Proposal Document





Expert in Air Movement since 1955









Lead No: 508277
Project Name: Orchard Street West
Date: 19/01/2022

QUOTATION

19 January 2022

Our Reference: C508277JA-1-V1 - Quotation - Plots 1-3
Customer Reference Orchard Street West

Mr Paul Briggs
Northern Design Partnership
The Chapel, Millmoor Road
Meltham
Huddersfield
West Yorkshire
HD9 5JU
United Kingdom

Code	Product	Each	Qty	Discount	Value
	C508277JA-1-V1				
	Plots 1-3				
	Price Per Plot				
	Purge Fans				
	Bed 3				
9041085	AVENTA IN-LINE AV100	£103.49	1	40.00%	£62.09
90000540	ON/OFF SWITCH	£21.12	1	40.00%	£12.67
90001038	ISOLATION SWITCH WITH FUSE	£32.19	1	40.00%	£19.31
90000552	1 GANG BACK BOX - 40MM DEEP SURFACE MOUNTED	£5.10	2	40.00%	£6.12
90000339	125mm PLASTIC ADJ SUPPLY VALVE	£19.45	1	40.00%	£11.67
9041220	125 X 350mm ROUND RIGID DUCT WHT	£6.25	1	40.00%	£3.75
51979601	125mm TO 100mm STRAIGHT REDUCER	£5.17	1	40.00%	£3.10
9021378	100 X 350mm ROUND RIGID DUCT WHT	£4.42	1	40.00%	£2.65
52662701	102mm X 10M INSTD ALM FLX DUCT	£80.07	1	40.00%	£48.04
51849403	125mm/5in ADJ 60 - 165mm CLAMP	£2.96	4	40.00%	£7.10
90000349	260 X 550 X 230mm ROOF TERM - ANTHR	£124.50	1	40.00%	£74.70
	Bed 4				
9041085	AVENTA IN-LINE AV100	£103.49	1	40.00%	£62.09
90000540	ON/OFF SWITCH	£21.12	1	40.00%	£12.67
90001038	ISOLATION SWITCH WITH FUSE	£32.19	1	40.00%	£19.31
90000552	1 GANG BACK BOX - 40MM DEEP SURFACE MOUNTED	£5.10	2	40.00%	£6.12
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9041220	125 X 350mm ROUND RIGID DUCT WHT	£6.25	1	40.00%	£3.75
51979601	125mm TO 100mm STRAIGHT REDUCER	£5.17	1	40.00%	£3.10
9021378	100 X 350mm ROUND RIGID DUCT WHT	£4.42	1	40.00%	£2.65
	Use remaining ALM FLX DUCT				
51849403	125mm/5in ADJ 60 - 165mm CLAMP	£2.96	4	40.00%	£7.10
90000349	260 X 550 X 230mm ROOF TERM - ANTHR	£124.50	1	40.00%	£74.70
90000356	380ml GREY ACRYLIC DUCT SEALANT	£13.81	1	40.00%	£8.29
90000650	290ml AIRFLOW HIGH-TACK SEALANT	£19.39	1	40.00%	£11.63
	dMEV				
72687117	iCONSTANT T	£189.52	3	40.00%	£341.14

Total ex vat	**£815.42**

Prices quoted are pound sterling, for supply of equipment only and do not include installation.

Airflow Developments Limited
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High Wycombe Buckinghamshire HP12 3QP UK
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E: info@airflow.com W: airflow.com

Registered in London, England. Company No 550374 Registered Office as above VAT REG NO: GB342-8323-66

E &OE

All prices quoted exclusive of VAT and all orders are accepted subject to our standard conditions of sale which are available on our website or upon request.

Validity: 90 days from date of quotation (subject to review)

QUOTATION

19 January 2022

Our Reference: C508277JA-2-V1 - Quotation - Plots 4-5
Customer Reference Orchard Street West

Mr Paul Briggs
Northern Design Partnership
The Chapel, Millmoor Road
Meltham
Huddersfield
West Yorkshire
HD9 5JU
United Kingdom

Code	Product	Each	Qty	Discount	Value
	C508277JA-2-V1				
	Plots 4-5				
	Price Per Plot				
	Purge Fans				
	Bed 1				
9041087	AVENTA IN-LINE AV125	£111.35	1	40.00%	£66.81
90001038	ISOLATION SWITCH WITH FUSE	£32.19	1	40.00%	£19.31
90000540	ON/OFF SWITCH	£21.12	1	40.00%	£12.67
90000552	1 GANG BACK BOX - 40MM DEEP SURFACE MOUNTED	£5.10	2	40.00%	£6.12
52662702	127mm X 10M INSTD ALM FLX DUCT	£89.93	1	40.00%	£53.96
51849403	125mm/5in ADJ 60 - 165mm CLAMP	£2.96	4	40.00%	£7.10
9041542	125mm 90 DEG ROUND BEND	£19.15	1	40.00%	£11.49
9041546	125mm X 2M ROUND RIGID DUCT	£34.81	5	0.00%	£174.05
52644001	125mm ROUND PIPE CONNECTOR	£5.91	4	0.00%	£23.64
90000339	125mm PLASTIC ADJ SUPPLY VALVE	£19.45	1	40.00%	£11.67
	Bed 2				
9041085	AVENTA IN-LINE AV100	£103.49	1	40.00%	£62.09
90000540	ON/OFF SWITCH	£21.12	1	40.00%	£12.67
90001038	ISOLATION SWITCH WITH FUSE	£32.19	1	40.00%	£19.31
90000552	1 GANG BACK BOX - 40MM DEEP SURFACE MOUNTED	£5.10	2	40.00%	£6.12
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9041220	125 X 350mm ROUND RIGID DUCT WHT	£6.25	1	40.00%	£3.75
51979601	125mm TO 100mm STRAIGHT REDUCER	£5.17	1	40.00%	£3.10
9021378	100 X 350mm ROUND RIGID DUCT WHT	£4.42	1	40.00%	£2.65
52662701	102mm X 10M INSTD ALM FLX DUCT	£80.07	1	40.00%	£48.04
51849403	125mm/5in ADJ 60 - 165mm CLAMP	£2.96	4	40.00%	£7.10
90000349	260 X 550 X 230mm ROOF TERM - ANTHR	£124.50	1	40.00%	£74.70
90000356	380ml GREY ACRYLIC DUCT SEALANT	£13.81	1	40.00%	£8.29
90000650	290ml AIRFLOW HIGH-TACK SEALANT	£19.39	1	40.00%	£11.63
	dMEV				
72687117	iCONSTANT T	£189.52	4	40.00%	£454.85

Total ex vat	**£1,112.79**

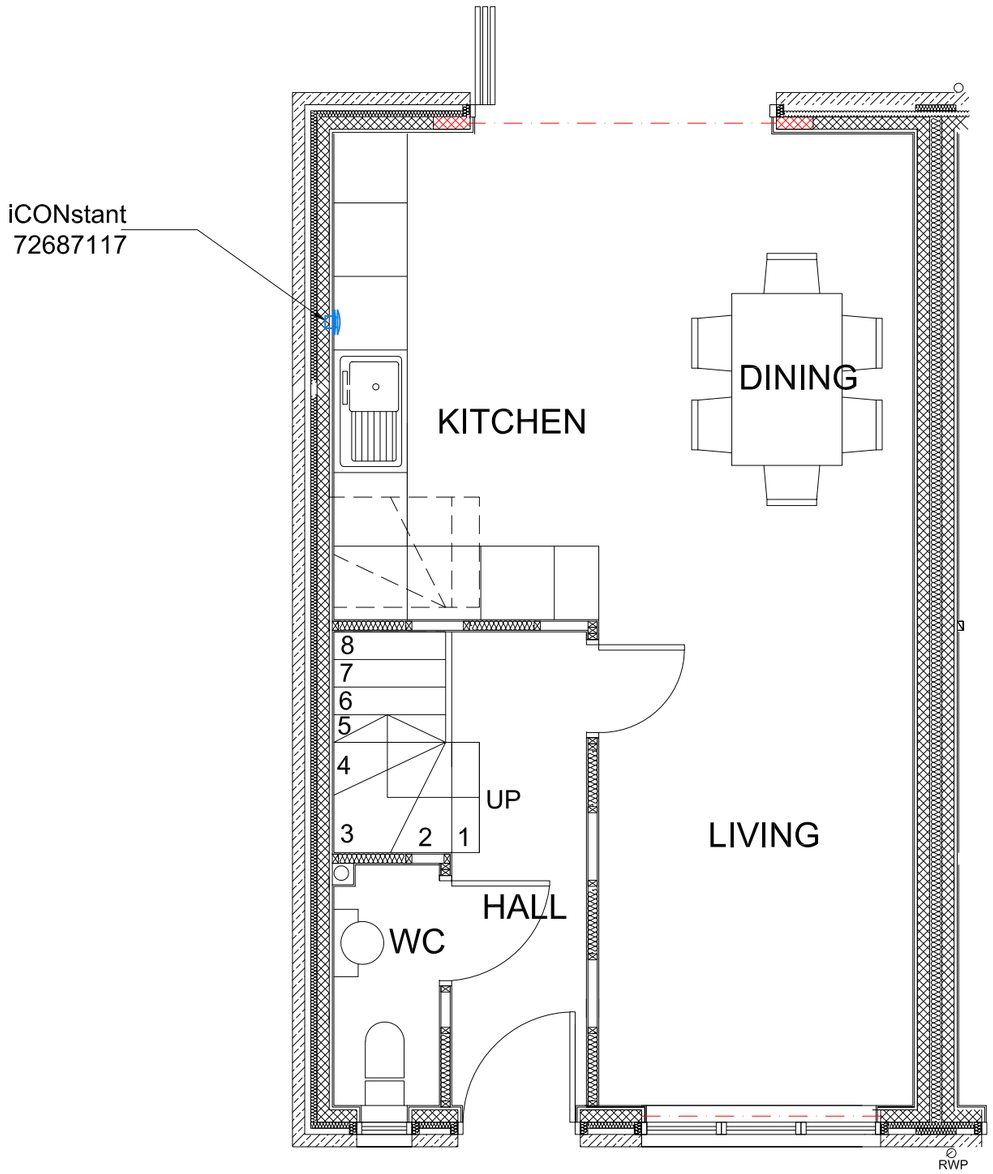
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GROUND FLOOR PLAN

Aventa 125 in line Extract Fan

Supply Valve

iCONstant

Insulated Duct for Purge extract

125mm Ø Extract air

For clearance required see Product Data Sheets attached.

Note:This drawing is preliminary design. Placement of unit, distribution boxes,ducts and valves are for guidance only. Do not scale off drawings. Contractor to check dimensions on site. All information to be checked by contractor for accuracy and fit. Airflow Development disclaim any liability for work carried out.

REVISIONS

Revision No.	Date	Drawn/Checked
Description		
rev01	17.01.22	LP/JA
First Issue		

This schematic ducting layout and unit positioning are for guideline purposes only.
Final design to be agreed after further consultation about site conditions and client preference on unit positioning.

EVIA European Ventilation Industry Association

FMA

beama

RVA Residential Ventilation Association

Certificate No. EMS 569454 BS EN ISO 14001 : 2015

Certificate No. FM 00152 BS EN ISO 9001 : 2015

Purpose:
TENDER

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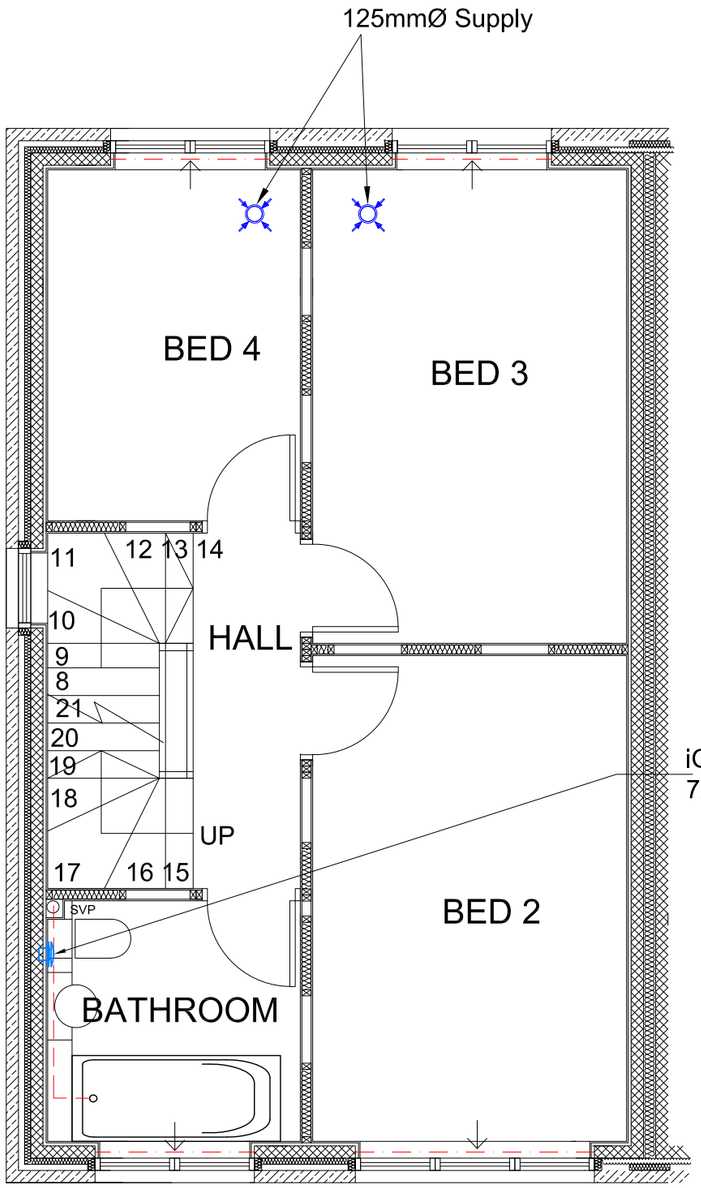
CLIENT
Northern Design Partnership

PROJECT
Orchard Street West

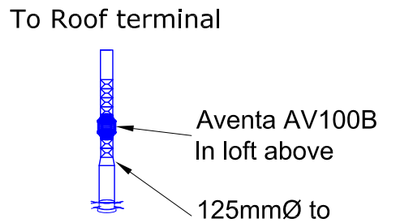
DRAWING DESCRIPTION
Plots 1-3 - Ground Floor

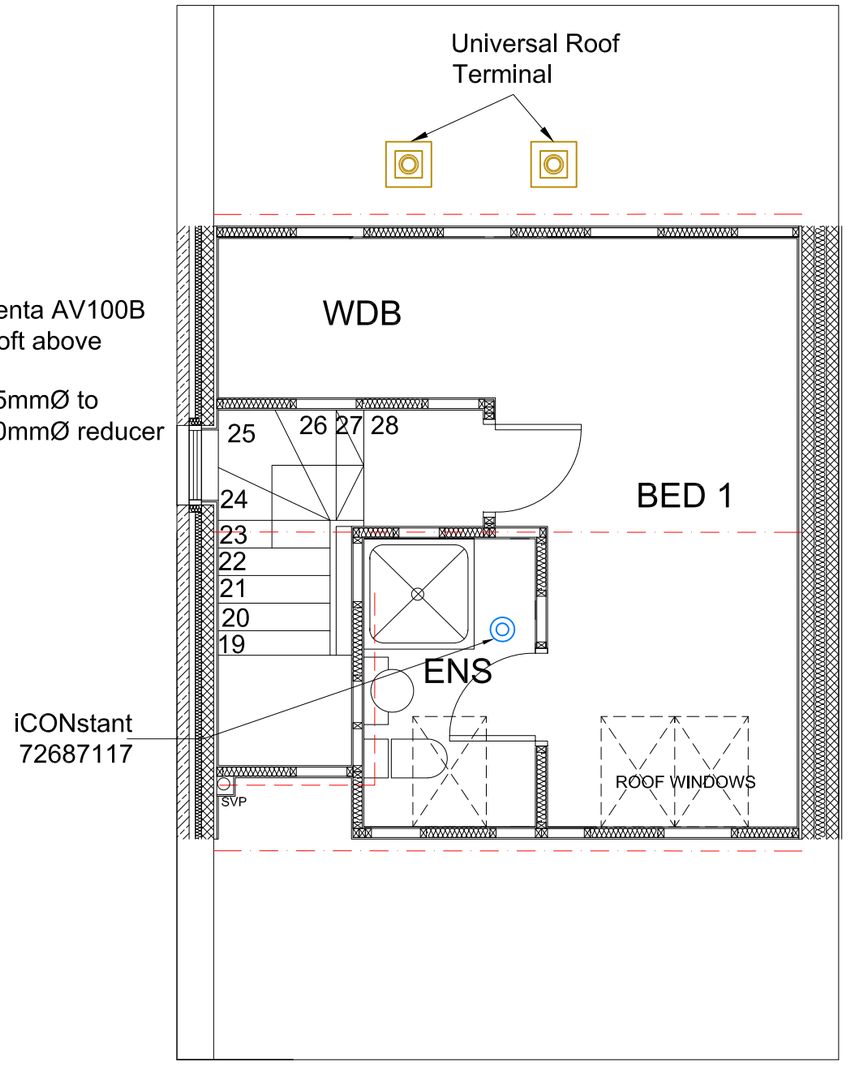
DRAWING NAME
508277LP-1-V1
PROJECT MODEL SPACE-LAYOUT-REVISION

SCALE
1:50 @ A3 1 of 1



FIRST FLOOR PLAN





ATTIC FLOOR PLAN

Aventa 100 in line Extract Fan

Supply Valve

iCONstant

Insulated Duct for Purge extract

125mm Ø Extract air

For clearance required see Product Data Sheets attached.

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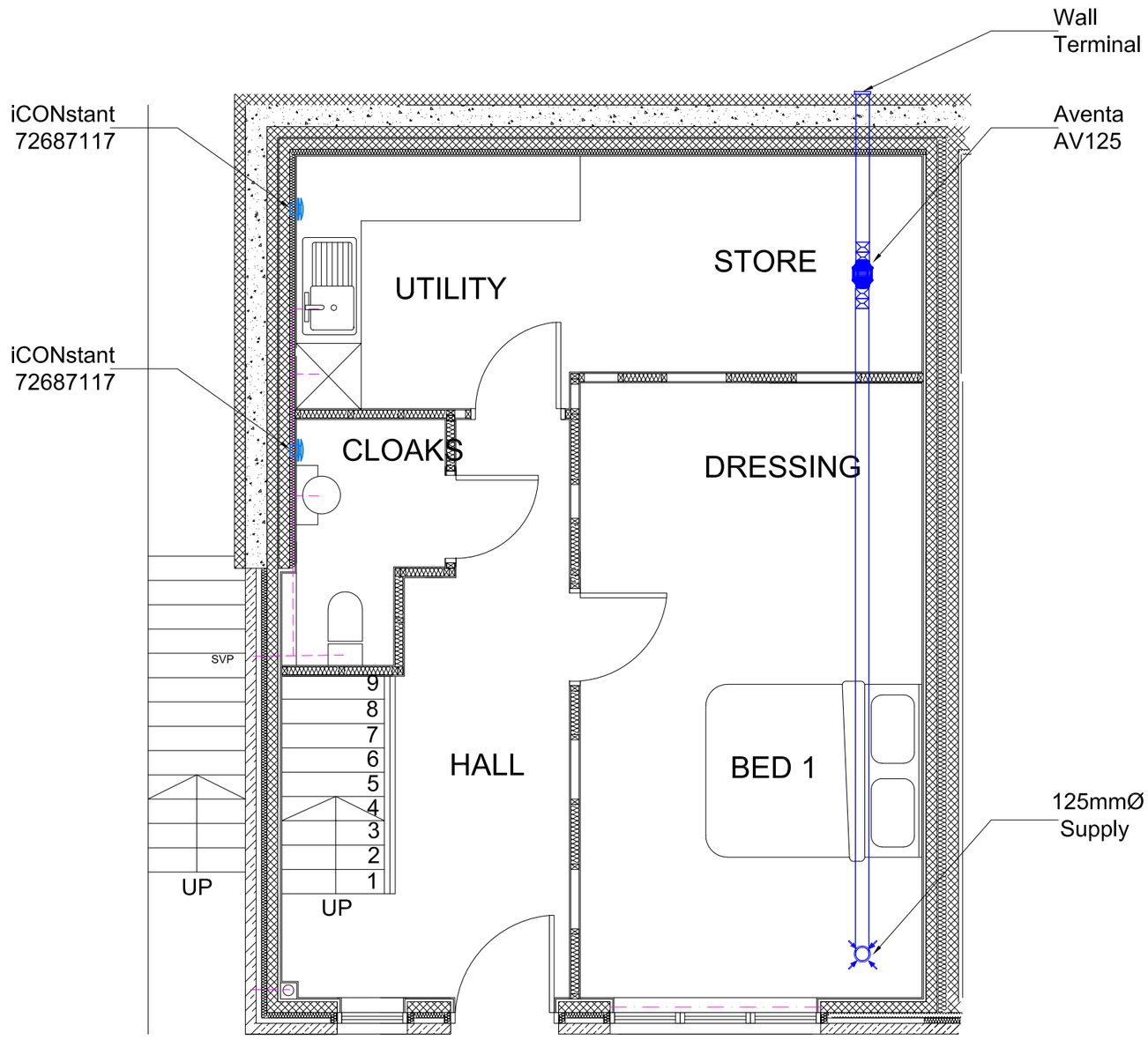
CLIENT
Northern Design Partnership

PROJECT
Orchard Street West

DRAWING DESCRIPTION
Plots 1-3 First Floor & Attic

DRAWING NAME
508277LP-2-V1
PROJECT MODEL SPACE-LAYOUT-REVISION

SCALE
1:50 @ A3



GROUND FLOOR PLAN

Aventa 100 in-line Extract Fan

Supply valve

iCONstant

Insulated Duct for Purge extract

125mm Ø Extract air

For clearance required see Product Data Sheets attached.

Note:This drawing is preliminary design. Placement of unit, distribution boxes,ducts and valves are for guidance only. Do not scale off drawings. Contractor to check dimensions on site. All information to be checked by contractor for accuracy and fit. Airflow Development disclaim any liability for work carried out.

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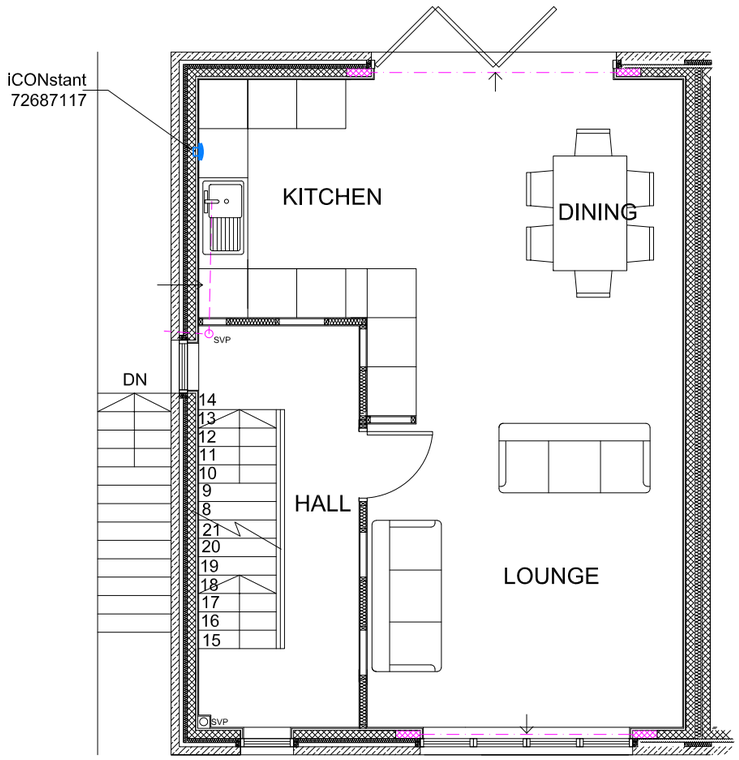
CLIENT
Northern Design Partnership

PROJECT
Orchard Street West

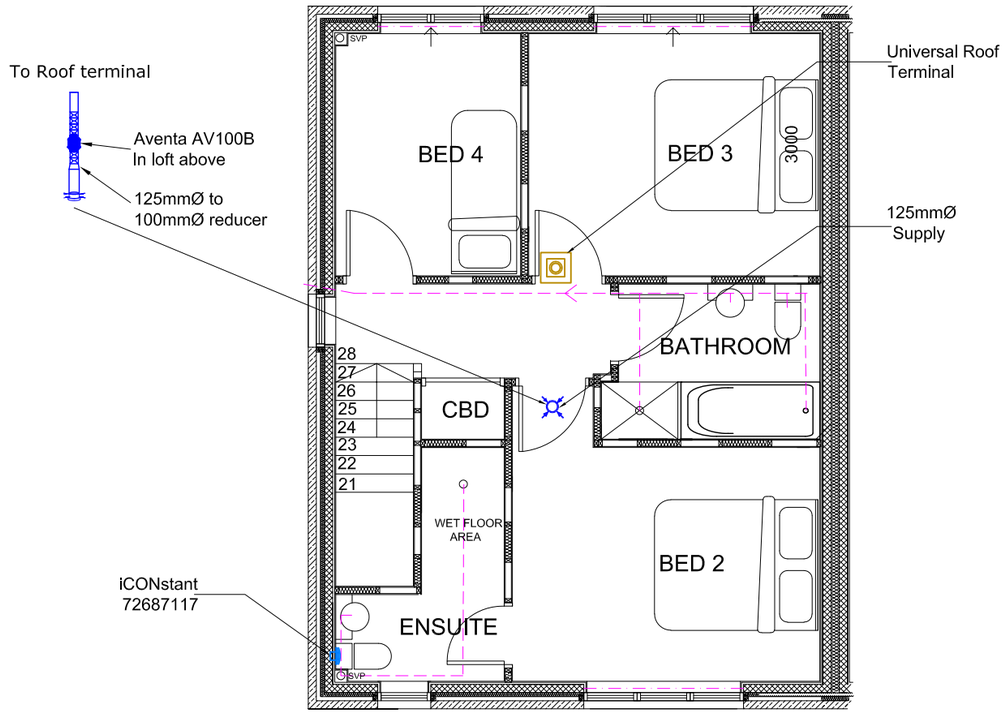
DRAWING DESCRIPTION
Plots 4-5 - Ground Floor

DRAWING NAME
508277LP-2-V1
PROJECT MODEL SPACE-LAYOUT-REVISION

SCALE
1:50 @ A3 1 of 1



FIRST FLOOR PLAN



SECOND FLOOR PLAN

Aventa 100 in-line Extract Fan

Supply Valve

iCONstant

Insulated Duct for Purge extract

125mm Ø Extract air

For clearance required see Product Data Sheets attached.

Note:This drawing is preliminary design. Placement of unit, distribution boxes,ducts and valves are for guidance only. Do not scale off drawings. Contractor to check dimensions on site. All information to be checked by contractor for accuracy and fit. Airflow Development disclaim any liability for work carried out.

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CLIENT
Northern Design Partnership

PROJECT
Orchard Street West, Huddersfield

DRAWING DESCRIPTION
Plots 4-5 - Ground Floor

DRAWING NAME
508277LP-4-V1
PROJECT MODEL SPACE-LAYOUT-REVISION

SCALE
1:50 @ A3

Aventa In-Line

Bathroom, en-suite, utility room and kitchen ventilation



BASIC SWITCHING TIMER

Key Features

- **In-line mixed flow fans**
- **Flow rate up to 280 m^3/hr**
- **Designed for ducted installations**
- **High pressure, low noise**
- **Compact and quiet in operation**
- **Two speed (normal and boost)**
- **Adjustable overrun timer version**
- **Access to monitor and impeller without dismantling ductwork**
- **Low watt motor from 21w**
- **IPX4 rating**
- **Complies with Building Regulations**
- **3 year warranty**

Aventa In-Line range

The Aventa range provides compact, quiet and powerful remote mounted ventilation for ducted installations. Available in high performance, two speed versions they are less bulky than larger in-line centrifugal fans and can be installed in loft spaces or service shafts for remote extraction.

With high flow / high pressure development characteristics they can be used with flexible ducting and flat duct systems to ensure compliance with Building Regulations guidance ensuring installed performance and extraction conditions are met.

Combining two Aventa fans allows for even more powerful operation. Mounting in parallel (left hand image on facing page) doubles the air flow, whilst two fans in series (right hand image on facing page) leads to a doubling of the air pressure for longer duct runs.





Applications

Basic	Basic remote switching
Timer	Timer can be set to run on between 2 and 30 minutes

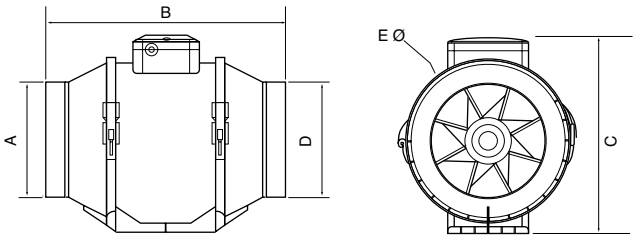


Technical Data

Specification	Aventa 100B	Aventa 100T	Aventa 125B	Aventa 125T
Air flow m³/hr*	145 / 187	145 / 187	220 / 280	220 / 280
Air flow l/sec*	40 / 52	40 / 52	66 / 88	66 / 88
Fan type	Mixed Flow	Mixed Flow	Mixed Flow	Mixed Flow
Controls	Basic	Timer	Basic	Timer
Mounting	In-Line	In-Line	In-Line	In-Line
Sound Pressure dB(A)@3m	27 / 36	27 / 36	28 / 37	28/37
Power watts	21 / 33	21 / 33	23 / 37	23/37
Amps	0.11 / 0.21	0.11 / 0.21	0.18 / 0.27	0.18 / 0.27
Building Regulations ADF	Yes	Yes	Yes	Yes
Duct diameter (mm)	100	100	125	125
Voltage	230v / 1ph / 50Hz	230v / 1ph / 50Hz	230v / 1ph / 50Hz	230v / 1ph / 50Hz
Rating	IPX4	IPX4	IPX4	IPX4
Material finish	ABS	ABS	ABS	ABS
Weight (kg)	1.5	1.5	1.5	1.5
Dimensions (H x W x D) mm	190 x 246 x 126	190 x 246 x 126	190 x 246 x 136	190 x 246 x 136
Part No.	**9041085**	**9041086**	**9041087**	**9041088**

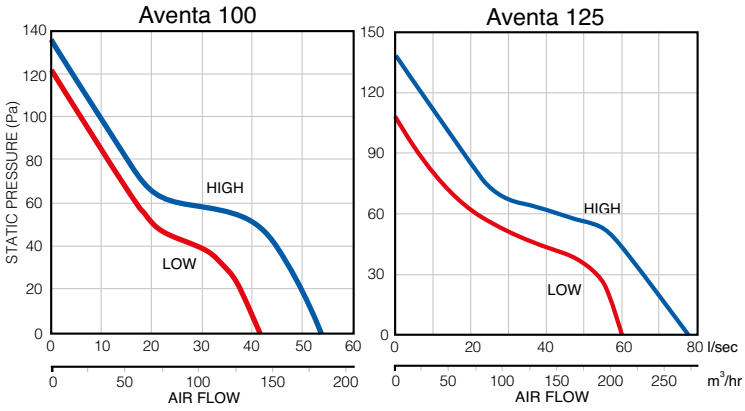
* Air flow at free discharge

Dimensions (mm)



Model	A	B	C	D	E
AV100	96	246	190	126	167
AV125	123	246	190	136	167

Performance



Double the flow - mount in parallel



Double the pressure - mount in series



Controls and Accessories

A range of accessories including flexible and rigid ducting kits, controls, switches and grilles are available.

Call: 01494 560800 **Visit: airflow.com**

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Certificate No. EMS 569454 BS EN ISO 14001 : 2004
Certificate No. FM 00152 BS EN ISO 9001 : 2008

iCONstant

Continuous Ventilation - suitable for any room





KEY FEATURES

- From 10dB(A) the quietest dMEV fan available
- Selectable trickle flow rates 22 / 29 /47 m³/h. Boost up to 79 m³/h
- Just over £1.00 per year to run on trickle speed
- Constant volume - Guaranteed to deliver installed performance
- The only IPX5 dMEV fan rated for both wall and ceiling installs
- Timer and Humidity versions. Two minute delay start (boost) option
- Memory retained in event of a power cut
- LED self diagnostics and 'fine tune' commissioning option of flow rate
- Complies with Building Regulations
- SAP eligible
- 3 year warranty

iCONstant

Based on our very successful iCON brand, we have developed the quietest dMEV fan available for toilet, bathroom, utility room and kitchen installation bringing incredibly low sound levels to this market sector. The fan is perfect in the kitchen too. Utilising the very latest motor technology and incorporating advanced features we have been able to produce an energy efficient fan that will help eliminate the problems of condensation by continuously extracting the damp air that is the source of the problem.

The iCONstant boasts features that reduce human intervention and ensure the fan is always operating at the optimum level whatever the circumstances of the installation. This is perfect for the social housing sector where specifiers, landlords and tenants all seek a ventilation solution that is energy efficient, economical to run and quiet to operate.

iCONstant, the virtually silent, low energy dMEV fan from Airflow – packed with features – results guaranteed.





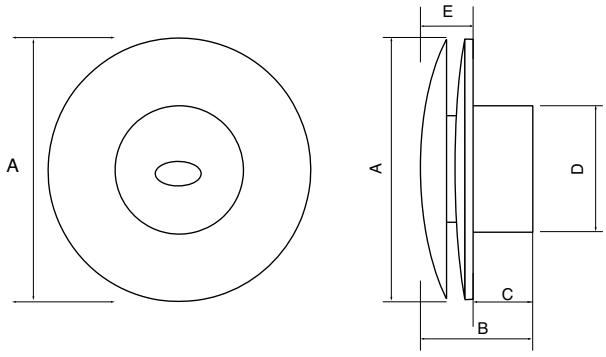
MODELS

Timer	On boost timer can be set to run on for 2, 15, 30 or 40 minutes
Humidity Timer	Intelligent humidity sensor adjustable between 60% and 90%. On boost timer can be set to run on for 2, 15, 30 or 40 minutes

TECHNICAL DATA

Specification	iCONstant		
Air flow m³/h (trickle/boost)	22 / 29	29 / 47	47 / 79
Air flow l/s (trickle/boost)	6 / 8	8 / 13	13 / 22
Fan type	Axial		
Controls	Timer or Humidity & Timer		
Sound pressure dB(A)@3 m	12.2 / 17.3	17.3 / 28.4	28.4 / 37.8
Power watts	1.21 / 1.61	1.61 / 1.81	1.81 / 3.31
Amps	3		
Calculated Specific Fan Power (SFP)	0.18 / 0.15	0.15 / 0.13	0.13 / 0.14
Building Regulations ADF	Yes		
Duct diameter (mm)	100		
Voltage	100/240 V - 50/60 Hz		
Rating (wall and ceiling)	IPX5		
Weight (kg)	0.55		
Dimensions (H x W x D) mm	197 x 197 x 120		
Part No.	**72687117 (T)**	**72687118 (HT)**	

DIMENSIONS (mm)



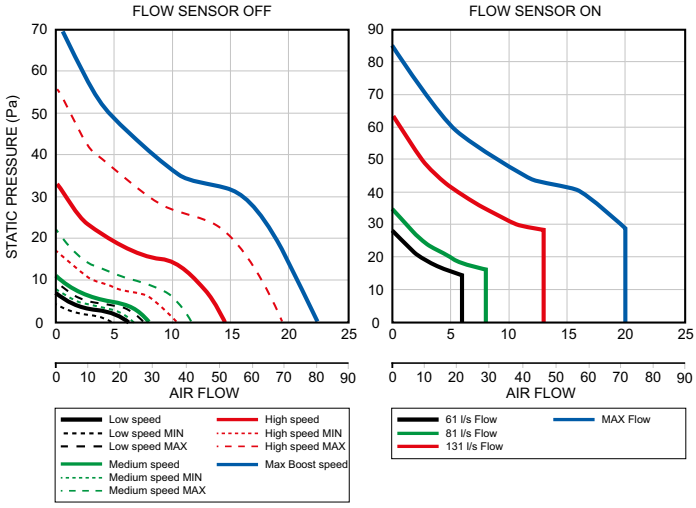
Model	A	B	C	D	E
iCONstant	197	120	70	100	50



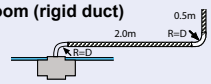
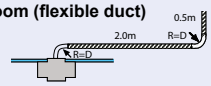


Cover removed showing LED self diagnostics and optional functionality buttons of flow rates fine tuning. This function can be very useful during commissioning.

PERFORMANCE



SAP PERFORMANCE

Unit configuration	Location	Flow rate	Specification fan power (W/l/s)
In room (rigid duct) 	Kitchen	13 l/s	0.18
	Wet room	8 l/s	0.19
In room (flexible duct) 	Kitchen	13 l/s	0.20
	Wet room	8 l/s	0.19
Through wall 	Kitchen	13 l/s	0.15
	Wet room	8 l/s	0.16

source: BRE

CONTROLS AND ACCESSORIES

A range of accessories including flexible and rigid ducting kits, controls, switches and grilles are available.

See accessories section for more details.

iCONstant

Continuous Ventilation - suitable for any room

Why dMEV?

In the Building Regulations dMEV is often referred to as decentralised Mechanical Extract Ventilation. The Airflow iCONstant dMEV continuous ventilation fan will provide the perfect solution for both new build and retrofitting into any domestic home, particularly where there has been an increased level of insulation making it more airtight or the homeowner / tenant has a particular problem with condensation or mould. The iCONstant with Timer or Humidity Timer functionality are also SAP eligible.

Economical to Operate – less than a light bulb

iCONstant has been developed to consume minimal energy using a highly efficient 24 V DC motor. The motor draws a mere 1.21 W on the lowest trickle speed of 6 l/s. The boost speed on the humidity version is intelligently controlled so as to minimise the period of the boost flow and not significantly ramp up running costs. The yearly running cost of the iCONstant is just over one pound - operating at 6 l/s. This is less than a low energy light bulb if left on 24 / 7 - a small price to pay to ensure the well-being of the occupier and help preserve the fabric of the building.

Simple Controllability - optimising your ventilation

On the timer version, the boost speed can be set to run on for between 2 and 40 minutes. With the humidity timer version, the intelligent humidity sensor will activate the boost speed when the set point is reached – this can be adjusted anywhere between 60% and 90%. When the humidity level falls below the set-point again, the fan will revert to the trickle speed. Boost speed can be activated by the integral pull cord or by a remote switch (optional).

Versatile Applications - one fan for all rooms

iCONstant dMEV fans can be used in any of the wet rooms. The required trickle rate is selected by the installer when the fan is fitted – this is dependent on the application - for toilets select 6 l/s, en-suites, bathrooms and utility rooms select 8 l/s and for kitchens it is 13 l/s. The boost speed will be the next speed level up with a maximum speed of 22 l/s. The boost to the higher speed is activated by one of the following methods; integral momentary pull cord, remote switch (optional) or intelligent humidity sensor. Should there be a power interruption in the property, the settings will be maintained.

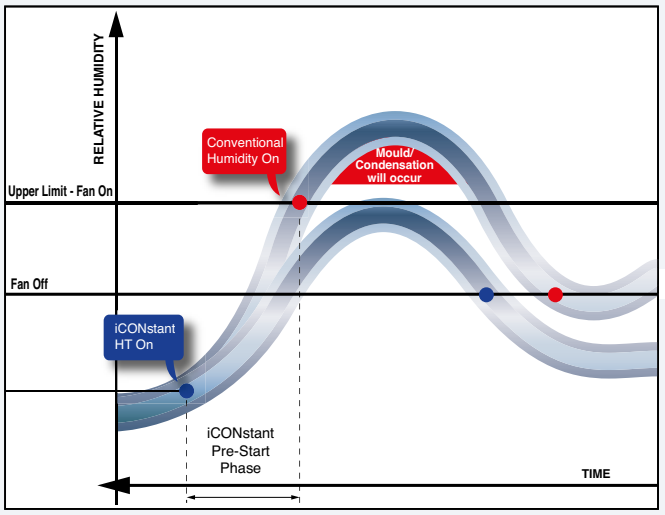




Packed with useful features with the user in mind

Airflow's intelligent humidity sensor offers the additional feature of being able to recognize a rapid increase in humidity and activates the boost speed before the pre-set value is reached so that preventive ventilation commences. Should this occur, the fan reverts to the trickle speed when the humidity level is within 10% of the set-point. The benefits of this are that energy consumption is kept to a minimum and noise levels are reduced whilst ensuring optimum ventilation is achieved, before excessive condensation occurs.

Another feature is the ability to delay the start of the boost function by two minutes. This is particularly advantageous for those quick visits during the middle of the night. The boost activation by the pull cord and humidity sensor is instant.



Cutting Edge LED Setup

The iCONstant is fitted with a unique setup diagnostic LED light. This self proving technology facilitates the set-up process and the storage of settings. Flow settings are made by the simple adjustment of the DIP switches. Installers will find it easy to setup saving time and money.

Constant Volume Guaranteed

The iCONstant is fitted with a flow sensor to continually monitor flow. Should conditions change, such as on a windy day, the fan will automatically adjust the flow rate to the original settings thus ensuring constant extraction is maintained. All this with no human intervention - exactly what specifiers and landlords are looking for.

Ensuring Installer Performance

The everyday running rate can be adjusted if required, up to the maximum speed of the fan by simply pressing the +/- buttons. This 'fine tuning' is very useful during commissioning to overcome system back pressure and ensure the installed performance for the installation is maintained.

User Safety is our Priority

As we have achieved IPX5 ingress protection rating on this product, you will be able to fit the iCONstant anywhere within Zones 1 and 2* of your bathroom/ en-suite. This makes our product incredibly safe to operate which is another reason for housing associations and landlords to specify iCONstant, also it is easy for the installer to position the fan. Airflow is the only supplier to offer a dMEV product for both wall and ceiling installation with this IP rating.

* Wired in accordance with IEEE wiring regualtions 17th edition

Another Stylish Design from Airflow

iCONstant's circular design is based on our very successful iCON brand of extractor fans. Customers like our circular design as this enhances the style and appearance of the room plus a round fan is simple and quicker to install. The iCONstant is designed to be recessed into the wall / ceiling.

Call: 01494 525252 **Visit: airflow.com**

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AIRFLOW®

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airflow.com

© Airflow Developments Limited. Airflow Developments Limited reserve the right, in the interests of continuous development, to alter specifications without prior notice. All orders are accepted subject to our conditions of sale which are available on request

Certificate No. EMS 569454 BS EN ISO 14001 : 2015
Certificate No. FM 00152 BS EN ISO 9001 : 2015

Quotation Terms and Conditions

Airflow Developments Ltd submits any designs or recommendations for domestic ventilation using Intermittent Extractor Fans, Continuous Mechanical Extract (centralised and decentralised) and Continuous Mechanical Supply and Extract with Heat Recovery in accordance with the Building Regulations 2010, Approved Document F, the Domestic Ventilation Compliance Guide 2010, and the Domestic Building Services Compliance Guide 2010.

Where System 1 and System 3 as outlined in the Building Regulations 2010, Approved Document F are used, provision must be made for background ventilation.

Airflow always recommends Rigid Ducting and Semi Rigid Ducting for a better performance over Flexible Ducting.

Flexible ducting can be used and like all ducting should be installed in line with the Domestic Ventilation Compliance Guide 2010.

Airflow accepts no responsibility for fire protection compliance, where ducting passes through a fire-stopping wall or fire compartment or ceiling or fire barriers, the required measures to ensure compliance with Part B of the Building Regulations 2010 should be taken.

Ductwork should be insulated where it passes through unheated areas and voids (e.g. loft spaces) with the equivalent of at least 25mm of a material having a thermal conductivity of ≤0.04 W/ (m.K) to reduce the possibility of condensation forming. Where a duct extends above roof level the section above the roof should be insulated or a condensate trap should be fitted just below roof level. Perforated insulated flexi duct, used to minimise airborne acoustic transmission, should not be used between the fan unit and external discharge terminal to prevent condensation occurring within the insulation material.

All quotes reflect the amount of ducting required, however it may be that due to the minimum cut length available more ducting may need to be purchased than is required, e.g. Airflex Pro semi rigid ducting is only available in 50 metre rolls for 75mm round ducting, and 20 metre rolls for 115mm x 51mm oval ducting. Airflow will endeavour to when involved in the design of multiple plots in the same development use the oversupply of Airflex Pro ducting from one plot to another.

Airflow will endeavour to minimise acoustic transfer between rooms in its design, however there is only so much that can be achieved unless the Airflex Pro system is used.

Vertical ducting will require a condensate trap in order to prevent backflow of any moisture into the product.

Only controls and sensors approved by Airflow should be used with Airflow product.

Airflow Developments Limited
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Registered in London, England. Company No 550374 Registered Office as above

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To ensure good transfer of air throughout the dwelling, there should be an undercut of minimum area 7600mm² in all internal doors above the floor finish (as stated as a requirement in the Building Regulations 2010, Approved Document F). This is equivalent to an undercut of 10mm for a standard 760mm width door.

In the case of MVHR systems, it is recommended that these are installed, balanced and commissioned by a BPEC or NICEIC accredited ventilation installer and installed as designed by Airflow. Failure to adhere to the design or comply with the Building Regulations 2010, Approved Documents F and L, and the Domestic Ventilation Compliance Guide 2010 will invalidate warranty and Airflow will not be held accountable for the performance of the system.

Airflow shall not be liable to any person for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with use of or reliance on any recommendations, introductions or information provided by Airflow in relation to third party suppliers and/or installers.

These notes are to be considered in addition to our Terms and Conditions of business which are supplied with this document and available from www.airflow.com.

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Terms and Conditions of Supply for Business Contracts

1. Definitions

In these Conditions, the following definitions apply:

Airflow: Airflow Developments Limited (registered in England and Wales with company number 550374).

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Call Out: has the meaning given in condition 10(a).

Conditions: the terms and conditions set out in this document.

Contract: the contract between Airflow and the Customer for the sale and purchase of the Goods and/or Services in accordance with these Conditions.

Customer: the person or firm purchasing Goods and/or Services from Airflow.

Force Majeure Event: has the meaning given in condition 17.

Goods: the goods (or any part of them) set out in an Order and/or the applicable Specification.

Incoterms: the international rules for the interpretation of trade terms published by the International Chamber of Commerce in 2010.

Order: the Customer's order for Goods and/or Services, as set out in the Customer's purchase order form (or, in the case of a Call Out, a fully completed Service / Warranty Call Out Request Form) or the Customer's written acceptance of Airflow's quotation, as the case may be.

Site: the site where the Goods are to be delivered to the Customer and/or the site where the Services are to be provided by Airflow to the Customer.

Services: the services to be provided by Airflow to the Customer (whether in connection with a Call Out or otherwise) as detailed in the Order and/or Specification.

Service Level Agreement: the service levels, to be agreed in writing by the parties, in accordance with which the Goods and/or Services are to be supplied, or as appropriate, provided where such Goods and/or Services are bespoke to the Customer's own requirements.

Service/Warranty Call Out Request Form: the form to be completed by the Customer if requesting a Call Out and available from Airflow's Customer Services Department on 01494 560800 or by email at customer_services@airflow.com.

Specification: the written description or specification for the Goods and/or Services, including any related plans and drawings which are supplied to Airflow by the Customer, or produced by Airflow and agreed in writing by the Customer.

2. Basis of Contract

(a) These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. These Conditions shall be subject to any additional written terms set out and expressly agreed by Airflow in the Contract or the Service Level Agreement to the extent that there is any inconsistency. Incoterms shall apply but where they conflict with these Conditions, these Conditions shall prevail.

(b) The Order constitutes an offer by the Customer to purchase the Goods and/or Services in accordance with these Conditions.

(c) The Order shall only be deemed to be accepted if and when Airflow issues a written acceptance of the Order or when Airflow delivers the Goods and/or provides the Services (whichever is the sooner), at which point the Contract shall come into existence.

(d) The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Airflow which is not set out in the Contract. Any samples, drawings, descriptive matter, or advertising issued by Airflow and any descriptions or illustrations contained in Airflow's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the products described in them. They shall not form part of the Contract or any other contract between Airflow and the Customer for the sale of the Goods and/or the provision of Services.

(e) A quotation for the supply of Goods and/or the provision of Services given by Airflow shall not constitute an offer. A quotation shall only be valid for the period specified on it and if no such period is specified, it can be withdrawn at any time.

3. Provision of Services

(a) Airflow shall provide the Services to the Customer in accordance with the Specification and (where applicable) the Service Level Agreement in all material respects.

(b) Airflow shall use all reasonable endeavours to meet any performance dates specified in the Service Level Agreement, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

(c) Airflow shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Airflow shall notify the Customer in any such event.

(d) Airflow warrants to the Customer that the Services will be provided using reasonable care and skill.

4. Customer Obligations

The Customer shall:

(a) ensure that the Order contains the appropriate product codes and prices, as agreed with Airflow, and that the terms of the Order and any information provided in the Specification are complete and accurate. For the avoidance of doubt, where there have been pre-sale discussions between Airflow and the Customer and/or the Customer's end user involving a number of differing options with regard to features or price (**quote versions**), it shall be the responsibility of the Customer to state in the Order which quote version is required by the end user. Airflow shall accept no responsibility if the quote version is not so confirmed in the Order;

(b) co-operate with Airflow in all matters relating to the supply of the Goods and/or the provision of the Services;

(c) comply with Airflow's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods, including the information in the installation and operating instructions and user manual which may be supplied by Airflow to the Customer, or (if there are no such instructions) good trade practice;

(d) provide Airflow, its employees, agents, consultants and subcontractors, with access to the Site and other facilities as reasonably required by Airflow;

(e) provide Airflow with such information and materials as Airflow may reasonably require in order to supply the Goods and/or provide the Services, and ensure that such information is accurate in all material respects;

(f) prepare the Site for the delivery of the Goods and/or receipt of the Services, ensure adequate labour and suitable equipment is available, and ensure there is a suitable working area for the performance of the Services by Airflow at the Site;

(g) obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Goods and/or Services are to be supplied or, as applicable, provided. In particular, it is acknowledged that quotations made by Airflow are derived from diagrams and specifications and not from any site survey or local knowledge of building control preferences. In every case it is the Customer's responsibility to check with the appropriate building control body, private inspector and/or local authority before submitting an Order to consider what is necessary in relation to the Goods and/or the Services for the purposes of relevant building regulations;

(h) keep and maintain all materials, equipment, documents and other property of Airflow (**Airflow Materials**) at the Customer's premises in safe custody at its own risk, maintain Airflow Materials in good condition until returned to Airflow, and not dispose of or use Airflow Materials other than in accordance with Airflow's written instructions or authorisation; and

(i) ensure that any resale of Goods by the Customer to a third party (whether or not an end user) shall not create or imply any contractual right or remedy on the part of that third party against Airflow, even if Airflow participates with the Customer and the third party in any pre-sale discussions. The Customer shall indemnify Airflow in respect of any actions, claims, costs, damages, expenses, losses or other liabilities which Airflow may suffer or incur arising from any contractual claim brought against it by any such third party.

5. Customer Default

If performance by Airflow of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any obligation set out in condition 4 or other relevant obligation (**Customer Default**):

(a) Airflow shall without limiting its other rights or remedies have the right to suspend performance of the Contract until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays Airflow's performance of any of those obligations;

(b) Airflow shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Customer's failure or delay to perform any of its obligations as set out in condition 4; and

(c) The Customer shall reimburse Airflow on written demand for any costs or losses (including any legal costs and expenses in defending claims brought against Airflow by the Customer or by any third party) sustained or incurred by Airflow arising directly or indirectly from the Customer Default.

6. Delivery

(a) Airflow shall ensure that: (i) each delivery of Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Airflow reference numbers, the type and quantity of the Goods (including the code number of the Goods, where

applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and (ii) if Airflow requires the Customer to return any packaging materials to Airflow, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as Airflow shall reasonably request. Returns of packaging materials shall be at Airflow's expense. Returnable cases or stillages, separately invoiced, shall be credited in full if returned to Airflow at the Customer's expense within 28 calendar days of delivery of the Goods.

(b) Airflow shall:

(i) make the Goods available for collection by the Customer at the Airflow's premises as set out in the Order. The Customer shall collect the Goods within the period specified in the Order; or

(ii) deliver the Goods to the location set out in the Order or to such other location as the parties may agree in writing (**Delivery Location**) at any time after Airflow notifies the Customer that the Goods are ready for delivery. Airflow reserves the right to levy an additional delivery charge if the Delivery Location is not at the Customer's primary place of business or an express delivery is requested.

(c) Delivery of the Goods shall be complete when the Goods arrive at the Delivery Location or, if the Customer is to collect the Goods, on completion of the loading at Airflow's premises.

(d) It is the Customer's responsibility to ensure that a person duly authorised to sign on its behalf to acknowledge receipt of the Goods is present at the Delivery Location at the time of delivery. Signature upon receipt of the Goods will be proof of delivery. The Customer shall indemnify and keep indemnified Airflow against all liabilities, costs, expenses, damages and losses suffered or incurred by Airflow arising out of or in connection with any breach by the Customer of its obligations under this condition 6(d).

(e) Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Airflow shall not be liable for any delay in delivery of the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide Airflow with adequate delivery instructions or any other instructions that are relevant to the delivery of the Goods.

(f) Airflow may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not of itself entitle the Customer to cancel any other instalment.

7. Inspection of Goods

(a) Any claim for non-delivery of Goods shall be communicated to Airflow in writing within 5 Business Days of the date of the relevant invoice that relates to the Goods.

(b) If Airflow fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.

(c) After receipt of a delivery of the Goods, the Customer shall, within 3 Business Days, visually inspect the Goods to ensure that it is satisfied with the Goods, that the Goods conform with their description and the Specification and that no damage or loss in transit

has occurred to the Goods. Any claims for defects of this nature shall be communicated to Airflow in writing during this 3 Business Day period.

(d) Airflow shall consider any request by the Customer to deliver Goods direct to the Customer's end user's site but if Airflow agrees (at its discretion) to do so, any notification of non-conformity, damage or shortages in respect of such Goods must be made to Airflow within 24 hours of delivery to the end user. Airflow will not be responsible to the Customer or the end user in the event of any later notification, nor shall it be responsible if the Goods are subsequently installed at the end user's site by or on behalf of the end user.

(e) Any quantities of Goods that are rejected by the Customer or an end user for a reason contemplated by condition 7(c) or 7(d) shall be returned to Airflow and, subject to Airflow accepting that there is a valid reason for the rejection of those Goods, Airflow will make good any defect by, at its discretion, repairing, replacing or procuring a replacement of the Goods at no expense to the Customer and Airflow will reimburse the Customer the cost of returning the Goods. The obligations of Airflow set out in this condition 7(e) shall be the Customer's sole remedy for rejected Goods and Airflow shall not have any further liability in respect of the Goods whether such liability arises by contract, in tort (including negligence), by statute, common law or otherwise.

(f) Subject to the Customer's right to reject the Goods under this condition 7, the Customer shall be deemed to have accepted the Goods on delivery.

8. Failure Caused by Customer to Deliver Goods

If the Customer fails to take delivery of the Goods within 10 Business Days of Airflow notifying the Customer that the Goods are ready for delivery, then, except where such failure or delay is caused by a Force Majeure Event or Airflow's failure to comply with its obligations under the Contract:

(a) Delivery of the Goods shall be deemed to have been completed at 9.00 am on the 10th Business Day following the day on which Airflow notified the Customer that the Goods were ready for delivery; and

(b) Airflow shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

9. Quality of Goods

(a) Without prejudice to condition 9(g), Airflow warrants that on delivery, and for a period of 12 calendar months from the date of delivery or such other period (if any) agreed in writing between the parties (**the warranty period**), the Goods shall conform in all material respects with their description and any applicable Specification and be free from material defects in design, material and workmanship.

(b) Subject to condition 9(c), if the Customer gives notice in writing to Airflow during the warranty period of discovery that some or all of the Goods do not comply with the warranty set out in condition 9(a):

(i) the Customer may request a Call Out in accordance with condition 10; or

(ii) the Customer may give Airflow a reasonable opportunity of examining those Goods and the Customer (if asked to do so by Airflow) shall return those Goods to Airflow's place of business by courier or recorded delivery at the Customer's cost. Proof of delivery should be retained by the Customer and should be made available upon request by Airflow.

(c) Subject to Airflow accepting that there is a valid reason for the Customer to reject or return any of such Goods (and, for the avoidance of doubt, that the Goods have not failed as a result of incorrect installation), Airflow shall reimburse any payment made by the Customer in respect of a Call Out and, at Airflow's option, repair or replace defective Goods, or refund the price of defective Goods in full. When a debit note is issued by the Customer or a sales return note (**SRN**) is issued by Airflow prior to the Goods being returned to Airflow, the Goods must be returned within 10 working days via the Airflow returns process and failure to do so will result in the debit note or SRN (as applicable) being disclaimed or cancelled respectively.

(d) Airflow shall not be liable for Goods' failure to comply with the warranty set out in condition 9(a) if: (i) the Customer or any end user makes any further use of those Goods after giving notice in accordance with conditions 7(c), 7(d) or 9(b) (as applicable); or (ii) the defect arises because the Customer or end user failed to follow Airflow's oral or written instructions as to the storage, installation, commissioning, use and maintenance of the Goods or (if there are none) good trade practice; or (iii) the defect arises as a result of Airflow following any drawing, design, description or specification supplied by the Customer or end user; or (iv) the Customer or end user alters or repairs those Goods without the written consent of Airflow; or (v) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or (vi) the defect arises as a result of incorrect installation and/or failure to comply with good trade practice in relation to the installation of the Goods; or (vii) the defect arises as a result of those Goods being used within an application or for a purpose for which those Goods have not been designed; or (viii) the Customer or end user fails to give notice in writing to Airflow within the time periods specified in conditions 7(a), 7(c), 7(d) or 9(b)(i) (as applicable); or (ix) the Goods differ from the Specification as a result of changes made to ensure they comply with the applicable statutory or regulatory requirements.

(e) For the avoidance of doubt the warranty set out in condition 9(a) will be void if there is a failure to store, install, commission, maintain and use Goods in line with Airflow's written instructions.

(f) Except as provided in this condition 9, Airflow shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in condition 9(a).

(g) Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

(h) These Conditions shall apply to any repaired or replacement Goods supplied by Airflow and the warranty period set out in condition 9(a) shall be deemed to be a period of 12 calendar months from the date of delivery of any such repaired or replacement Goods or such other period (if any) agreed in writing between the parties.

(i) Airflow reserves the right, in the interests of continuous development, to alter specifications without prior notice.

10. Call Outs

(a) Subject to condition 10(c), the Customer may request an appointment with an Airflow service engineer to assess and, if Airflow determines appropriate, to repair or replace a Good or other product which has been supplied by Airflow to the Customer or a third party (a **Call Out**) by contacting Airflow's customer services department by telephone on 01494 560800 or by email to customer_services@airflow.com. A request by the Customer for a Call Out shall constitute a new Order and these Conditions shall apply accordingly.

(b) A Call Out shall take place on a Business Day at a time and place agreed between the Customer and Airflow taking into account the availability of the service engineers of Airflow. The maximum duration of each Call Out shall not exceed four hours (including travel time) and Airflow shall endeavour to undertake any necessary repairs or replacements during this time, subject to the Customer agreeing the additional cost (if any) of such repairs or replacements. If Airflow is not able to complete a repair or replacement during a Call Out appointment for any reason, the Customer may request additional Call Out appointments and each Call Out shall be charged in accordance with condition 10(d).

(c) Unless otherwise agreed, Call Outs are not available in connection with Goods which have been purchased and/or installed outside of the United Kingdom.

(d) Unless otherwise agreed, the cost to the Customer of each Call Out shall be £250 plus VAT which is payable in advance in full and cleared funds by the Customer prior to the Call Out plus reasonable expenses (including travel, parking and congestion charge costs).

(e) The Customer may cancel any Order for a Call Out not later than 24 hours prior to the agreed date and time of the Call Out without incurring a cancellation fee.

(f) If the Customer cancels an Order for a Call Out not later than 24 hours prior to the agreed date and time of the Call Out and the Customer has made any payment to Airflow in advance for the Call Out, Airflow will refund the amount of the payment to the Customer.

(g) If the Customer cancels an Order for a Call Out less than 24 hours prior to the agreed date and time of the Call Out, no refund will be given by Airflow.

(h) During a Call Out, Airflow shall only assess electrical cables which are directly connected to the Good or product which is the subject of the Call Out and, upon Airflow's request, the Customer shall ensure that any such cables are isolated. Airflow shall not be liable for accidental damage caused by its representatives during a Call Out in connection with trying to access any product which is the subject of the Call Out.

(i) In the event that the Customer is not satisfied with the service provided by an Airflow service engineer during a Call Out, the Customer should immediately contact Airflow's Customer Services Department on 01494 560800 or by email at customer services@airflow.com. A new Call Out appointment shall be arranged in accordance with condition 10(a) and the charges set out in condition 10(d) shall apply to each new Call Out. Subject to Airflow accepting that there is a valid reason for the Customer's complaint and that such fault arises from a failure by Airflow to provide the Services using reasonable care and skill and that such fault arose within a 30 day period commencing on the date of the original Call Out, Airflow shall reimburse any payment made by the Customer in respect of the additional Call Out and, at Airflow's option, repair any defect, or refund the price of the original Call Out in full.

11. Title and Risk

(a) The risk in the Goods shall pass to the Customer on completion of delivery.

(b) Title to the Goods shall not pass to the Customer until Airflow has received payment in full (in cash or cleared funds) for: (i) the Goods; and (ii) all other sums which are or which become due to Airflow for sales of Goods and/or Services to the Customer.

(c) Until title to the Goods has passed to the Customer, the Customer shall: (i) hold the Goods on a fiduciary basis as Airflow's bailee; (ii) store the Goods separately from all

other goods held by the Customer so that they remain readily identifiable as Airflow's property; (iii) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; (iv) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; (v) notify Airflow immediately if it becomes subject to any of the events listed in condition 13(b); and (vi) give Airflow such information relating to the Goods as Airflow may require from time to time, but the Customer may resell or use the Goods in the ordinary course of its business.

(d) If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in condition 13(b), or Airflow reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy Airflow may have, Airflow may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

12. Prices and Payment

(a) The price of the Goods and/or Services shall be the price set out in the Order, or, if no price is quoted, the price set out in Airflow's published price list in force as at the date of delivery. Airflow's price list contains a large number of Goods and it is always possible that, despite Airflow's best efforts, some of the Goods listed in its price list may be incorrectly priced. Airflow will normally verify prices as part of its dispatch procedure so that, where a correct price of the Goods is less than the stated price, Airflow will charge the lower amount when dispatching the Goods to the Customer. If a correct price of the Goods is higher than the price stated on Airflow's price list, Airflow will normally, at its discretion, either contact the Customer for instructions before dispatching the Goods, or reject the Order and notify the Customer of such rejection.

(b) Airflow may, by giving notice to the Customer at any time before delivery of the Goods or provision of the Services, increase the price of the Goods and/or Services to reflect any increase in the cost of the Goods and/or Services that is due to: (i) any factor beyond Airflow's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs); (ii) any request by the Customer to change the Specification, Service Level Agreement, delivery or performance date(s), quantities or types of Goods and/or Services ordered; or (iii) any delay caused by any instructions of the Customer or failure of the Customer to give Airflow adequate or accurate information or instructions.

(c) Unless otherwise stated on the Order, the price of the Goods is exclusive of the costs and charges of packaging, insurance and transport of the Goods, which shall be paid by the Customer when it pays for the Goods.

(d) The price of the Goods or Services is exclusive of amounts in respect of value added tax (**VAT**). The Customer shall, on receipt of a valid VAT invoice from Airflow, pay to Airflow such additional amounts in respect of VAT as are chargeable on the supply of the Goods or provision of the Services.

(e) Airflow may invoice the Customer for the Goods and/or Services on or at any time after the completion of delivery of the Goods or provision of the Services.

(f) The Customer shall pay the invoice in full and in cleared funds within 30 calendar days from the end of the calendar month in which the relevant invoice was raised, with the exception of invoices raised in January which shall become due and payable by the 28th day of February. Time of payment is of the essence.

(g) If the Customer fails to make any payment due to Airflow under the Contract by the due date for payment (**due date**), then the Customer shall pay interest on the overdue amount at the rate of 2% per annum above HSBC Bank plc's base lending rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

(h) The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against Airflow in order to justify withholding payment of any such amount in whole or in part. Airflow may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by Airflow to the Customer.

13. Customer's Insolvency or Change or Control

(a) If the Customer becomes subject to any of the events listed in condition 13(b), or Airflow reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to Airflow, Airflow may cancel or suspend all further deliveries of Goods or provision of Services under the Contract or under any other contract between the Customer and Airflow without incurring any liability to the Customer, and all outstanding sums in respect of Goods and/or Services delivered or provided to the Customer shall become immediately due.

(b) For the purposes of condition 13(a), the relevant events are: (i) the Customer suspends, or threatens to suspend, payment of its debts or, in the opinion of Airflow, is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply; or (ii) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or (iii) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this condition 13(b); or (iv) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer; or (v) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer; or (vi) the holder of a qualifying floating charge over the Customer's assets has become entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets, or (vii) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days, or (viii) in the opinion of Airflow, the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business; or (ix) there is a change of control of the Customer (as defined in section 574 of the Capital Allowances Act 2001).

14. Limitation of Liability

(a) Nothing in these Conditions shall limit or exclude Airflow's liability for: (i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); (ii) fraud or fraudulent misrepresentation; or (iii) breach of

the terms implied by section 12 of the Sale of Goods Act 1979; or (iv) defective products under the Consumer Protection Act 1987; or (v) any other matter in respect of which it would be unlawful for Airflow to exclude or restrict liability.

(b) Subject to condition 14(a): (i) Airflow shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit or indirect or consequential loss arising under or in connection with the Contract; and (ii) Airflow's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the cost of the Goods supplied and/or Services provided under the Contract.

(c) Airflow shall not be liable to any person for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with use of or reliance on any recommendations, introductions or information provided by Airflow in relation to third party suppliers and/or installers.

15. **Intellectual Property Rights, Confidentiality and Data Protection**

(a) All intellectual property rights in or arising out of or in connection with the Goods, the Services and/or the Contract shall be owned by Airflow.

(b) The Customer acknowledges that, in respect of any third party intellectual property rights, the Customer's use of any such intellectual property rights is conditional on Airflow obtaining a written licence from the relevant licensor on such terms as will entitle Airflow to license such rights to the Customer.

(c) All Airflow Materials (as defined in condition 4(h)) are the exclusive property of Airflow.

(d) A party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. The Receiving Party may also disclose such of the Disclosing Party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

(e) The Customer acknowledges and agrees that data which it provides to Airflow will be held on a data base and that personal data will be processed by or on behalf of Airflow for the purposes specified in these Conditions. If the Customer wishes to receive further information about Airflow's privacy policy, please visit Airflow's website at www.airflow.com.

(f) This condition 15 shall survive termination of the Contract.

16. **Import and export licences**

The Customer is responsible for obtaining, at its own cost, such import licences and other consents in relation to the Goods as are required from time to time and, if required by Airflow, the Customer shall make those licences and consents available to Airflow prior to the relevant

shipment. It is the Customer's obligation to acquaint itself and to comply with all applicable requirements and restrictions relating to the possession, use, import, or export of the Goods. It is the Customer's obligation to ensure that no Goods are exported or imported in violation of the laws of any jurisdiction into or through which the Goods are transported during the course of reaching the Delivery Point. Where necessary, the Customer shall inform Airflow at a reasonable time before delivery of any documents which it is necessary for Airflow to provide in order to allow export of the Goods in compliance with the laws of any relevant jurisdiction.

17. **Force Majeure**

(a) Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

(b) If the Force Majeure Event prevents Airflow from providing any Goods or Services for more than four consecutive weeks Airflow shall without limiting its other rights or remedies have the right to terminate the Contract immediately by giving written notice to the Customer.

18. **Assignment and subcontracting**

(a) Airflow may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

(b) The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of Airflow.

19. **Notices**

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this condition, and shall be delivered personally, sent by pre-paid first-class post, recorded delivery, commercial courier or fax.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in condition 19(a); if sent by pre-paid 1st class post or recorded delivery, at 9.00 am on the 2nd Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax, one Business Day after transmission.

(c) The provisions of this condition 19 shall not apply to the service of any proceedings or other documents in any legal action.

20. **Severance**

If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

21. **Waiver**

A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

22. **No partnership or agency**

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind the other party in any way.

23. **Third party rights**

A person who is not a party to the Contract shall not have any rights under or in connection with it.

24. **Variation**

Any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by Airflow.

25. **Governing law and jurisdiction**

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

List of Resellers of Airflex Pro and Duplexvent

Gibbs & Dandy	Rexel Group
W:https://www.gibbsanddandy.com	W:https://www.rexel.co.uk
W: http://www.bssindustrial.co.uk	

Grafton Group Companies – Geographical Cover	Other Companies – Geographical Coverage: National
Buildbase **W:** www.buildbase.co.uk	**Graham** **W:** http://www.grahamplumbersmerchant.co.uk/ **Geographical Coverage: National**
Electricbase **T:** 01642 673256 **W:** http://www.electricbase.co.uk/	**Jewson** **T:** 02476 438885 **W:** http://www.jewson.co.uk/
Plumbase **T:** 0800 520 0505 **W:** http://www.plumbase.co.uk/	**Travis Perkins** **W:** https://www.travisperkins.co.uk/

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