

## TERMS & CONDITIONS OF SALE

1. **GENERAL** All contracts are made & all orders are accepted on the following terms & conditions & no addition or variation thereto shall be made unless agreed in writing by the Seller & the Buyer. References within these terms are defined as below:

- |      |                         |  |
|------|-------------------------|--|
| i.   | 'Seller'                | refers to P&J Dust Extraction Ltd.   |
| ii.  | 'P&J'                   | refers to P&J Dust Extraction Ltd.   |
| iii. | 'Buyer'                 | refers to the person or company contracting directly with the Seller.                |
| iv.  | 'Client'                | refers to the person or company contracting directly with the Seller.                |
| v.   | 'Client Representative' | refers to a person authorised to contract and make decisions on behalf of the Buyer. |

2. **LEGAL CONSTRUCTION** The contract shall be construed according to & governed by English Law.

3. **COMPANY DETAILS** - P&J Dust Extraction Ltd registered in Cardiff, 20th February 1980, Registration Number 1480412.  
Regd. Address: 1 Forstal Road, Aylesford, Kent, ME20 7AU. Head Office & Trading address: Elmley Industrial Estate, Queenborough, Kent ME11 5GA.

4. **BUYERS CONDITIONS OF CONTRACT** Buyer's Conditions of Contract are hereby modified or negated so far as they are contradictory to the following terms & conditions in the case of conflict the following terms & conditions are to apply.

5. **ESTIMATES** No estimate is binding upon P&J until the Order has been accepted by P&J. P&J acknowledges in writing all orders accepted.

6. **VALIDITY** The prices on quotations are valid for 28 days, after which time the price ruling at the despatch date is applicable.

7. **CONFIDENTIALITY OF DRAWINGS AND CORRESPONDENCE** All drawings, quotations, tenders, specifications, references, reports, performance records, application information originating from P&J, all correspondence between P&J and the buyer, and the buyer and P&J's referees, are confidential and must not be copied or passed to another party unless [a] specific permission has been obtained from P&J or [b] the buyer is obliged to disclose such information under the Freedom of Information legislation and within the terms of the buyer's Publication Scheme. All disclosures must be notified in writing by the Buyer to P&J with full details within 7 days of the disclosure. Such disclosure details will include the name & address of the requestor, information disclosed, any reasons given by the requestor for disclosure request, copies of the disclosure request, and any related correspondence & replies.

8. **PRICE** All prices quoted are exclusive of VAT or any similar taxes levies or duties. The price agreed is based on the cost in sterling of all materials, labour, goods, services & transport at the date of the quotation. Should these costs increase between that date & the date of despatch P&J reserves the right to add to the price such sum as may be necessary to cover the amount of such increase. The price quoted is based on there being free on-site parking, clear access to the site for offloading & installation, a constant supply of single-phase electrical power & compressed air & the installation being carried out in one uninterrupted period. If parking, congestion or toll charges are incurred, they will be charged as an additional cost. Any discount agreed is conditional on the invoice being paid by the due date. If an invoice is overdue for payment the discount is rescinded & the full price for the goods or services is due.

9. **RETENTION & MAIN CONTRACTORS DISCOUNT** Quotations do not allow for retention or main contractors discounts, if you would like a quotation taking either or both into account please advise us and a revised quotation that specifies the extra charges will be issued.

10. **ELECTRICAL INSTALLATION & BUILDING WORK** is excluded. P&J can provide a quote on request. Starters & control gear are supplied loose for remote mounting. Connection from the isolator to the starter/controller and from starter/controller to the extraction unit motor(s) is the responsibility of the Buyer's installing electrician, who it is recommended should be on site during our installation period to electrically install.

11. **DRAWINGS** P&J produce a digital image for approval on request after an order has been placed. The Buyer must supply electronically suitable AutoCAD site and location drawings giving details of the rooms concerned with accurate dimensions for all existing, planned and or specified fixtures fittings and services that may be relevant. P&J will produce an AutoCAD drawing comprising an extraction installation layer for the Buyer's drawing. 'As Installed Drawings' are provided within the electronic P&J LEV Commissioning Test Report, these comprise a schematic layout or 3D representation. If more detailed drawings are required these can be provided at extra cost. Hard copies of drawings are not supplied.

12. **DEMONSTRATIONS & TRAINING** P&J's quotations for system installations allow for demonstration and training in the use of the system to the end user[s] by the P&J LEV commissioning engineer at the time of the scheduled Commissioning (Initial) LEV test, which is by agreed appointment. If no P&J LEV test has been ordered or a separate visit is required for demonstration or training it is chargeable as an extra site visit.

13. **OUT OF HOURS WORKING** Quotations are based on work being carried out between 7:30am and 6.00pm, Monday to Friday inclusive. All other times and Bank Holidays are out-of-hours. If the Buyer requires out-of-hours attendance on site, or if out of hours manufacturing work is needed to achieve a required despatch date, it may be possible to accommodate the Buyers request. In this case, an extra charge will be made. If P&J is refused permission to remain on site for the full period 7:30 am to 6pm, or other specified times stated on the quotation, for example by being asked to leave early, it will be necessary to make additional trips to site for which Extra Site Attendance Fees will be charged.

14. **CONSENTS, LICENSES & PERMISSIONS** P&J assumes that any consent necessary for the work to be carried out have been obtained from all appropriate authorities & property owners by the Buyer and any conditions therein disclosed to P&J prior to quotation preparation. P&J makes no provision for any expenses incurred in connection with obtaining licenses etc. The cost of any variations to the specification ordered that are needed to comply with the requirements of any consents, licenses or permissions, that have not been detailed as allowed for within the P&J quotation, will be payable by the Buyer in addition to contract price.

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15. **SUPPLY ONLY** Where the quotation is on a 'Supply Only' basis the Buyer is responsible for any freight, delivery, unloading, assembly & installation required. 'Supply only' units may be in 'flat pack' form and therefore require assembly by the Buyer prior to installation.

16. **DELIVERY** P&J will endeavour to despatch goods ordered within any time quoted from receipt of a written order, but time will not be of the essence & P&J will not be liable for any loss arising directly or indirectly due to late delivery or non-delivery. Claims for goods lost or damaged in transit will only be considered if notification is given in writing. Claims for goods damaged in transit or short delivered will only be considered if notification is given to P&J verbally at the time the damage is discovered and notification in writing is given [a] to the carrier, at the time of delivery on the carriers delivery docket or the carriers consignment note AND [b] to P&J within 3 days of receipt of the goods. Claims for non-arrival of the whole consignment will only be considered if notification in writing is given to P&J within 7 days from the date of notification of despatch.

17. **CARRIAGE** is charged on all supply-only orders and certain installation orders. If carriage is to be charged on an installation order, reference to carriage costs will be made in the quotation or the acknowledgement of order.

18. **OFFLOADING** the Buyer shall supply labour to assist in off-loading, together with adequate unloading facilities and equipment.

19. **OPERATING & MAINTENANCE MANUALS** One electronic copy of the manufacturer's Operating & Maintenance Manual will be supplied for each extraction unit ordered. Hard copies are available at the extra cost of £55.55 -10% prompt payment discount = £50 + VAT

20. **ACCESS EQUIPMENT** The cost of providing Access equipment, Scaffolding or Cranes is excluded. If the Buyer notifies the Seller that appropriate equipment is not available for use on site, the Seller will arrange for hire. The costs will be additional to the agreed contract price. Work for which Access Equipment may be required includes, but is not limited to: Inspection, TeXt, Commissioning, Installation, Servicing or Maintenance.

21. **PART EXCHANGE** Where a part exchange has been agreed the Buyer must arrange for the starter and/or control panel to be disconnected from the mains electricity supply before our arrival on site. In addition, the Buyer must arrange for a clear passage with manual loading assistance, appropriate loading facilities, and equipment for the unit to be removed and loaded onto P&J's vehicle. HMRC require P&J to issue an order for the part exchanged machine. They also require that the Buyer invoices us for the machine being part exchanged. You may deduct your invoice amount from the amount you pay us, or P&J can pay you for the part exchange.

22. **INSTALLATION SCHEDULING** It is important that the installation work is scheduled in the program of works in an appropriate place, with installation to be completed in one continuous period on site. This will usually be at the end of all other mechanical and building works, except decorative finishes as these will not be made good. If the Seller wishes to break the installation into two or more sessions i.e. by delivering extraction units to site prior to the Installation period or to facilitate special works such as fitting ducting above a ceiling or beneath the floor surface, the total contract price will be increased by extra site attendance fees plus expenses. P&J will invoice for the value of the works completed and/or delivered to site on the first stage P&J will charge an extra site attendance fee. Payment of this first invoice will be due on completion of the first stage of the work. Usually 20 working days notice is required to allocate a specific installation date. All installation dates are agreed with the Buyer.

23. **SATISFACTORY COMPLETION** the Buyer is to arrange for a Client Representative to be on site at the agreed commencement time for the installation/test, to be available throughout the installation/test period in case of queries, and to sign the work status / completion documents when the P&J operative(s) are ready to leave site. If the Client Representative is unavailable the Buyer is deemed to have accepted the work as satisfactory.

24. **COMPONENTS REMOVED FOR MODIFICATION** Sometime machine extraction hoods, parts and/or guards on the machinery that is being extracted from may need to be modified to improve contaminant control. This may affect the manufacturer's warranty on the modified equipment. The Buyer is responsible for obtaining any necessary permission. The modifications may be carried out on site, or the parts may be removed by P&J for modification at the P&J factory. When parts have been removed from the machine it must not be used. It is the responsibility of the Buyer to prevent use of the machinery until the part has been properly re-fitted. P&J will draw the matter to the attention of the Client Representative and offer an appropriate warning notice for the Client Representative to attach to the machine. The modified parts will be returned to site as soon as possible by carrier to give the Buyer the opportunity to have the parts fitted by a competent member of their own staff thereby reducing machine down time. Alternatively, if a LEV test is due after the date of modification, P&J's test engineer will fit the parts during that scheduled visit

25. **EXTRA COST** Should the work be suspended by the Buyer's instructions or lack of instructions; the contract price shall be increased to cover any resulting extra expense incurred by P&J. Should forwarding instructions be withheld when goods are ready for despatch a suitable charge will be made for storage & fire insurance at the rate of 0.50 % of the sales price + VAT per day. The goods are to be paid for as if they had been despatched. Any charge for storage or demurrage after despatch must be paid by the Buyer.

26. **SITE READINESS FOR INSTALLATION** The following must be completed prior to P&J's arrival on site, these are required to enable P&J to install in an uninterrupted period:

- i. The building structure, proposed unit base location and internal finishes i.e. flooring, ceilings and wall finishes (except decorative) must be complete & suitable for the required load bearing & fixings to accommodate the LEV and ductwork.
- ii. The machinery P&J is connecting to must be on site in the correct location and bolted down in the final position.
- iii. All building work i.e. level concrete bases and holes through roof/walls must be ready for use, of agreed size in specified location.
- iv. Existing LEV to be utilised must be on site fully assembled and bolted down in its final position ready for ductwork connection.
- v. Existing LEV that is to be replaced must be disconnected from the mains electricity supply & moved away to allow room for the replacement LEV to be sited.
- vi. A clear passage suitable for the required load bearing must be available for the new unit, duct and ancillaries to be moved to the installation location including allowing for the additional weight and dimensions of any access equipment to be used.
- vii. The site must be safe to work in and appropriately lit.

If the above preparations are incomplete by the agreed installation date the work will be delayed. Extra site attendance fee will be charged for each aborted day.

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28. **SURPLUS FITTINGS** P&J routinely supply contingency and duplicate parts to facilitate installation. All surplus fittings or materials remain the property of P&J and must be returned by the Buyer to P&J or will be charged for.
29. **ATEX & BS EN61241-10:2004 'Electrical apparatus for use in the presence of combustible dust'** P&J's standard range is designed for use in a Non-Hazardous Area [an area in which combustible dust or fume is not present to an extent that will permit the formation of significant explosive dust/air or fume/air mixtures]. P&J also manufacture units which are suitable for use in Hazardous Areas [areas in which combustible dust / fumes in cloud form is or can be expected to be present in quantities such as to require special precautions for the construction and use of equipment to prevent ignition of an explosive dust/air or fume/air mixture] The Buyer is responsible for carrying out a DSEAR risk assessment, if this has classified any area where the LEV will be located as a Hazardous Area Zone 20, 21 or 22 for dust or Zone 0, 1 or 2 for gases vapours or mists, you must request a unit specified for use in those areas.
30. **STARTERS CONTROL PANELS & SWITCHGEAR** All starters and controllers that are supplied by P&J are supplied loose for remote mounting and are designed for installation in a Non-Hazardous Area. See Electrical Equipment section for details of required standards.
31. **WASTE CREATED ON SITE** Where practicable, hazardous waste will be wrapped in polythene. All waste created on site will be left on site for later disposal by the Buyer. P&J can, on request and at extra cost, remove the waste from site and dispose of at an appropriately licensed waste disposal facility. In this case, the contract value will be increased by industrial waste and or hazardous waste transportation and disposal costs.
32. **HEALTH & SAFETY** If P&J or their contractors will be visiting site, the Buyer is required to provide a safe working environment. The Buyer must draw to the attention of P&J's Health & Safety Manager, in writing, at least 14 days prior to the commencement of work, any risks and or hazards present on site and details of any Reportable Incidents [RIDDOR], near misses, or other Health & Safety incidents or accidents that have occurred on that site. If the Buyer and/ or the site occupier have specific site requirements, i.e. health & safety procedures, permission to start work schemes, rules or policies, which must be observed, the Buyer must forward copies at least 14 days before P&J is due to start work on site so that P&J can ensure that the relevant employees are fully briefed. Risk Assessments and Method Statements for P&J's scope of work are provided. All requests from the Buyer for Insurance Certificates, Risk Assessments, Method Statements, Health & Safety or Quality documentation or records must be received at least 21 days prior to the commencement of work on site. If such requests are made at short notice, P&J reserves the right to abort the planned installation dates and re-schedule for a later date in which event the Buyer will be liable for extra site attendance fees for each aborted day.
33. **WELFARE FACILITIES & FIRST AID** During site attendance by P&J staff, the provision of toilets, washing facilities, an appointed person & first aid supplies will be the responsibility of the Buyer. The Buyer will either allow P&J staff to share facilities and provision made for the Buyer's own staff at the site, or the Buyer will make specific suitable arrangements for P&J staff, unless otherwise specified in the quotation.
34. **ASBESTOS** All sites that P&J staff and or sub-contractors attend to undertake survey, installation, testing, maintenance or service work must have undergone an Asbestos Survey compliant with MDHS 100 and the Control of Asbestos at Work Regulations. The Asbestos Materials Register [The AMR] must be readily available to our staff on request. The Buyer is required to draw to P&J's notice prior to quotation the presence of asbestos containing materials or potential asbestos containing materials [ACM] and the control measures in force to manage the material to minimise the risk of fibre release. Our quotation is based on assuming that all materials which P&J need to fix to or cut do not contain asbestos. If we have been made aware of the presence of ACM this will be stated in our quotation. An extra charge for any additional labour, materials and equipment required to comply with the ACM control measures will be added to the contract price. If suspected ACM is noted during P&J's site attendance and special control measures are not already in place, work will cease whilst the Buyer produces the AMR to check if the suspected ACM has been sampled and identified as ACM, identified as not ACM or was excluded from the survey. If ACM was identified or the material was not included in the survey, P&J will withdraw from site until control measures are in place. The Buyer will be charged an additional fee for all time delays whilst the AMR is located, and a decision made about work continuing. If P&J withdraw from site, the Buyer will be liable for extra site attendance fees for each aborted day that P&J was scheduled to be on site, in addition Cancellation fees will apply if the work is aborted.
35. **PAYMENT - SUPPLY ONLY** Unless otherwise stated in the quotation or acknowledgement of order, P&J's payment terms for the supply of goods are payment with order unless [a] the buyer has completed a P&J sales ledger account application form AND [b] P&J has issued the buyer with a sales ledger account open letter stating an agreed credit period and an agreed credit limit AND [c] there is sufficient available credit within the agreed limit to cover the total value of the order & the account has been operated within the agreed terms. Invoices for Supply Only of goods are dated the date of dispatch.
36. **PAYMENT - INSTALLATION** Unless otherwise stated in the quotation and acknowledgement of order, P&J's payment terms for installations are 30% deposit, 60% due 7 days before the agreed delivery date or within 7 days of notification of availability to deliver with the 10% balance due on completion of the mechanical installation or within 7 days of notification of availability to attend site for completion of mechanical installation. It may be possible to agree that the final 10% payment may be paid 30 days from the date of completion of the mechanical installation provided that an application for a P&J credit account is completed at the time of placing the installation order and a credit limit is approved. If the payment terms are 'on completion' or 'on delivery' the agreed credit period for the purposes of the late payment of debt legislation is 1 day from the date of the invoice. Invoices for installations are dated the date of delivery to site or 7 days after notification of availability to deliver. If a payment due on delivery is not given to the installation engineers on arrival, they will withdraw from site. Extra site attendance fees will be charged for each day that they were scheduled to be on site and the contract value will be increased accordingly. No Tax deduction may be made from payments to P&J.
37. **CIS CONSTRUCTION INDUSTRY TAX SCHEME** P&J are registered under the CIS scheme, UTR 85790 89757 and qualify for payment without deduction of tax. P&J's CIS status can be verified with HMRC, see <https://www.gov.uk/topic/business-tax/construction-industry-scheme>.
38. **LATE PAYMENT** A payment is considered late if it is received after the last day of the agreed credit period.
39. **LATE PAYMENT OF COMMERCIAL DEBTS REGULATIONS** P&J understands and will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms. All overdue accounts

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are subject to 8% interest plus the current Bank of England base rate; the interest being calculated on the number of days that the payment is overdue. P&J will levy minimum debt recovery charges for each overdue invoice at the following rate: £40.00 for each invoice up to £999.99, £70 for each invoice between £1000.00 and £9,999.99, and £100.00 for each invoice over £10,000.00. Debt recovery charges are made in addition to the interest due on overdue accounts. If P&J refers the debt for legal action P&J shall be entitled to recover the full costs of litigation and the full cost of debt recovery which may exceed the amounts stated as minimum debt recovery charges.

**40. UNPAID CHEQUES** If any form of payment made by the Buyer is not honoured, P&J will charge £50 for each occasion when a payment is declined or referred for representation or referred to drawer.

**41. OVERPAYMENT** If an overpayment has been made P&J's audit requirements and Bank anti-fraud measures must be followed to protect the Buyer and the Seller. A written refund request must be made within 24 months of the date of overpayment. Requests must be on the Buyer's letterhead, explain the circumstances and enclose evidence of the origin of all payments leading to the overpayment, including bank and credit card statements showing both the payment and the account number. Card payments will be refunded to the originating card, BACs or cheque payments will be refunded to the originating bank account. An administration charge of 10%, subject to a minimum fee of £30, will be deducted from the refund to cover the bank charges and administration costs.

**42. EXCLUSION OF WARRANTIES ETC** No warranty condition description or representation on the part of P&J is given or implied, nor is any warranty condition, description or representation to be taken to have been given or implied from anything said or written in the negotiations between the parties or their representatives prior to acceptance of these Terms. The only Warranty applicable is that detailed in these terms and conditions. Any statutory or other warranty, condition or description expressed or implied as the state quality or fitness of P&J's products subject to these Terms is hereby expressly excluded.

**43. WARRANTY** Goods manufactured by P&J and sold as new have warranties for material & workmanship. P&J will repair or replace, at its own cost, goods of its own manufacture which are or become faulty by reason only of the use of defective materials or defective workmanship within twelve months of the date of supply, provided that P&J is informed of such defects immediately that they arise & the damaged or defective goods are returned to the Seller's works carriage paid. This Warranty is subject to the Buyer complying with the conditions detailed in these terms of sale concerning electrical equipment, electrical installation, replacement components, maintenance records, LEV Commissioning and LEV Thorough Examination and Testing. No warranty applies until P&J have received full payment, and for units or systems issued a commissioning report.

**44. SECOND HAND GOODS** supplied by P&J have warranties. The terms of the Warranty are as for goods manufactured by P&J except that the period of Warranty is 3 months unless a different period is specified in the quotation.

**45. EXTRACTION PERFORMANCE:** P&J guarantee that the LEV will control exposure by inhalation of the specified hazardous substance to below the WEL (Work Place Exposure Limit) or benchmark exposure specified in the quotation. This guarantee only applies when a new P&J extraction unit [LEV] is installed by P&J, together with new ductwork & new extraction hoods designed manufactured and installed by P&J and is used at the specified location with the production machinery and sources of hazardous substance specified in the quotation. The installation must have a Commissioning Thorough Examination and Test (TExT) carried out by P&J. No other specific performance warranty is given or implied. None of the air volumes, velocity pressures or velocities are guaranteed. Any fan volumes, system volumes and/or pressures stated in the quotation are maximum potential measured at the fan before pressure losses. If control to below the figures given in the quotation for the WEL or benchmark is not achieved, P&J will modify the system specification and installation to achieve control. To design an effective control system the process needs to be observed in use. Process influences may affect the effectiveness of the LEV. If the process was not observed there may be additional works or modifications required, which are chargeable as extras, to ensure that the LEV is effectively controlling the hazardous substance at all sources.

**46. PERFORMANCE OF EXISTING EQUIPMENT FOR EXAMPLE:** LEV UNIT, FAN, MOTOR, DUCTWORK, EXTRACTION PORTS OR HOODS P&J give no guarantee of effective control to below the WEL being achieved or the fitness for purpose of existing components that are re-used. Ineffective components often cannot be identified at the time of quotation or installation unless P&J carry out a LEV Thorough Examination & Test report at the same time. All re-used equipment will be subject to a Thorough Examination & Test during the LEV Commissioning process so that any deficiencies in effectiveness are reported on and any chargeable remedial work will be identified in the Commissioning report. If others supply extraction hoods or the LEV is connected to existing machinery extraction ports and a manufacturer's specified velocity/extraction rate or pressure for such connections has been provided to P&J and is detailed in the quotation, P&J's extraction performance guarantee will be limited to providing the specified duct velocity at the P&J duct serving the connection. The Buyer should note that suppliers of hoods and machinery equipped with extraction ports often do not correctly design or specify the LEV interface. Consequently, the Buyer's machinery may have hoods or extraction ports of the wrong size or in the wrong position or otherwise be ineffective and require upgrading.

**47. WARRANTY ON EXISTING SYSTEMS** Where P&J are modifying or extending an existing extraction unit, LEV, and/or duct system, there is no warranty explicit or implied that the modified system will provide efficient extraction or that it will be capable of the re-designed duty and or application.

**48. WASTE RECEPTACLE VOLUMES** Waste receptacle volumes/capacities are approximate total volumes. The maximum practicable usable capacity will vary according to waste type (density/weight), the emptying method used, the requirements for bag sealing, and manual handling considerations.

**49. WASTE COLLECTION RECEPTACLE FILLING** It is not possible to guarantee the even distribution of waste into the waste collection receptacles where there are multiple receptacles in a unit.

**50. ELECTRICAL EQUIPMENT** supplied by P&J for installation by others must be installed in compliance with current UK regulations.

**51. ELECTRICAL INSTALLATION IN THE UNITED KINGDOM** It is a condition of the warranty that all electrical installation work must be carried out by an NICEIC registered contractor in accordance with the 18th Edition of the IEE Regulations and BS7671 or such later British Standard or IEE

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edition as is current at the time of installation AND IEE certification must be issued & IEE test procedures carried out at all stages of the installation process. The IEE certificate must be forwarded to P&J in the event of a warranty claim.

**52. ELECTRICAL INSTALLATION IN EIRE** All electrical installation work must be carried out by an RECI [Registration of Electrical Contractors] registered contractor in accordance with the NREI [WR] [National Rules for Electrical Installation [Wiring Rules]] Regulations as drawn up by the Electro - Technical Council of Ireland, AND NREI [WR] certification should be issued & NREI [WR] test procedures carried out at all stages.

**53. ELECTRICAL INSTALLATION IN COUNTRIES OTHER THAN THE UNITED KINGDOM OR EIRE** It is a condition of the warranty that all electrical installation work must be carried out by a registered contractor in accordance with the applicable national rules for electrical installation AND applicable certification must be issued & test procedures must be carried out at all stages of the installation process as defined by the applicable national rules for electrical installation.

**54. REPLACEMENT COMPONENTS** It is a condition of the warranty that all replacement components and/or consumable items i.e. filters, waste bags, hose, ductwork etc must be supplied by P&J during the warranty and any extended warranty period.

**55. MAINTENANCE RECORDS** It is a condition of the warranty that the equipment must be maintained, checked & serviced in accordance with the Operating & Maintenance Manual. The P&J LEV Maintenance Log book must be duly completed recording the regular checks undertaken to comply with the user's duties under the COSHH regulations and the guidance given in HSG258 throughout the warranty and any extended warranty period.

**56. LEV COMMISSIONING & LEV THOROUGH EXAMINATION & TEST/COSHH ASSESSMENTS** All extraction equipment must be subject to Commissioning and Thorough Examination and Test (TEt) at specified intervals to comply with Regulation 9 of the COSHH Regulations. The LEV Commissioning must be carried out shortly after installation and then Thorough Examination and Tests must be carried out at least every 12 months (a shorter interval applies for some processes). It is a condition of the warranty that Commissioning is carried out by P&J, and that during the warranty and any extended warranty period the TEt must be carried out by P&J.

**57. EXTENDED WARRANTY** Where the equipment is in the UK the Warranty applicable to the electric motor and the LEV system will be extended to 5 years from date of supply if P&J is informed of any defects immediately they arise. This extended Warranty does not apply to consumable items such as waste collection bags, filters, dust seals, flexible hose. The extended warranty is conditional upon the Buyer complying with the clauses relating to Electrical Installation, LEV Commissioning, LEV Thorough Examination and Test, Replacement Components & Maintenance Records.

**58. IDENTIFICATION MARKING** All plates, logos, and other identifying marks on the supplied equipment must not be obliterated, covered or altered unless written permission has been obtained from P&J.

**59. WORK ON EXISTING SYSTEM** If work involves an existing system, the Buyer is responsible for ensuring that all existing waste has been cleaned away. If this has not been done prior to the arrival of P&J's operatives they will clear out accumulated waste, bag it up and request instructions for where to leave it for disposal. This extra labour will be charged at the Engineer Delay Rate. If the system is to be relocated, the Buyer must arrange for the following items of work to be completed before the arrival on site of P&J's operatives: The starter and/or control panel must be disconnected from the mains electrical supply. Dismantling, transportation to the new location, any scaffolding access equipment or craneage required and re erection of the existing system in the new position are all excluded unless specified otherwise in the quotation.

**60. INSTALLING IN ABSENCE OF PLANT TO BE EXTRACTED FROM P&J** may be prepared to undertake installation of duct work etc. in finished rooms in the absence of the machinery/sources to be served. P&J need to receive a layout drawing with the final positions of each machine at least 3 weeks prior to the proposed installation date. P&J will then manufacture and install the ducting to suit this machine layout. A further site visit will be required to make final connections to the sources which will be charged at the Extra Site Attendance Fee for each visit, plus travel and accommodation expenses where appropriate. If, on return to site, P&J incur extra costs because the machinery to be extracted from has been located in a different position from that shown on the machine layout drawing, additional charges will be raised to cover the costs of the extra materials required to finish the job and a further extra site attendance fee if another return visit to site is deemed appropriate by P&J. Payment of the full amount of the installation cost will be due at the time of completion of the first stage of the installation. Charges for the return trip to make final connections will be raised and due for payment at the time of the return trip.

**61. INSTALLATION WORKFORCE** The number of P&J employees attending site to undertake the work, unless stated otherwise in the quotation, will be as follows: Installation of Extraction system – 2, Other Repairs and Servicing – 1 Employee. Some components may be too heavy or bulky for the stated number of operatives to lift and locate in the correct position. In these instances, the Buyer is required to provide unskilled manual assistance under the supervision of the Seller's nominated operative. If the Buyer is unable to provide manual assistance, the installation will have to be postponed. In this case, extra site attendance fee charges will apply.

**62. INSTALLATION OF FILTERS** is quoted on the basis that one operative be provided to undertake the work. Some models have filters which are too heavy for one man to lift unaided. In these instances, the buyer is required to provide unskilled manual assistance to help lift the old filter[s] out and lift in the new filter[s] under the guidance of P&J's operative. If the Buyer does not provide manual assistance, the installation of the filters will have to be postponed and extra site attendance fee charges will apply. The installation will be re-scheduled for 2 men to attend site and an extra charge will be raised for the additional labour cost for both hours on site and travelling time. If the Buyer has requested a quotation based on no manual assistance being available, the quotation will state that the installation has been costed for 2 operatives to attend site. The dirty filters will be wrapped in polythene and left on site for later disposal by the Buyer. P&J can, at extra cost, remove the contaminated filters from site and dispose of them at a licensed waste disposal facility. In this case, the contract value will be increased by hazardous waste transportation and disposal costs.

**63. SUB-CONTRACTORS** Although P&J does not usually employ sub-contractors, P&J reserves the right to sub-contract the fulfilment of the order.

**64. NAMEBOARD DISPLAY** P&J reserve the right to display temporary name boards on site for the duration of any installation works.

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**65. SERVICE CALLS** It is not possible to estimate the cost of service work because of the difficulty of defining what may be required. Work is carried out on the basis that P&J cannot guarantee to rectify a problem. Accurate information must be provided by the buyer to P&J in respect of the identification of the served machines together with the symptoms of the malfunction, the hazardous substance[s] concerned and the processes controlled by the extraction system. The buyer must specify if an Electrically Experienced Service Engineer is required or a LEV Engineer. The identity and any changes to the extraction system specifications must be advised to P&J at the time of requesting a service call. Parts supplied cannot be returned for credit unless agreed in writing by P&J. If accepted, the parts will be subjected to a re-stocking charge. Packing & transport charges will not be credited. A Client Representative must be on site during the service engineer's attendance to sign confirming the parts that have been supplied, that the work has been carried out satisfactorily and within the number of hours specified on the service engineers report. Hours charged-for are the complete and part hours spent on site and travelling from our works or the engineer's previous place of work to site, plus expenses.

**66. POSTPONEMENT OF INSTALLATION DATES** All installation dates are agreed in writing. If an Installation date is changed by the Buyer, P&J require immediate telephone confirmation and written notice prior to the installation date. The length of notice of postponement required varies according to the number of days P&J would have been on site. Where P&J are scheduled to be on site for 1 day or less at least 14 days' notice is required. Where P&J are scheduled to be on site for 2+ days at least 28 days' notice is required. Failure to give the required length of notice will mean that P&J will be unable to re-schedule other work for the cancelled days. P&J will charge an extra site attendance fee for each cancelled day. If an agreed installation date is postponed by the Buyer on 3 occasions, P&J may opt to deem the contract cancelled and apply the appropriate cancellation charges. If an installation date is offered to the Buyer on 3 occasions and not accepted, P&J may opt to deem the contract cancelled and apply the appropriate cancellation charges.

**67. SCHEDULING OF LEV TeXt OR COMMISSIONING** Prices quoted for testing, inspection and commissioning have a reduced travel cost element and are based on P&J attending site when the local engineer is available in the area. If the Buyer requires a specific date additional travel charges may be made.

**68. LONG TERM TeXt CONTRACTS** Extended contract periods are offered, usually 3 or 5 years with a fixed discounted price for the duration of the term. The discount for completed tests is rescinded and becomes payable if the work due to be carried out in subsequent years is cancelled before the end of the agreed term of years. Test frequencies for processes with a statutory interval of 12 to 14 months are deemed to be due annually in compliance with HSE recommended best practice.

**69. TESTING ALL LEV PLANT ON SITE** To ensure that the Buyer does not inadvertently omit items of LEV that they have a statutory obligation to subject to a TeXt P&J offer to test all LEV found on site, whilst in attendance for scheduled testing at a reduced cost. The quotation and acknowledgement or order details the charges applicable for extra items tested. The Buyer can choose to opt out of this extra work at the time that they place the order. The TeXt engineer will test additional equipment if he has time available. On some occasions it may be necessary to return to site in which case the Buyer will be advised if any travel charges will be incurred. It is preferable for the Buyer to have notified P&J of the items before the visit is scheduled so that an appropriate amount of time is allowed for. The engineer will endeavour to identify all LEV and will ask the Clients Representative if there is other equipment, however no liability is accepted for items not noted.

**70. LEV RE-TEST FOLLOWING SYSTEM IMPROVEMENTS** It is a statutory requirement to carry out a re-test of LEV equipment to prove the effectiveness of the repair. The extent of the re-test and report will be enough to demonstrate that the performance has now improved; it will not be a full system test. LEV must have a full TeXt at statutory intervals, the retest is not a substitute for the main test and will not affect the interval at which the next statutory inspection falls due.

**71. PLANT OPERATIONS DURING COMMISSIONING, TEST OR SAMPLING** The Buyer must provide an authorised competent operative to operate the typical process with the usual materials and all machinery to be tested including the source, process equipment and the LEV must be available for use throughout the course of the visit, with any halts and interruptions to operations that the engineer may request permitted so that readings representative of normal processing conditions can be safely obtained by the LEV Inspector. If this is not done, the Inspector will be unable to record all the relevant information and may be unable to proceed. In this case an aborted test fee together with an aborted sampling fee, where applicable, will be charged. If only partial data has been recorded, the Buyer has the option of accepting the report with partial data only; or a re-test will be scheduled and charged for. If a re-test is needed to obtain more data a re-test fee will be charged. LEV Commissioning, Inspection, Testing & Air Clearance checks may involve smoke generation which can activate the Buyers fire detection/alarm systems. The Buyer is responsible for making all necessary arrangements to manage the potential for false alarms and permit the smoke test to proceed. If the fire detection/alarm system is disabled during smoke testing, the Buyer is responsible for: disabling the system; arranging for equivalent safeguards to be in place while the system is disabled; communicating the alternative arrangements to applicable personnel; and, reactivating any disabled systems after testing has been completed. Any damage resulting from the disabling of the fire detection/alarm system shall be the responsibility of the Buyer.

**72. DELAYED OR ABORTED LEV INSPECTION (TeXt) or LEV COMMISSIONING or SAMPLING** Aborted charges will be made if the test engineer arrives on site within the time frame agreed and is unable to complete the agreed work because of any of the following: the electrical installation has not been completed; the Buyer is not able to run the typical process with the usual materials and an authorised competent machine operator; safe access to all parts of the LEV or the source extracted from or the controls is not possible continuously throughout the duration of the test period; P&J's equipment has been mis-used, tampered with or damaged. The fee for an aborted LEV Inspection is 100% of the agreed test fee and 75% of the agreed personal sampling fee, where applicable. The test and any personal sampling applicable to the contract will be re-scheduled for an alternative date and charged again at the agreed fee. If access by our engineer to the area to be tested may be delayed by your security, induction or admittance procedures this must be disclosed to us. If our engineer is delayed by more than 20 minutes and our quotation does not specify that you have notified us of this possibility an additional charge will be made at the current Engineer Delay Rate.

**73. POSTPONEMENT OF LEV TEST AND/OR SAMPLING DATE** If the agreed date is to be changed by the Buyer P&J require immediate telephone confirmation and written notice prior to the test and/or personal sampling date. If a UK mainland test and/or personal sampling is scheduled for a duration of 1 day or less and is postponed more than 14 days before the agreed test and/or personal sampling date, there will be no charge for re

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scheduling the test and/or personal sampling date. If the scheduled duration is more than 1 day and less than 6 days 28 days' notice is required. If less than the specified days' notice is given P&J may make a postponement charge of 50% of the agreed test and/or personal sampling fee. If an offshore test and/or personal sampling is postponed at any time after a date has been agreed, P&J reserve the right to charge the Buyer for any ferry/airfare/accommodation booking cancellation fees incurred in respect of the postponement, this being in addition to a postponement charge of 50% of the agreed test and/or personal sampling fee. If a test and/or sampling are offered and not accepted or postponed by the Buyer on 3 occasions, P&J may opt to deem the contract cancelled and apply the appropriate cancellation charges. The total contract price will be increased.

**74. LEV TESTING (Text) ON PLANT IN SERVICE** LEV Testing involves working with a system in use collecting waste. As part of the LEV routine daily maintenance this accumulated waste should have been removed. The Buyer is responsible for ensuring that all waste build up has been cleaned away. If this has not been done by the Buyer prior to arrival of our engineer, he will clear out accumulated waste, bag it up and request instructions for where to leave it for disposal. Extra charges will be added to the contract price to cover this additional work at the Engineer Delay rate.

**75. LEV TEST AND/OR SAMPLING REPORTS** The provisional LEV Test Report findings are discussed with the buyer's representative during the test visit. A final report is sent by email. All reports are confidential, and the Buyer is not permitted to disclose report[s] to third parties other than the Health & Safety Executive without the specific written consent of P&J. Invoices for LEV Test and or Personal Sampling Reports are dated the day the test/sampling is undertaken. Hard copies of LEV reports are charged at £55.55 -10% if paid within 30 days = £50 + VAT per hard copy by Recorded Delivery to one address.

**76. LIABILITY** Whilst every reasonable care will be taken, P&J is exempted from all liability for any damage, however caused, whether by negligence or otherwise on the part of its workmen, employees, contractors or sub-contractors engaged on the Buyers premises or elsewhere. P&J shall not be liable for any loss or consequential losses or damage which the Buyer may suffer as the result of P&J's negligence, breach of contract or otherwise.

**77. SET-OFF** the Buyer's right of set-off is expressly excluded. The Buyer is not permitted to make deductions or withhold sums for defective works, non-performance or liquidated damages. P&J maintains appropriate insurance cover. Any insurance claims must be promptly submitted to the insurer.

**78. TITLE** Notwithstanding any agreed terms for payment, all goods supplied, whether or not in the custody of the Buyer, whether or not incorporated into the Buyers products & whether or not fixed to land of any description, shall remain P&J's property until all monies owing by the Buyer to P&J has been paid in full & title to such any goods or materials shall not pass to the Buyer or any other person until such payment has been received by P&J. The Buyer irrevocably consents to P&J or P&J's agent entering the Buyer's property or premises for enforcing P&J's retention of title & removing the goods. Where goods or materials supplied by P&J have been thereafter passed to a third party or incorporated into the products of the Buyer all monies received by the Buyer in respect of such goods or materials shall be held by the Buyer in a separate Bank Account in trust for P&J. Where goods or materials supplied by P&J have thereafter passed to a third party, the Buyer irrevocably consents to P&J or P&J's agent entering the third party's property or premises for enforcing P&J's retention of title & removing the goods. Any consent required from the third party is deemed to have been granted to both P&J & the Buyer by the third party as a condition of the contract between the Buyer & the third party.

**79. COPYRIGHT** The copyrights of all designs and any other item which is capable of being the subject of copyright belongs exclusively to P&J.

**80. INTELLECTUAL PROPERTY RIGHTS.** The intellectual property rights arising from execution of this order belong exclusively to P&J.

**81. IMAGES** P&J reserve the right to take digital images of installations and equipment supplied, being inspected or tested, without seeking further authorisation from the Buyer. Individuals will not be identifiable in images without specific prior consent. Images will be used for quality control, reporting and record purposes. Images will not be published or used for marketing purposes without the written consent of the Buyer.

**82. CANCELLATION** Once orders have been placed & accepted, the Buyer shall not be at liberty to cancel such Orders except with P&J's written consent & upon such terms as P&J may see fit to impose to indemnify P&J against all loss, including loss of profit. Goods that have been correctly supplied and are standard stock items may in some circumstances be allowed to be returned for partial credit but only by agreement with P&J before the goods are returned. A restocking fee of 25% minimum is charged and all carriage costs must be borne by the Buyer. Returned goods must be in saleable condition and original packaging.

**83. CANCELLATION OF INSTALLATION** Charges for installation cancellation; within 28 days of scheduled installation date 100%, after P&J order acknowledgement issued but more than 28 days from scheduled installation date or where no installation date scheduled yet 50%.

**84. CANCELLATION OF LEV TESTS & SAMPLING** If a test and/or sampling order is cancelled after P&J have acknowledged the order but before a test and/or personal sampling date has been confirmed or more than 14 days before the agreed test and/or sampling date, the cancellation charge will be 50% of the agreed test and/or sampling fee. If a test and/or sampling order is cancelled within 14 days of the agreed test and/or sampling date, the cancellation charge will be 100% of the agreed test and/or sampling fee. The total contract price will be increased to reflect these changes.

**85. EXTRA SITE ATTENDANCE FEE – PRE-INSTALLATION SITE SURVEY** An extra fee of £333.33 -10% if paid within 30 days = £300 + VAT + travel & accommodation expenses is charged if the Site Survey visit is aborted or needs to be repeated because of lack of site readiness or the contact is unavailable.

**86. EXTRA SITE ATTENDANCE FEES – SITE INSTALLATION** An extra fee is charged at the daily rate below varying by scheduled team size. plus, travel & accommodation expenses. Per team of two men £999.99 – 10% if paid within 30 days of invoice date = £900 + VAT per day. For 1 man the fee is £600 – 10% if paid within 30 days of invoice date = £540 + VAT. For 3 men the fee is £1500 00 – 10% if paid within 30 days of invoice date = £1350 + VAT. The total contract price will be increased to reflect these extra charges.

**87. ENGINEER DELAY RATE @** £66.66 per hour – 10% if paid within 30 days = £60 + VAT per man on site.

**88. RE-TEST FEES FOR LEV TESTS & SAMPLING** Re-test fees for LEV Tests are 50% of the agreed fee, for Sampling 75% of the agreed fee.

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**89. OFFSHORE INSTALLATION, COMMISSIONING, TESTING OR MINOR WORKS** Quotations for off shore locations exclude fares and freight charges, these will be charged as extras, at cost. Quotations only include an allowance for travel to the nearest appropriate departure location, an English port or airport. For installations there will be an additional charge for the return ferry fare, any freight charges and on-board time for the applicable quantity of engineers and vehicle(s). For Commissioning and minor works the additional travel charges will be for parts freight, return flights + checked tool bag(s) + vehicle hire or taxi costs from arrival point to work site. There may also be additional accommodation and subsistence charges

**90. GDPR** P&J is a DC (Data Controller), registration number Z9973258. Data about DS (Data Subjects), including potential and existing buyers, clients and suppliers is processed by P&J in connection with business activities including passing of data to P&J's business partners who are also registered DCs including P&J's credit insurer. Data relating to the DS will be processed by the DCs and will be held securely in confidence and processed for carrying out the business of the DCs and associated activities e.g. insurance, risk assessment and other related activities. The DC may consult with and disclose the DS's Data to third parties such as insurers, credit insurers, credit reference agencies who may process the Data also as DC for carrying out the Activities for any business applications made directly or indirectly to the DC by the DS now or in the future. The DCs may also receive Data on the DS from Third Parties. The Data will be processed both within and outside the European Economic Area. The DC may contact the DS regarding details of other products and services in writing electronically or by phone. If the DS does not wish to receive such details, please tick this box ☐ and return to P&J. The DS can also write to the DC if they do not have a contractual relationship with the DCs and are objecting to the processing as set out in this notice, if the DS requires access to their Data held by the DC or the DS requires details of any third party DCs who also process the DS's Data.

**91. USE OF BUYER'S LOGOS** the Buyer consents to P&J displaying the buyer's trade name, logo or other trade mark of the buyer in a list of clients displayed in P&J's marketing documents and website.

**92. COMPLAINTS PROCEDURE** P&J operate a formal complaints procedure. If the Buyer is not satisfied with any aspect of the products or service received from P&J they must write by Recorded Delivery to the Customer Care Manager at P&J's head office with details. P&J will respond promptly in writing advising of the contact details of the person who is investigating the matter. Effort will be made to resolve the matter amicably. If the dispute cannot be resolved, P&J may decide to refer the matter for Conciliation. If P&J decide that the dispute cannot be resolved by Conciliation, it may be referred by P&J to Arbitration by BESA.

**93. ARBITRATION** Any dispute between P&J & the Buyer must firstly be the subject of P&J's complaints procedure and then the conciliation service offered by BESA. Unresolved disputes shall, unless P&J objects, be referred to the BESA who will appoint an arbitrator under the BESA Arbitration scheme which was set up by the Institute of Arbitrators to provide a LEV and Ductwork Industry specialist arbitration scheme. The decision of the BESA appointed arbitrator shall be binding on both parties & this shall be a submission to arbitration within the Arbitration Act 1950 or any statutory modification thereof for the time being in force.

**94. LEGAL ENFORCEABILITY** If any term or provision of these Terms and Conditions of Sale is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from these terms, and such provision shall not affect the legality, enforceability, or validity of the remainder of these Terms. If any provision or part thereof of these terms is stricken in accordance with the provisions of this clause, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

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