Agreement including the provision of labour.

“Goods” or “Services” may be construed as Goods and/or Services

## 3 Standard/Quality of Goods and Services

3.1 Where and to the extent that Goods and/or Services are not fully detailed or specified in the quotation they are to comply with good industry practice.

## 4 Seller’s Obligations

4.1 The Seller shall carry out and complete its obligations under the Agreement in all respects to the reasonable satisfaction of the Buyer.

## 5 Third Party Contract Terms

5.1 Cleartech shall not be deemed to have knowledge of the provisions of any Third Party Contract including programme details. There is no privity of contract between Cleartech and any third Party other than the Buyer.

## 6 Inspection of Goods and/or Services

6.1 The Buyer may, acting reasonably, issue instructions requiring the Seller to open up for inspection any work covered up or to arrange for or carry out any test of any materials.

6.2 Such opening up shall be at the Buyer’s expense

6.3 The Buyer may on reasonable notice inspect Goods before despatch from the Seller’s premises.

## 7 Manner of Carrying Out the Services

7.1 Cleartech shall not be obliged to make delivery of Goods to site nor commence any Services on site without obtaining the Seller’s prior written consent and/or any other relevant consents. In the event that Cleartech attempts or in part provided goods/services in the absence of such a consent, this shall not constitute a waiver of the term.

7.2 All equipment belonging to the Seller which is brought onto site shall remain property of the Seller until such time as the goods and services are paid in full including any retained sums pertaining thereto.

7.3 The Seller shall co-operate with such others in carrying out the Services as the Buyer may reasonably require.

7.4 The Buyer shall take all reasonable steps to ensure that any Goods or Services provided under the Agreement are protected from any loss or damage by third parties for a period to be notified by CLEARTECH in writing or if no such notification is given, until the Services have been completed.

7.5 On completion of the Services the Seller shall remove the Seller’s equipment and unused materials and shall clear away from the site all rubbish arising out of the work and leave the site in a neat and tidy condition.

## 8 Delivery

8.1 Where the Buyer has specified a destination the Seller shall deliver the Goods or Services to the precise destination specified by the Buyer.

8.2 If it is stated in the Agreement that time is of the essence for the delivery of the Goods and/or services and the Seller fails to deliver the Goods or Services on any date for delivery stated in any Agreement, or in a reasonable period of time considering all circumstances, the Seller shall not be liable to the buyer for any consequential losses or damages.

## 9 Responsibility for safety and employees

9.1 The Buyer will at all times observe the requirements of all legislation relevant to the Goods and Services including without limitation the 1974 Health and Safety at Work Act and the Construction (Design and Management) Regulations 2007 and shall carry out its obligations under the Agreement in such a manner as to safeguard the health and safety of all persons, including those employed by the Seller in connection with the Agreement.

9.2 The Buyer hereby agrees to comply with any and all requests of CLEARTECH in respect of health and safety matters and shall be deemed to be aware of specific requirements and comply with all other relevant legislation, regulations, standards and codes of practice.

## 10 Programme and Interruptions

10.1 Cleartech shall carry out and complete the goods and/or services in a continuous visit.

10.2 If no specific programme is agreed the Seller will commence and complete the Services in a reasonable period of time having received sufficient notice to do so from the Buyer.

10.3 The Seller shall be reimbursed for any abortive visits delays at the following rates;

Commissioning Manager £800 per day + expenses  
Engineer £520 per day + expenses  
Technician £380 per day + expenses

## 11 Confidentiality

11.1 The Seller agrees to keep confidential and not to disclose to any person or use or permit to be used without the Buyer’s prior consent, any confidential information relating to the Agreement save as for Health and Safety reasons or in order to comply with legislation.

## 12 Variations

12.1 CLEARTECH may undertake any direction in writing to the Seller pursuant to this Agreement

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12.2 The Seller will only comply with any written variations, directions or instructions received from the Buyer provided that cost changes are agreed in advance of undertaking the work.

### 13 Payment

13.1 Payment shall, unless otherwise agreed and specified in the quotation or the Agreement, be due upon application/invoice and finally payable by the Buyer 30 days from the date of the invoice (or application for payment) submitted by the Seller.

13.2 In the event of late or overdue payment, Cleartech will be entitled to interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998 as amended, applicable following the Final Payment Date.

13.3 Title to all goods/services/materials/certificates/drawings, equipment and anything provided by Cleartech shall remain with the Seller until such time as all goods and services have been paid for in full, regardless of any certification process. The Seller may withdraw goods and services at any time and without notice in the event that any payment becomes overdue.

### 14 Dispute Resolution

14.1 Either party may refer any dispute to Adjudication at any time.

14.2 Any Adjudication shall be conducted under the Scheme for Construction Contracts Regulations (Scotland) 1998 as amended by the Construction Contracts (Scotland) Amendment Regulations 2011.

14.3 The Adjudicator Nominating Body (ANB) shall be UK Adjudicators. The parties shall also be free to agree on the name of any person to act as Adjudicator.

14.4 Any disputes shall be finally determined by Arbitration under the Arbitration (Scotland) Act 2010 inclusive of all default rules. The seat of any Arbitration shall be Glasgow.

### 15 Rights of Third Parties

15.1 Nothing in this Purchase Order confers or purports to confer on any third party any benefit of any right to enforce any term of this Purchase Order pursuant to the Contracts (Rights of Third Parties) Act 1999.

### 16 Force Majeure

16.1 In the event of a force majeure event the Seller shall not be held liable in respect of any failure to perform their obligations under

the Agreement.

### 17 Common Law

These Terms and Conditions shall be subject to the jurisdiction of the Law of Scotland.

### 18 Termination

Cleartech, may by notice, terminate this agreement forthwith for any reason without liability to the Buyer. The Buyer shall remain liable for payment of all goods and or services supplied to such ate.

### SUPPLEMENTAL TERMS FOR CHEMICAL CLEANING AND/OR WATER TREATMENT

1. A full set of system drawings and/or schematics to be made available to Cleartech.
2. The systems shall be statically flushed, filled, vented, all pipework complete and pressure tested prior to Cleartech's arrival.
3. All motorised valves etc. shall be operational & set in the fully open position prior to Cleartech's arrival.
4. All pumps shall be fully available for running during the above cleaning process.
5. Cleartech require an adequate mains water supply - The mains water supply should, in the absence of any other priorities, be sized, so that the minimum flushing flow rates in the system can be achieved without the need to interrupt the process whilst break tanks re-fill. Appropriate mains water pipe sizes can be related to systems volumes. A minimum pressure of 3-Bar should be provided at the top of the building to ensure that flushing volumes are achievable. The filling loop must be sized in accordance with BSRIA AG1/2001. (See table below) The water supply must be no further than 20m from main return pipework within the pump plantroom.

SYSTEM VOLUME(litres)	MINIMUM MAINS SIZE (mm)
<2000	25
2000-10,000	40
>10,000	50

6. The system is to be provided with low point drains of the straight through

type on all main return pipes. The size of drain required to be agreed prior to commencement.

7. By-pass pipework must be full flow and fitted with valves to allow for isolation of individual sections of the systems.

8. Cleartech's costs are based on disposal of all effluent to on site foul drains no allowance has been made for off site disposal of effluent waste. Where effluent requires tankerage or the local water authorities make a charge for the disposal, these costs shall be borne by the Buyer.

9. Cleartech has not included the supply of a discharge effluent license. Effluent discharge consent will be required to be provided by the Buyer.

10. Foul drains capable of receiving flushing water at the maximum rate of supply within 20 metres of all plant drains.

11. Electrical supplies for temporary water injection/circulation pumps, the supply should be single phase 110 volt, capable of supplying 32 amps starting current for each of two pumps. All connections for temporary pumps to be installed by the Buyer.

12. Any item of plant or equipment that may be subject to damage by water velocity and/or blockage during the cleaning process must be bypassed by a loop by others at the Buyer's cost.

13. All by-passed plant should be provided with valves and drain connections for back flushing plant at completion as per BSRIA AG1/2001.

14. Cleartech does not accept any liability for any item of plant which is left in the system during the cleaning process and which subsequently becomes blocked or damaged.

15. Unhindered access to all areas must be made available to Cleartech's Engineers. All control valves must be available for manipulation by manual control system means.

16. The cleaning process requires a continual period of work during normal working hours. Where this is not possible due to situations beyond Cleartech's control the right to apply premium charges is reserved.

17. A 240V or 110V power supply will be provided by others to all areas as required.

18. A Buyer's representative who is fully familiarised with the system will be present during all of the works.

19. All strainers shall be removed by the clients operatives.

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20. Cleartech has not allowed for back flushing terminal units

21. Cleartech's price is based on the systems (our definition of a system being the whole of a system to be cleaned) being complete, pressure tested and all circuits and valves being fully open prior to attendance on site.

22. Cleartech has allowed for each system to be completed in one continuous site visit. Any repeat visit, partial treatment of systems or abortive call outs will be subject to additional costs.

23. The Corrosion inhibitor we propose to use is Cleartech CW25, this is NOT suitable for systems containing Aluminium – Cleartech can provide an alternative product if required

24. A list of the materials used in the construction of the systems must be made known to us to ensure complete compatibility with the chemicals intended for use. In particular if **aluminium** is present within the system.

25. A person to witness all operations, Cleartech require full time attendance as cleaning and flushing operations can be adversely affected by delays

26. Cleartech operations involve the use of water, whilst every effort will be made to prevent unwanted spillage of water Cleartech cannot guarantee that none will occur.

27. As Cleartech shall be working on individual floors as part of the Agreement any item which is susceptible to water damage must be provided with protection by the Buyer. Cleartech will provide equipment to remove any accidental spillage in the form of wet and dry vacuum cleaners.

28. No allowance has been made for venting the system on completion of the cleaning works.

29. The use of grease based flux, zinc or aluminium as materials of construction will be notified to Cleartech in writing prior to commencement of the works.

### General Terms and Conditions & Exclusions:

1. The systems should be complete and full of water and fully vented by the Buyer prior to Cleartech's works.

2. Disinfection will be carried out strictly in accordance with BS8558 & relevant Cleartech Specifications.

3. A bacteriological examination Certificate will be issued giving the test results with comments relating to the quality of water, if requested.

4. Cleartech has not included for the following;

- Any repeat visit, partial treatment of systems or abortive call outs will be subject to additional costs and only carried out after a reasonable period of notice in writing from the Buyer.
- working in confined spaces
- leakages and subsequent damage that may occur as direct result of open sections of work that are incomplete for any reason
- cost associated with supply of water, power for running the system pumps, boilers, etc
- damage to the system caused by loss of mains "supply" of water pressure.
- any extra costs incurred for disposal if the chemicals and the effluent cannot be discharged via the sewage system for any reason
- leachate flushing
- damage caused by blockage or breakdown of the drainage system.
- damage caused by inclement weather

5. Designated flushing points to be agreed prior to commencement.

6. Cleartech require 15mm gate valve or quarter turn valve after incoming main isolation valve - Drain cocks are no longer required due to valves acting as non return valves under pressure.