



Terms and Conditions for the Sale of equipment and goods and services in connection therewith.

N.B. Separate Terms and Conditions apply for Dry Hire and Production Services and are available on request or can be accessed on [www.enteclive.com](http://www.enteclive.com)

## **1. GENERAL**

- 1.1. Entec will sell and supply and the customer shall purchase the goods and/or services in accordance with any written quotation by Entec (or in accordance with any current catalogue or price list issued by Entec [subject to goods being in stock or available] which is accepted by the customer or any order of the customer which is accepted by Entec and in any case subject to these term and conditions which shall govern the contract to the exclusion of any other terms or condition subject to which any transaction is accepted or purported to be accepted.
- 1.2. No variation to these terms and conditions shall be binding unless agreed in writing.
- 1.3. Neither Entec's staff nor any agents are authorised to make any representation concerning the goods unless confirmed by Entec in writing. In entering into the contract the customer acknowledges that it does not rely on and waives any claim for breach of any such representation which was not so confirmed.
- 1.4. Any advice given by Entec or its staff or agents to the customer as to the storage transport application or use of the goods which is not confirmed in writing by Entec is followed or act upon entirely at the customer's risk and accordingly Entec shall not be liable for any loss or damage resulting from any such advice or recommendation.
- 1.5. No order submitted by the customer shall be deemed to be accepted by Entec unless and until confirmed by Entec.

## **2. SPECIFICATION**

- 2.1. Unless otherwise agreed in writing by Entec the customer shall be responsible to Entec for ensuring the accuracy of the terms on any order (including any applicable specifications) submitted by the customer and for giving Entec any necessary information relating to the goods and/or services within sufficient time to enable Entec to perform the contract according to these terms.
- 2.2. In the case that the quotation includes cabling wiring conduiting or installation of equipment services to be supplied and installed in premises owned or controlled by the customer they are provided on the following basis:
  - 2.2.1. Work will be carried out during normal working hours Monday to Friday.
  - 2.2.2. Loading and unloading facilities (free of charge) for Entec's (or any sub-contractor's) vehicle within a reasonable distance of the site where the work is to be carried out.
  - 2.2.3. Entec does not act as Planning Supervisor or Principal Designer or Principal Contractor (or any similar role holder under the Construction Management and Design Regulations) unless the customer requests Entec in writing to undertake this role prior to a Quotation being completed by Entec. In the event that Entec accepts such



appointment Entec will be entitled to make such charges as it sees fit whether or not these are set out in the Quotation. The customer undertakes to accept any reasonable requirement made by Entec in fulfilment of such role and indemnifies Entec against all costs claims and damages relating to its proper compliance with the Construction Management and Design Regulations.

2.2.4. Cables conduit and wiring runs by the shortest possible routes consistent with good practice unless otherwise agreed in writing or on drawings by the customer prior to the quotation price being provided by Entec.

2.2.5. Adequate facilities in accordance with trade practice (free of charge) light power and secure storage shall be provided by the customer for the execution of the work and access will be given by the customer to enable the work to proceed in accordance with any programme agreed.

2.2.6. The position of the equipment being installed including control gear lighting and plug points and switches etc being as indicated on plans or drawings to be provided by the customer.

2.3. If the basis of the quotation price has been changed by the customer for any reason and in particular but not limited to clauses 2.2.1 and 2.2.6 above then a fair and reasonable adjustment to the quotation price in respect thereof may be made by Entec

2.4. The quantity quality and description of and any specification for the goods and services shall be those set out in Entec's quotation when accepted by the customer or the customer's order if accepted by Entec.

2.5. No order which has been accepted by Entec may be cancelled by the customer except with Entec's written agreement and on terms that the customer shall indemnify Entec in full against all loss (including loss of profits) costs claims, damages or expenses incurred by Entec as a result of the cancellation.

2.6. If Entec shall be involved in direct or indirect loss and/or expense by reason of the regular progress of the work having been impeded by any act or omission or default of the customer or by delay on the part of contractors or tradesmen engaged by the customer in executing work (or providing goods or services) not forming part of the works carried out by Entec hereunder then the amount of such loss shall be ascertained and added to the quotation price. This sub clause does not prejudice any other rights or remedies of Entec.

### **3. PRICES**

3.1. Unless otherwise agreed in writing all prices quoted are on an ex works basis and are valid for 21 days only or until earlier acceptance by the customer.

3.2. Entec reserves the right by giving notice to the customer at any time before delivery to increase the price of goods to reflect any increase to Entec which is due to any factor beyond the control of Entec or any change in delivery dates quantities or specifications for the goods which is required by the customer or the failure of the customer to provide any relevant or adequate information or instructions.



- 3.3. The price is exclusive of any applicable taxes including but not limited to value added tax for which the customer shall be additionally liable to pay to Entec.

#### **4. TERMS OF PAYMENT**

- 4.1. Payment of invoices which will be provided by Entec on the delivery to or collection by the customer can be made by cash, cheque bank to bank transfer including BACS or by approved credit card. Goods supplied against payment by cheque or bank to bank transfer of BACS will only be released by Entec on clearance of the cheque and receipt of sums due into Entec's bank account. Full details of that account will be provided on request.
- 4.2. Provided Entec shall (at its absolute discretion) agree to extend credit to the customer the customer shall pay the price of the goods (less any discount to which the customer shall be entitled) within 30 days of the date of Entec's invoice notwithstanding that delivery may not yet have taken place and the property of the goods has not passed to the customer. The time of payment shall be of the essence of the contract. Receipts will only be issued on request. At the time of payment and prior to credit being extended if the customer has not established an account with Entec the customer shall supply details of his/her name and address by producing at least two of the following original documents:
- 4.2.1. Government body i.e. passport or driving licence.
- 4.2.2. Utility Company, i.e. recent (last three months) electricity, gas or landline telephone bills
- 4.2.3. Bank or other finance company.
- 4.3. In the event that Entec is required to provide cabling wiring or installation of any equipment into any building premises or place Entec may every 28 days after first carrying out any such cabling wiring or installation of equipment submit invoices for payment by instalments of the quotation price showing details of the work and materials for which payment is claimed. In such cases the invoice shall be due and payable seven days after the invoice is sent to the customer.
- 4.4. If the customer wrongly fails to take delivery of the goods Entec shall be entitled to invoice the customer at any time after Entec has been notified of the failure to take delivery and that the goods are ready for collection or delivery.
- 4.5. If the customer fails to make payment within 14 days of the due date for payment then without prejudice to any other right or remedy available to Entec Entec shall be entitled to:
- 4.5.1. Cancel the contract and suspend any further services to be supplied or goods to be delivered to the customer;
- 4.5.2. Appropriate any payment made by the customer to such goods and/or services (or the goods or services supplied under any other contract between the customer and Entec) as Entec shall think fit (notwithstanding any purported appropriation by the customer) and



4.5.3. Charge the customer interest (both before and after any judgement) on the amount unpaid at the rate of 2.5% per month from time to time until payment in full is made (a part of a month being treated as a full month for the purposes of calculating interest).

## **5. DELIVERY**

- 5.1. Delivery of the goods shall be made by the customer collecting the goods at Entec's premises at any time after Entec has notified the customer that the goods are ready for collection or if any other place for delivery is agreed by Entec causing delivery of the goods to that place at the risk of the customer and by Entec's own vehicle or by any carrier selected by Entec at its absolute discretion.
- 5.2. Any date quoted for delivery of the goods by Entec is approximate only and Entec shall not be liable for any delay or any consequential loss or damage by the customer in respect of the delivery of the goods howsoever caused. Time for the delivery shall not be of the essence unless previously agreed by Entec in writing.
- 5.3. Where the delivery of goods is by instalments each delivery shall constitute a separate contract and failure by Entec to deliver one or more instalments shall not entitle the customer to treat the contract as a whole or breached or repudiated.
- 5.4. Where due to Entec's negligence Entec fails to make delivery as agreed hereunder Entec's liability shall be limited to the excess (if any) of the cost to the customer (by the cheapest possible supplier) of similar goods to replace those not delivered over the price goods were to be supplied hereunder.
- 5.5. Where the customer fails to take delivery of the goods or fails to give Entec adequate delivery instructions then without prejudice to any other right or remedy available to Entec Entec may:
  - 5.5.1. Store the goods until actual delivery and charge the customer for the reasonable costs of storage including insurance; or;
  - 5.5.2. Sell the goods at the best price readily available and after deducting all reasonable storage and selling expenses account to the customer for the excess over the price under the contract or charge the customer for any shortfall below the price under the contract.

## **6. RISK AND PROPERTY**

- 6.1. Risk and damage to or loss of the goods shall pass to the customer:
  - 6.1.1. In the case of goods to be delivered at Entec's premises the time when Entec informs the customer that the goods are available for collection;
  - 6.1.2. In the case of goods to be delivered otherwise than at Entec's premises at the time the goods leave Entec's premises or if the customer fails to take delivery of the goods the time when delivery of the goods has been tendered;
  - 6.1.3. In the event that under the quotation (or order of the customer accepted by Entec) the goods are to be delivered by Entec's own transport to the customer's premises or to its



order or to the site where the goods are to be installed by Entec when the goods have been delivered to such premises or site.

6.2. Notwithstanding delivery and the passing of risk in the goods or any other provisions of these terms and conditions the property in the goods shall not pass until Entec has received in cash or cleared funds payment in full of the price of the goods and all other goods agreed to be sold by Entec to the customer for which payment is due.

6.3. Until such time as the property in the goods passes to the customer the customer shall:

6.3.1. Hold the goods as Entec's fiduciary agent and bailee and shall keep the goods separate from those of the customer and third parties properly stored protected and insured and identified as Entec's property.

6.3.2. If the goods have been supplied to the customer for resale in the ordinary course of the customer's business the customer shall have the power to resell the goods (as principal towards the sub-purchaser but as agent between the customer and Entec) and the customer shall beneficially account to Entec for the proceeds of any sale or otherwise of the goods whether tangible or intangible including insurance proceeds and shall keep such proceeds separate from any moneys or property of the customer or third parties and in the case of tangible proceeds properly stored protected and insured. If the goods have been resold by the customer hereunder the customer shall retain title in the goods on trust for Entec until payment and the customer authorises Entec to recover such goods in the customer's name from any sub-purchaser.

6.3.3. Deliver up the goods if properly required by Entec hereunder and if the customer fails to do so forthwith Entec shall be entitled by its staff or agents to enter upon any premises of the customer or any third party where the goods are stored and repossess the goods.

6.3.4. If the goods are purchased for re-sale and the customer not having made payment in full for the goods mixes them with other goods or uses them in the manufacture of any other goods the ownership of the other goods shall thereupon vest in Entec as security for the payment of the goods hereby purchased and accordingly clauses 6.3.2 and

6.3.3. shall as far as appropriate apply to such other goods or products mixed with Entec's goods.

6.3.5. Not pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of Entec but if the customer does so all money's owing by the customer to Entec shall (without prejudice to any other right or remedy available to Entec) become forthwith due and payable.

## **7. WARRANTIES AND LIABILITY**

7.1. Subject to the conditions set out below Entec warrants that the goods will correspond with their specification at the time of delivery.

7.2. Subject as expressly provided in these terms and condition and except where the goods are sold to a person as a consumer (within the meaning of the Unfair Contract Terms Act 1977)



all warranties conditions or other terms implied by statute are excluded to the fullest possible extent permitted by law.

- 7.3. For the avoidance of doubt to the fullest possible extent permitted by law without prejudice to the generality of any other exclusions contained in this clause Entec shall be under no liability in respect of:
- 7.3.1. Any defect in the goods arising from any drawing design or specification supplied by the customer.
- 7.3.2. Any defect arising from fair wear and tear wilful damage negligence abnormal working conditions failure to follow Entec's instructions (whether oral or in writing) misuse or alteration or repair of the goods without Entec's approval.
- 7.3.3. Any warranty condition or guarantee if the total price for the goods has not been paid by the due date of payment.
- 7.4. With respect to any installation any defective workmanship shall be rectified by Entec without charge to the customer on receipt of notification in writing from the customer at any time within six months from the date when any installation was completed. Provided always that the said rectification shall only be carried out by persons employed by Entec and that no work on the installation shall have been carried out by any other person, firm or company in which case this clause shall be null and void.
- 7.5. Whilst reasonable care will be taken Entec is not responsible for incidental recordation or other works consequent upon the proper execution of the work.
- 7.6. Unless otherwise agreed staff or sub contractors are employed by Entec to work in premises not owned or controlled by Entec any such premises and their contents belonging to the customer or under his control and all unfixed materials or goods on site shall be at the customer's risk as regards loss or damage and the customer shall maintain adequate insurance to cover such loss or damage.
- 7.7. Except in the case of death or personal injury caused by Entec's negligence Entec shall not be liable to the customer by reason of any representation or implied warranty condition of other term or any duty at common law or under the express terms of the contract for any consequential loss or damage (whether for the loss of profit or otherwise) cost expenses or other claims for consequential compensation of any kind (and whether caused by negligence of Entec its staff or agents or otherwise) which arise out of or in connection with the supply of goods or services supplied hereunder or their use or resale by the customer which is based on any defect or condition of the goods or their failure to correspond with the specification.
- 7.8. In the event that the customer has cause for complaint in connection with the supply of goods or their use which is based on any defect in the quality or condition of the goods or their failure to correspond with the specification such complaint shall (whether or not delivery is refused by the customer) be notified to Entec within 48 hours from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a



reasonable time after the discovery of the defect or failure. If delivery is not refused and the customer does not notify Entec accordingly the customer shall not be entitled to reject the goods and Entec shall have no liability for such defect or failure and the customer shall be bound to pay the price as if the goods had been delivered in accordance with the contract.

7.9. Where any claim in respect of any of the goods which is based on any defect in the quality of the goods or their failure to meet with the specification is notified to Entec in accordance with these terms and conditions Entec shall be entitled to replace the goods (or the part in question) free of charge or at Entec's sole discretion refund to the customer the price of the goods (or a proportionate part of that price) but Entec shall have no further liability to the customer.

7.10. Entec shall not be liable to the customer or deemed to be in breach of the contract by reason of any delay in performing or any failure to perform Entec's obligations in relation to the supply of goods or service hereunder if the delay was due to any cause beyond Entec's reasonable control (including but not limited to force majeure strikes lockouts or other industrial actions or trade disputes whether involving Entec staff or of a third party or any pandemic natural hazards or disasters or terrorist actions).

7.11. The aggregate liability of Entec in respect of any claim is limited to the refund of the charges made in respect of the goods and services supplied under that quotation and payment by way of liquidated damages of twice the cost quoted for those goods and services or 10,000.00 Pounds Sterling whichever shall be the less. Entec and the customer expressly acknowledge and agree that: (a) the limitations of liability specified in this section or any other section of this agreement are an essential basis of their bargain that correctly allocates the risks between them; and (b) they relied on these limitations of liability in setting the pricing and other terms set forth in this agreement.

7.12. Where the goods or services are supplied under a consumer transaction the statutory rights of the consumer are not affected by these terms and conditions.

## **8. INSOLVENCY OF CUSTOMER**

8.1. In the event that:

8.1.1. The customer makes any voluntary arrangements with its creditors or becomes subject to an administration order or (being an individual or a firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction) or

8.1.2. An encumbrancer takes possession or a receiver is appointed of any of the property or assets of the customer or

8.1.3. The customer ceases to threatens to cease to carry on business or

8.1.4. Entec reasonably apprehends that any of the events mentioned in this clause is about to occur in relation to the customer and notifies the customer accordingly





- 8.2. Then without prejudice to any other right or remedy available to Entec Entec shall be entitled to cancel or suspend any further deliveries under the contract without any liability to the customer and if the goods have been delivered and not paid for the price shall become immediately due and payable notwithstanding any previous agreement to the contrary.

## **9. EXPORT TERMS**

- 9.1. In these terms and conditions 'incoterms' means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the contract is made. Unless the context otherwise requires any terms or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these terms and conditions but if there is any conflict between the provisions of Incoterms and these terms the latter shall prevail.
- 9.2. Where the goods are supplied for export from the United Kingdom the provisions of the clause shall (subject to any special terms agreed in writing between the customer and Entec) apply notwithstanding any other provisions in these terms and conditions.
- 9.3. The customer shall be responsible for complying with any legislation or regulations governing the importation of goods into the country of destination and for the payment of any duties thereon.
- 9.4. Unless otherwise agreed between the customer and Entec in writing the customer shall be responsible for arranging and bearing the cost of transportation from Entec's premises.

## **10. INSTALLATIONS**

- 10.1. Where Entec is required to install cables wires or equipment into any building or premises the customer shall ensure that the customer is entitled to procure such installation and if Entec shall incur any expense as a result of the customer's failure ensure that entitlement such sum shall be payable by the customer in addition to the price payable hereunder and further
- 10.1.1. The customer shall make all arrangement to ensure that access to any part of such premises or building is made available in a timely manner to Entec's staff or sub contractor reasonably required to carry out the work required and any extra expense incurred by Entec as a result of the customer's failure to ensure such access shall be chargeable and payable by the customer
- 10.1.2. The customer shall also ensure that any work required to be carried out by Entec hereunder does not contravene any laws byelaws local or national or EU regulations whether in United Kingdom or overseas and the customer shall be responsible for all costs incurred as a result of failure to comply with this term.

## **11. DISCLAIMERS RELATING TO UVC PRODUCT**

- 11.1. In the event that Entec supplies goods related to UVC operation and technology:
- 11.1.1. The customer expressly acknowledges that Entec does not warrant that the use of the UVC products will be uninterrupted.





11.1.2. The customer further acknowledges that UVC technology may utilise UVGI technologies to assist with decontamination management and in any environment there will be many contributing sources and causes of contamination, which will be complex and multifactorial. Furthermore, the efficacy and optimal performance of the UVC products and systems will depend on a number of operator, operational and environmental circumstances beyond Entec's control. Accordingly, Entec cannot and does not warrant complete decontamination or the total eradication of pathogens within any environment, or from object or device, and does not make any disease prevention or other related claims or representations. To the fullest extent permitted by law Entec expressly excludes and disclaims any such warranties, whether express, implied or statutory.

11.1.3. The customer further acknowledges that certain materials, such as polymers, paints, dyes and inks, may be susceptible to photodegradation resulting from exposure to UV light. The customer is solely responsible for assessing the environment within which the equipment is to be used and determining if and what materials may be vulnerable to photodegradation, and making the necessary arrangements. To the fullest extent permitted by law expressly excludes and disclaims liability in this regard.

## **12. CONFIDENTIALITY.**

12.1. Unless authorised by the disclosing party in writing, the recipient party agrees not to disclose confidential and/or proprietary business information of a financial or technical nature of the disclosing party with which it becomes acquainted as a result of any transaction under these terms and including, without limitation, to any other party or to use such confidential information except to the extent necessary to perform its obligations to complete such transaction. Such obligations shall not apply to confidential information already known to the receiving party without any confidentiality undertaking, or that is or becomes publicly known through no fault of the receiving party, or that is required to be disclosed by law or in connection with a request of a court or governmental agency.

## **13. INTELLECTUAL PROPERTY & CONFIDENTIALITY**

13.1. Manufacturers or suppliers of the goods sold under these Terms may have reserved all rights in all intellectual property embodied in the goods and manuals and material supplied hereunder including but not limited to software either embodied or externally controlling the product. The customer must satisfy itself that it acquires any licence or permission from the owner of any intellectual property in order for it to use or operate the goods in the manner it intends. The customer hereby indemnifies Entec against any claim by the manufacturers or suppliers of the product that the customer has infringed the manufacturer's or supplier's intellectual property rights.

## **14. END USER LICENCE AGREEMENTS**

14.1. Goods sold or supplied hereunder may require an End User Licence Agreement in respect of software either embodied in or externally controlling such products. Entec will



take reasonable steps to ensure that the manufacturers or suppliers of the goods provide such Licence for the customer's use but the customer must satisfy itself that any such Licence or other permission is suitable for the purpose for which the customers intends to use the goods.

## **15. GENERAL**

- 15.1. Any notice required to be given by either party to the other under these terms and conditions shall be in writing addressed to that other party by post addressed to the registered office or principle place of business or if by electronic methods at the electronic address provided by either party to the other.
- 15.2. No waiver by Entec of any breach of the contract by the customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 15.3. If any provision of the terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other part of these terms and conditions and the remainder of the provision in question shall not be affected thereby.
- 15.4. Insofar as it is permitted under the Unfair Contract Terms Act 1977 and the Unfair Terms in Consumer Contracts Regulations 1999 the rights of third parties under the Contracts (Rights of Third Parties) Act 1999 are hereby excluded.
- 15.5. Any quotation by Entec supplied to the customer and these terms and conditions comprise the total agreement between Entec and the customer.
- 15.6. Where the goods or services are supplied under a consumer transaction the statutory rights of the consumer are not affected by these terms and conditions.
- 15.7. The contract shall be governed and construed by the laws of England.

## **16. DEFINITIONS**

- 16.1. In these terms and conditions:
  - 16.1.1. 'Customer' means the person firm or company who accepts a quotation of Entec for the sales of goods or provision of services or whose order is accepted by Entec
  - 16.1.2. 'Quotation' means Entec's written document sent to the customer by post or electronically detailing the goods and service to be supplied to the customer and any additional terms or conditions under which they will be supplied by Entec.
  - 16.1.3. 'price' means the sum set out in the quotation provided for which Entec will the goods and services as set out therein.
  - 16.1.4. 'services' means any service or activity to be rendered by Entec, its staff or sub-contractors that are to be supplied by Entec in accordance with the quotation and terms and conditions
  - 16.1.5. 'work' means all acts and labour expended or equipment used in the course of carrying out the provisions of the quotation.



- 16.1.6. 'Entec' means Marquee Entec Ltd whose registered office is at 517, Yeading Lane, Northolt, Middlesex UB5 6LN and whose registered number in UK is 1420940 and trades under the names of Entec Sound & Light, Entec Live and Entec UVC SafeClean
- 16.1.7. 'terms and conditions' means the terms set out above and any further terms and condition agreed in writing between the customer and Entec.
- 16.1.8. 'Goods' means all equipment, product, component(s), part(s), accessory(ies) without limitation including but not limited to hardware and software.
- 16.1.9. 'UVC' means Ultraviolet C
- 16.1.10. 'contract' means the contract for the supply of goods and services hereunder.

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