

## P&J Dust Extraction Ltd Terms & Conditions of Sale v1.52

<b>1.</b>	<p><b>GENERAL</b> All contracts are made &amp; all orders are accepted on the following terms &amp; conditions &amp; no addition or variation thereto shall be made unless agreed in writing by the Seller &amp; the Buyer. References within these terms are defined as below:</p> <p>'Seller' refers to P&amp;J Dust Extraction Ltd.          'P&amp;J' refers to P&amp;J Dust Extraction Ltd.          'Buyer' refers to the person or company contracting directly with the Seller.          'Client' refers to the person or company contracting directly with the Seller.          'Client Representative' refers to a person authorised to contract and make decisions on behalf of the Buyer.</p>
<b>2.</b>	<b>LEGAL CONSTRUCTION</b> The contract shall be construed according to & governed by English Law.
<b>3.</b>	<b>COMPANY DETAILS</b> - P&J Dust Extraction Ltd registered in Cardiff, 20th February 1980, Registration Number 1480412. Registered Office address: 1, Central Avenue, Sittingbourne, Kent ME10 4AE. Head Office address: Elmley Industrial Estate, Queenborough, Kent ME11 5GA
<b>4.</b>	<b>BUYERS CONDITIONS OF CONTRACT</b> Buyer's Conditions of Contract are hereby modified or negated so far as they are contradictory to the following terms & conditions in the case of conflict the following terms & conditions are to apply.
<b>5.</b>	<b>ESTIMATES</b> No estimate is binding upon P&J until the Order has been accepted by P&J. P&J acknowledges in writing all orders accepted.
<b>6.</b>	<b>VALIDITY</b> Quotations are open for acceptance within 14 days of the date of quotation after which time the price ruling at the despatch date is operative.
<b>7.</b>	<b>CONFIDENTIALITY OF DRAWINGS AND CORRESPONDENCE</b> All drawings, quotations, tenders, specifications, references, reports, performance records, application information originating from P&J, all correspondence between P&J and the buyer, and the buyer and P&J's referees, are confidential and must not be copied or passed to another party unless [a] specific permission has been obtained from P&J or [b] the buyer is obliged to disclose such information under the Freedom of Information legislation and within the terms of the buyer's Publication Scheme, in which case P&J must be notified in writing of full disclosure details by the buyer within 7 days of the disclosure. Such disclosure details will include the name & address of the requestor, information disclosed, any reasons given by the requestor for disclosure request, copies of the disclosure request, and any related correspondence & replies. One copy of any drawing made in respect of the purchase will be provided by P&J in electronic format compatible with P&J's software systems. Another copy will be made available in hard copy format. Further copies may be made available at P&J's discretion. Any such additional copies will be subject to a separate charge.
<b>8.</b>	<p><b>PRICE</b> All prices quoted are exclusive of V.A.T. or any similar taxes levies or duties. The price agreed is based on the cost in sterling of all materials, labour, goods, services &amp; transport at the date of the quotation &amp; should these costs increase between that date &amp; the date of despatch P&amp;J reserves the right to add to the price such sum as may be necessary to cover the amount of such increase. The price quoted is based on there being clear access to the site for offloading &amp; installation, a constant supply of single phase electrical power &amp; compressed air &amp; the installation being carried out in one uninterrupted period. Any discount agreed is conditional on the invoice being paid by the due date. If an invoice is overdue for payment the discount is rescinded &amp; the full price for the goods or services is due.</p> <p><b>P&amp;J Bank Details:</b> NatWest Bank, 148 High Street, Chatham, Kent, ME4 4DJ <b>Sort code:</b> 60 05 09 <b>Acc no:</b> 79975518 <b>Acc name:</b> P&amp;J Dust Extraction Ltd</p>
<b>9.</b>	<b>RETENTION &amp; MAIN CONTRACTORS DISCOUNT</b> Quotations do not allow for retention or main contractors discounts, if you would like a quotation taking either or both of these into account please advise us and a revised quotation that specifies the extra charges will be issued.
<b>10.</b>	<b>ELECTRICAL INSTALLATION &amp; BUILDING WORK</b> is excluded. P&J can provide a quote on request. All starters & control gear are supplied loose for remote mounting. Connection from the isolator to the starter/controller and from starter/controller to the extraction unit motor(s) is the responsibility of the Buyer's installing electrician. It is recommended that your electrical contractor is on site during the course of our installation period to electrically install.
<b>11.</b>	<b>DRAWINGS</b> If P&J is required to produce drawings for approval the Buyer must supply electronically suitable AutoCAD site and location drawings giving details of the rooms concerned and all other existing and or specified fixtures fittings and services that may be relevant. P&J will produce an AutoCAD drawing comprising an extraction installation layer in accordance with the drawing provided by the Buyer. If a full working drawing is required to be produced by P&J including surveying existing and or specified fixtures, fittings and services this will be chargeable at extra cost. Where 'As Installed Drawings' are required these will comprise the standard schematic layout drawing of the P&J LEV Test Report. If no LEV test is ordered from P&J then no 'As Installed Drawings' are allowed for. If more detailed 'As Installed Drawings' are required these can be provided at extra cost.
<b>12.</b>	<b>DEMONSTRATIONS &amp; TRAINING</b> P&J's quotation allows for demonstration and training in the use of the system after installation, to the end user[s] by the P&J LEV test engineer at the time of the scheduled Commissioning (Initial) LEV test, which is by agreed appointment. If no P&J LEV test has been ordered or a separate visit is required for demonstration or training it is chargeable as an extra site visit.
<b>13.</b>	<b>OUT OF HOURS WORKING</b> Quotations are based on work being carried out between 8.00am and 5.00pm, Monday to Friday inclusive. All other times and Bank Holidays are out-of-hours. If the Buyer requires out-of-hours attendance on site, or if out of hours manufacturing work is needed to achieve a required despatch date, it may be possible to accommodate the Buyers request. In this case, an extra charge will be made. If P&J is refused permission to remain on site for the full period 8am to 5pm, or other specified times stated on the quotation, for example by being asked to leave early, it will be necessary to make additional trips to site for which Extra Site Attendance Fees will be charged.
<b>14.</b>	<b>CONSENTS, LICENSES &amp; PERMISSIONS</b> P&J assumes that any consents necessary for the work to be carried out have been obtained from all appropriate authorities & property owners prior to the Quotation being prepared. P&J makes no provision for any expenses incurred in connection with obtaining licenses etc. The cost of any variations to the specification ordered that are needed to comply with the requirements of any consents, licenses or permissions will be payable by the Buyer in addition to contract price.
<b>15.</b>	<b>SUPPLY ONLY</b> Where the quotation is on a 'Supply Only' basis the Buyer is responsible for any freight, delivery, unloading, assembly & installation required. 'Supply only' units may be in 'flat pack' form and therefore require assembly by the Buyer prior to installation.
<b>16.</b>	<b>DELIVERY</b> P&J will endeavour to despatch goods ordered within any time quoted from receipt of a written order but time will not be of the essence & P&J will not be liable for any loss arising directly or indirectly due to late delivery or non delivery. Claims for goods lost or damaged in transit will only be considered if notification is given in writing. Claims for goods damaged in transit or short delivered will only be considered if notification is given to P&J verbally at the time the damage is discovered and notification in writing is given [a] to the carrier, at the time of delivery on the carriers delivery docket or the carriers consignment note AND [b] to P&J within 3 days of receipt of the goods. Claims for non-arrival of the whole consignment will only be considered if notification in writing is given to P&J within 7 days from the date of notification of despatch.
<b>17.</b>	<b>CARRIAGE</b> is charged on all supply-only orders and certain installation orders. If carriage is to be charged on an installation order, reference to carriage costs will be made in the quotation or the acknowledgement of order.
<b>18.</b>	<b>OFFLOADING</b> The Buyer shall supply labour to assist in off-loading, together with adequate unloading facilities and equipment.
<b>19.</b>	<b>OPERATING &amp; MAINTENANCE MANUALS</b> One copy of the manufacturer's Operating & Maintenance Manual will be supplied for each extraction unit ordered. Extra copies of O&M Manuals requested will be charged at the current duplicate report/manual fee.
<b>20.</b>	<b>ACCESS EQUIPMENT</b> The cost of providing Scaffolding, Access equipment or Cranes is excluded. Where the Buyer does not have appropriate equipment on site available for use the Seller will arrange for hire, the costs will be additional to the agreed contract price. Work for which Access Equipment may be required includes, but not limited to Installation, Inspection and Maintenance of Ductwork, LEV, Pressure Gauges, Commissioning of LEV, TExT of LEV and Replacing Filters.
<b>21.</b>	<b>PART EXCHANGE</b> Where a part exchange has been agreed the Buyer must arrange for the starter and/or control panel to be disconnected from the mains electricity supply before our arrival on site. In addition, the Buyer must arrange for a clear passage with manual loading assistance, appropriate loading facilities, and equipment for the unit to be removed and loaded onto P&J's vehicle. Customs and Excise Regulations require P&J to issue an order for the part exchanged machine. They also require that the Buyer invoices us for the machine being part exchanged. You may deduct your invoice amount from the amount you pay us, or P&J can pay you for the part exchange.
<b>22.</b>	<b>INSTALLATION SCHEDULING</b> It is important that the installation work is scheduled in the program of works in an appropriate place, with installation to be completed in one continuous period on site. This will usually be at the end of all other mechanical and building works, except decorative finishes as these will not be made good. If the Seller wishes to break the installation into two or more sessions i.e. by delivering extraction units to site prior to the Installation period or to facilitate special works such as fitting ducting above a ceiling or beneath the floor surface, the total contract price will be increased by extra site attendance fees plus expenses. P&J will invoice for the value of the works completed and/or delivered to site on the first stage P&J will charge an extra site attendance fee. Payment of this first invoice will be due on completion of the first stage of the work. Usually 20 working days notice is required to allocate a specific installation date. All installation dates are agreed with the Buyer.
<b>23.</b>	<b>SATISFACTORY COMPLETION</b> The Buyer is to arrange for a Client Representative to be on site at the agreed commencement time for the installation/test, to be available throughout the installation/test period in case of queries, and to sign the work status / completion documents when the P&J operative(s) are ready to leave site. If the Buyer fails to provide a Client Representative to sign the work status /completion documents, the Buyer will be deemed to have accepted the work as satisfactory.
<b>24.</b>	<b>COMPONENTS REMOVED FOR MODIFICATION</b> In certain circumstances on machine extraction hoods, parts and/or guards on the machinery that is being extracted from may need to be modified to improve control of the contaminant. This may affect the manufacturer's warranty on the modified equipment. The Buyer is responsible for obtaining any necessary permissions. The modifications may be carried out on site, or the parts may be removed by the installation engineer and returned to the P&J factory for modification. When the parts have been removed from the machine it must not be used. It is the responsibility of the Buyer to prevent use of the machinery until the part has been properly re-fitted. P&J will draw the matter to the attention of the Client Representative and provide an appropriate warning notice for the Client Representative to attach to the machine. The modified parts will be returned to site as soon as possible by carrier to give the Buyer the opportunity to have the parts fitted by a competent member of their own staff thereby reducing machine down time. Alternatively, if an LEV test is due on a date after the date of modification, P&J's test engineer will fit the parts when the system testing is carried out. The date of system testing is dependent upon prompt notification to P&J of readiness for the test [following electrical installation by others which is arranged by the Buyer].
<b>25.</b>	<b>EXTRA COST</b> Should the work be suspended by the Buyer's instructions or lack of instructions, the contract price shall be increased to cover any resulting extra expense incurred by P&J. Should forwarding instructions be withheld when goods are ready for despatch a suitable charge will be made for storage & fire insurance at the rate 1% of the sales price + V.A.T. per day & the goods are to be paid for as if they had been despatched. Any charge for storage or demurrage after despatch must be paid by the Buyer.

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<p><b>26. SITE READINESS FOR INSTALLATION</b> Prior to the installation date the following must be ready to enable completion of the work in an uninterrupted period:-</p> <p>[a] The building structure, proposed unit base location and internal finishes i.e. flooring, ceilings and wall finishes (except decorative) need to be complete &amp; suitable for the required load bearing &amp; fixings to accommodate the LEV and ductwork etc.</p> <p>[b] The machinery P&amp;J is connecting to must be on site in the correct location and bolted down in their final position.</p> <p>[c] All building work must be in the correct location, of correct dimensions, completed &amp; ready for use. i.e. concrete bases must be level and holes through roof/walls etc. must be of agreed size, in agreed position.</p> <p>[d] Existing LEV that is to be replaced must be disconnected from the mains electricity supply &amp; moved away to allow room for the replacement to be sited</p> <p>[e] A clear passage to be made for the new unit to be moved to the installation location.</p> <p>If P&amp;J arrive on site on the agreed scheduled date and the above preparations are not complete the installation will be delayed. P&amp;J will charge an extra site attendance fee for each aborted day.</p>
<p><b>27. SURPLUS FITTINGS</b> Any surplus fittings or materials shall remain the property of P&amp;J &amp; must be returned by the Buyer to P&amp;J.</p>
<p><b>28. ATEX &amp; BS EN61241-10:2004 'Electrical apparatus for use in the presence of combustible dust'</b> P&amp;J's standard range is designed for use in a Non-Hazardous Area [an area in which combustible dust is not present to an extent that will permit the formation of significant explosive dust/air mixtures]. P&amp;J also manufacture units which are suitable for use in Hazardous Areas [areas in which combustible dust in cloud form is or can be expected to be present in quantities such as to require special precautions for the construction and use of equipment in order to prevent ignition of an explosive dust/air mixture]. If your risk assessment has classified the area as a Hazardous Area Zone 20, 21 or 22 for dust or Zone 0, 1 or 2 for gases vapours or mists, you must request a unit specified for use in those areas.</p>
<p><b>29. STARTERS CONTROL PANELS &amp; SWITCHGEAR</b> All starters and controllers that are supplied by P&amp;J are supplied loose for remote mounting and are designed for installation in a Non-Hazardous Area. See Electrical Equipment section for details of required standards.</p>
<p><b>30. WASTE CREATED ON SITE</b> Where practicable, hazardous waste will be wrapped in polythene. All waste created on site will be left on site for later disposal by the Buyer. P&amp;J can, on request and at extra cost, remove the waste from site and dispose of at an appropriately licensed waste disposal facility. In this case, the contract value will be increased by industrial waste and/or hazardous waste transportation and disposal costs.</p>
<p><b>31. HEALTH &amp; SAFETY</b> If P&amp;J or their contractors will be visiting site, the Buyer is required to provide a safe working environment for P&amp;J's staff and / or subcontractors. The Buyer must draw to the attention of P&amp;J's Health &amp; Safety Manager, in writing by Recorded Delivery at least 14 days prior to the commencement of work, any risks and or hazards present on site and details of any Reportable Incidents [RIDDOR], near misses, or other Health &amp; Safety incidents or accidents that have occurred on that site. If the Buyer and/ or the site occupier has specific site requirements, i.e. health &amp; safety procedures, permission to start work schemes, rules or policies which must be observed, the Buyer must forward copies at least 14 days before P&amp;J is due to start work on site so that P&amp;J can ensure that the relevant employees are fully briefed. Risk Assessments and Method Statements for P&amp;J's scope of work are available upon request. All correspondence and requests from the Buyer or the Site Manager for Insurance Certificates, Risk Assessments, Method Statements, Health &amp; Safety or Quality documentation or records must be sent by Recorded Delivery post for the attention of P&amp;J's Health &amp; Safety Manager to arrive at least 14 days prior to the commencement of work on site. If such requests are made at short notice, P&amp;J reserves the right to abort the planned installation dates and re-schedule for a later date in which event the Buyer will be liable for extra site attendance fees for each aborted day.</p>
<p><b>32. WELFARE FACILITIES &amp; FIRST AID</b> During site attendance by P&amp;J staff, the provision of toilets, washing facilities, an appointed person &amp; first aid supplies will be the responsibility of the Buyer. The Buyer will either allow P&amp;J staff to share facilities and provision made for the Buyer's own staff at the site, or the Buyer will make specific suitable arrangements for P&amp;J staff, unless otherwise specified in the quotation.</p>
<p><b>33. ASBESTOS</b> All sites that P&amp;J staff and or sub-contractors attend to undertake survey, installation, testing, maintenance or service work must have undergone an Asbestos Survey compliant with MDHS 100 and the Control of Asbestos at Work Act 2006. All building work undertaken by others to prepare the site for P&amp;J staff to attend must only be undertaken after reference to the Asbestos Materials Register and must be undertaken in accordance with the relevant control measures specified in the Asbestos Materials Register and the Asbestos Survey. The Asbestos Materials Register [The AMR] must be readily available to our staff on request. The Buyer is required to draw to P&amp;J's notice in writing prior to quotation the presence of asbestos containing materials and the relevant control measures in force to manage the material to minimise the risk of fibre release. Our quotation is based upon the assumption that all materials which P&amp;J need to fix to or cut do not contain asbestos. An extra charge for any additional labour materials and equipment required to comply with the asbestos control measures will be added to the contract price. If suspected asbestos containing material [ACM] is noted during P&amp;J's site attendance and special control measures are not already in place, work will cease whilst the Buyer produces the Asbestos Materials Register to check if the suspected ACM has been sampled and identified as ACM, identified as not ACM or was excluded from the survey. If asbestos was identified or the material was not included in the survey, P&amp;J will withdraw from site until control measures are in place. The Buyer will be charged an additional fee for all time delays whilst the AMR is located and a decision made about work continuing. If P&amp;J withdraw from site the Buyer will be liable for extra site attendance fees for each aborted day that P&amp;J was scheduled to be on site.</p>
<p><b>34. PAYMENT - SUPPLY ONLY</b> Unless otherwise stated in the quotation or acknowledgement of order, P&amp;J's payment terms for the supply of goods are payment with order unless [a] the buyer has completed a P&amp;J sales ledger account application form AND [b] P&amp;J has issued the buyer with a sales ledger account open letter stating an agreed credit period and an agreed credit limit AND [c] there is sufficient available credit within the agreed limit to cover the total value of the order &amp; the account has been operated within the agreed terms. Invoices for Supply Only of goods are dated the date of dispatch.</p>
<p><b>35. PAYMENT - INSTALLATION</b> Unless otherwise stated in the quotation and acknowledgement of order, P&amp;J's payment terms for installations are 30% deposit, 60% due 7 days before the agreed delivery date or within 7 days of notification of availability to deliver with the 10% balance due on completion of the mechanical installation or within 7 days of notification of availability to attend site for completion of mechanical installation. If the payment terms are 'on completion' or 'on delivery' the agreed credit period for the purposes of the late payment of debt legislation is 1 day from the date of the invoice. Invoices for installations are dated the date of delivery to site or 7 days after notification of availability to deliver. If a payment due on delivery is not given to the installation engineers on arrival, they will withdraw from site. Extra site attendance fees will be charged for each day that they were scheduled to be on site and the contract value will be increased accordingly. No Tax deduction may be made from payments to P&amp;J.</p>
<p><b>36. CIS CONSTRUCTION INDUSTRY TAX SCHEME</b> P&amp;J are registered under the CIS scheme, UTR 85790 89757 and qualify for payment without deduction of tax. P&amp;J's CIS status can be verified with HMRC by telephoning 0845 366 7899 or at <a href="http://www.hmrc.gov.uk/new-cis">www.hmrc.gov.uk/new-cis</a>.</p>
<p><b>37. PAYMENT BY CREDIT OR DEBIT CARDS</b> If the buyer makes any payment by credit or debit card P&amp;J will make an additional charge to cover bank processing costs. Personal MasterCard Credit Cards 1.76%, Personal Visa Credit Cards 1.44%, Commercial Purchasing Cards 2.38%, Company/Business Credit Cards 2.38% Visa Delta Cards No Charge. Switch Cards No Charge.</p>
<p><b>38. LATE PAYMENT</b> A payment is considered late if it is received after the last day of the agreed credit period.</p>
<p><b>39. LATE PAYMENT OF COMMERCIAL DEBTS REGULATIONS 2002</b> P&amp;J understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms. All overdue accounts are subject to 8% interest plus the current Bank of England base rate; the interest being calculated on the number of days that the payment is overdue. P&amp;J will levy minimum debt recovery charges for each overdue invoice at the following rate: £40.00 for each invoice up to £999.99, £70 for each invoice between £1000.00 and £9,999.99, and £100.00 for each invoice over £10,000.00. Debt recovery charges are made in addition to the interest due on overdue accounts. In the event that P&amp;J refers the debt for legal action P&amp;J shall be entitled to recover the full costs of litigation and the full cost of debt recovery which may exceed the amounts stated as minimum debt recovery charges.</p>
<p><b>40. UNPAID CHEQUES</b> If any form of payment made by the Buyer is not honoured, P&amp;J will charge £50 for each occasion when a payment is declined or referred for representation or referred to drawer.</p>
<p><b>41. OVERPAYMENT</b> If an overpayment is made to P&amp;J, a refund will be authorised by BACS to the originating bank account after checks to comply with P&amp;J's audit procedures and the money laundering regulations which require a written refund request within 24 months of the date of overpayment. An administration charge of 10%, subject to a minimum fee of £30, will be deducted.</p>
<p><b>42. EXCLUSION OF WARRANTIES ETC</b> No warranty condition description or representation on the part of P&amp;J is given or implied, nor is any warranty condition, description or representation to be taken to have been given or implied from anything said or written in the negotiations between the parties or their representatives prior to acceptance of these Terms. The only Warranty applicable is that detailed in these terms and conditions. Any statutory or other warranty, condition or description expressed or implied as the state quality or fitness of P&amp;J's products subject to these Terms is hereby expressly excluded.</p>
<p><b>43. WARRANTY</b> All goods manufactured by P&amp;J and sold as new have warranties both as to material &amp; workmanship. P&amp;J will repair or replace, at its own cost, goods of its own manufacture which are or become faulty by reason only of the use of defective materials and/or the use of defective workmanship within twelve months of the date of supply, provided that P&amp;J is informed of such defects immediately. This Warranty is subject to the Buyer complying with the conditions detailed in these terms of sale concerning electrical equipment, electrical installation, replacement components, maintenance records, LEV Commissioning and LEV Thorough Examination and Testing. No warranty applies until the Buyer has made payment in full.</p>
<p><b>44. SECOND HAND GOODS</b> supplied by P&amp;J have warranties. The terms of the Warranty are as for goods manufactured by P&amp;J except that the period of Warranty is 3 months unless a different period is specified in the quotation.</p>
<p><b>45. EXTRACTION PERFORMANCE</b> P&amp;J guarantee that the LEV will control exposure by inhalation of the specified hazardous substance to below the WEL Work Place Exposure Limit value specified in the time of quotation. This guarantee only applies when a new P&amp;J extraction unit [LEV] is installed by P&amp;J together with ductwork &amp; extraction hoods designed manufactured and installed by P&amp;J, and is used at the specified location with the production machinery/sources of contaminant specified in the quotation. The installation must have a Commissioning Thorough Examination and Test (TExT) carried out by P&amp;J. No other specific performance warranty is given or implied. No air volumes, velocity pressures or velocities are guaranteed. Any fan volumes, system volumes and/or pressures stated in the quotation are maximum potential measured at the fan before pressure losses. If control to below the WEL is not achieved, P&amp;J will modify the system specification and installation to achieve control.</p> <p>If extraction hoods or machinery extraction ports are supplied by others, or we re-use existing equipment, P&amp;J give no guarantee of effective control to below the WEL being achieved. However, if a manufacturer's specified velocity/extraction rate for such connections is provided to P&amp;J and detailed in the quotation,</p>

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	<p>P&amp;J will provide the stated velocity at the P&amp;J duct outlet serving the connection. The Buyer should note that suppliers of hoods and machinery equipped with extraction ports often fail to comply with their duty under the Machinery Directive to design the machinery with effective means to facilitate the removal of dust and fumes. Consequently the Buyer's machinery may have extraction ports of the wrong size or in the wrong position and or ineffective hoods. It is not practical to identify ineffective hoods / extraction ports until a Thorough Examination and Test (TeXT) has been carried out: ineffective hoods/extraction points cannot be identified at the time of quotation or installation. All re-used / existing extraction hoods and extraction points will be subject to thorough testing during the LEV Commissioning process so that any deficiencies in effectiveness are reported on and any chargeable remedial work needed is identified</p>
46.	<p><b>WARRANTY ON EXISTING SYSTEMS</b> Where P&amp;J are modifying and or extending an existing extraction unit, LEV, and/or duct system, there is no warranty explicit or implied that the modified system will provide efficient extraction or that it will be capable of the re-designed duty and or application.</p>
47.	<p><b>WASTE RECEPTACLE VOLUMES</b> Waste receptacle volumes/capacities are approximate total volumes. The maximum practicable usable capacity will vary according to waste type (density/weight), the emptying method used, the requirements for bag sealing, and manual handling considerations.</p>
48.	<p><b>WASTE COLLECTION RECEPTACLE FILLING</b> It is not possible to guarantee the even distribution of waste into the waste collection receptacles where there are multiple receptacles in a unit.</p>
49.	<p><b>ELECTRICAL EQUIPMENT</b> Electrical equipment supplied by P&amp;J for installation by others must be installed with materials that comply to these specifications:</p> <ul style="list-style-type: none"> <li>[a] All electrical equipment must comply with the requirements of EN 60204-1:199.</li> <li>[b] Emergency stopping and or electrical interlocking must be hard wired and comply with EN 954-1:1996 Safety of machinery - Safety related parts of control systems - Part 1: General principles for design.</li> <li>[c] Control switches with positive opening operation used as mechanically actuated position detectors for interlocking of guards and for relays used in auxiliary circuits must comply with EN 60947-5-1:2004 (Section 3).</li> <li>[d] Electromechanical contactors and motor starters used in main circuits must comply with EN 60947-4-1:2001.</li> <li>[e] Rubber insulated cables must comply with HD 22.1 S4:2002, Cables of rated voltages up to and including 450/750 V and having cross-linked insulation - Part 1: General requirements.</li> <li>[f] Polyvinyl chloride cable must comply with HD 22.1 S4:2002, Cables of rated voltages up to and including 450/750 V and having cross-linked insulation - Part 1: General requirements and these cables must be additionally protected against mechanical damage by positioning (e.g. inside frames).</li> </ul>
50.	<p><b>ELECTRICAL INSTALLATION IN THE UNITED KINGDOM</b> It is a condition of the warranty that all electrical installation work must be carried out by an NICEIC registered contractor in accordance with the 17th Edition of the IEE Regulations and BS7671:2008 or such later British Standard or IEE edition as is current at the time of installation AND IEE certification must be issued &amp; IEE test procedures carried out at all stages of the installation process. The IEE certificate must be forwarded to P&amp;J in the event of a warranty claim.</p>
51.	<p><b>ELECTRICAL INSTALLATION IN EIRE</b> All electrical installation work must be carried out by an RECI [Registration of Electrical Contractors] registered contractor in accordance with the NREI [WR] [National Rules for Electrical Installation [Wiring Rules]] Regulations as drawn up by the Electro - Technical Council of Ireland, AND NREI [WR] certification should be issued &amp; NREI [WR] test procedures carried out at all stages of the installation process.</p>
52.	<p><b>ELECTRICAL INSTALLATION IN COUNTRIES OTHER THAN THE UNITED KINGDOM OR EIRE</b> It is a condition of the warranty that all electrical installation work must be carried out by a registered contractor in accordance with the applicable national rules for electrical installation AND applicable certification must be issued &amp; test procedures must be carried out at all stages of the installation process as defined by the applicable national rules for electrical installation.</p>
53.	<p><b>REPLACEMENT COMPONENTS</b> It is a condition of the warranty that all replacement components and/or consumable items i.e. filters, waste bags, hose, ductwork etc must be supplied by P&amp;J during the warranty and any extended warranty period.</p>
54.	<p><b>MAINTENANCE RECORDS</b> It is a condition of the warranty that the equipment must be maintained, checked &amp; serviced in accordance with the Operating &amp; Maintenance Manual. The P&amp;J LEV Maintenance Log book must be duly completed recording the regular checks undertaken to comply with the user's duties under the COSHH regulations during the warranty and any extended warranty period.</p>
55.	<p><b>LEV COMMISSIONING &amp; LEV THOROUGH EXAMINATION &amp; TEST/COSHH ASSESSMENTS</b> All extraction equipment must be subject to Commissioning and Thorough Examination and Test (TeXT) at specified intervals to comply with Regulation 9 of the COSHH Regulations. The LEV Commissioning must be carried out shortly after installation and then Thorough Examination and Tests must be carried out at least every 12 months (a shorter interval applies for some processes). It is a condition of the warranty that Commissioning is carried out by P&amp;J, and that during the warranty and any extended warranty period the TeXT must be carried out by P&amp;J.</p>
56.	<p><b>EXTENDED WARRANTY</b> Where the equipment is located in the UK the Warranty applicable to the electric motor and the LEV system will be extended to 36 months from date of supply provided that P&amp;J is informed of any defects immediately they arise. This extended Warranty does not apply to consumable items such as waste collection bags, filters, dust seals, flexible hose. The extended warranty is conditional upon the Buyer complying with the clauses relating to Electrical Installation, LEV Commissioning, LEV Thorough Examination and Test, Replacement Components &amp; Maintenance Records.</p>
57.	<p><b>IDENTIFICATION MARKING</b> All plates, logos, and other identifying marks on the supplied equipment must not be obliterated, covered or altered unless written permission has been obtained from P&amp;J.</p>
58.	<p><b>WORK ON EXISTING SYSTEM</b> If work involves an existing system, the Buyer is responsible for ensuring that all existing waste build has been cleaned away. If this has not been done prior to the arrival of P&amp;J's operatives they will clear out accumulated waste, bag it up and request instructions for where to leave it for disposal. This extra labour will be charged at the Engineer Delay Rate. If the system is to be relocated, the Buyer must arrange for the following items of work to be completed before the arrival on site of P&amp;J's operatives: The starter and/or control panel must be disconnected from the mains electrical supply. Dismantling, transportation to the new location within the existing site or to a new site, any scaffolding access equipment or craneage required and re erection of the existing system in the new position are all excluded unless specified otherwise in the quotation.</p>
59.	<p><b>INSTALLING IN ABSENCE OF PLANT TO BE EXTRACTED FROM</b> P&amp;J may be prepared to undertake installation of duct work etc. in finished rooms in the absence of the woodworking machinery. P&amp;J need to receive a final layout drawing illustrating the final positions of each machine at least 3 weeks prior to the proposed installation date. P&amp;J will then manufacture and install the ducting to suit this machine layout but will obviously be unable to make final connections to the machines. This will require a further site visit which will be charged at the Extra Site Attendance Fee for each visit, plus travel and accommodation expenses where appropriate. If, on return to site, P&amp;J incur extra costs because the machinery to be extracted from has been located in a different position from that shown on the machine layout drawing supplied to us, additional charges will be raised to cover the costs of the extra materials required to finish the job and a further extra site attendance fee if another return visit to site is deemed appropriate by P&amp;J. Payment of the full amount of the installation cost will be due at the time of completion of the first stage of the installation. Charges for the return trip to make final connections will be raised and due for payment at the time of the return trip.</p>
60.	<p><b>INSTALLATION WORKFORCE</b> The quotation is based upon the number of P&amp;J employees attending site to undertake the work as follows: Installation of Extraction system – 2 Employees unless stated otherwise in the quotation, Installing Filters – 1 employee, Other Repairs – 1 Employee. Some components may be too heavy or bulky for the stated number of operatives to lift and locate in the correct position. In these instances, the Buyer is required to provide unskilled manual assistance under the supervision of the Seller's nominated operative. If the Buyer is unable to provide manual assistance, the installation will have to be postponed. In this case, extra site attendance fee charges will apply.</p>
61.	<p><b>INSTALLATION OF FILTERS</b> is quoted on the basis that one operative will attend site to undertake the work. Some models have filters which are too heavy for one man to lift unaided. In these instances the buyer is required to provide unskilled manual assistance to help lift the old filter[s] out and lift in the new filter[s] under the guidance of P&amp;J's operative. If the Buyer is unable, or unwilling, to provide manual assistance, the installation of the filters will have to be postponed and extra site attendance fee charges will apply. The installation will be re-scheduled for 2 men to attend site and an extra charge will be raised for the additional labour cost for both hours on site and travelling time. If the Buyer has requested a quotation based on no manual assistance being available, the quotation will state that the installation has been costed for 2 operatives to attend site. The dirty filters will be wrapped in polythene and left on site for later disposal by the Buyer. P&amp;J can, at extra cost, remove the dirty filters from site and dispose of them at a licensed waste disposal facility. In this case, the contract value will be increased by hazardous waste transportation and disposal costs.</p>
62.	<p><b>SUB-CONTRACTORS</b> Although P&amp;J does not usually employ sub-contractors, P&amp;J reserves the right to sub-contract the fulfilment of the order.</p>
63.	<p><b>NAMEBOARD DISPLAY</b> P&amp;J reserve the right to display temporary name boards on site for the duration of any installation works.</p>
64.	<p><b>SERVICE CALLS</b> It is not possible to estimate the cost of service work because of the difficulty of defining what work must be undertaken and what parts may be required. Work is carried out on the basis that P&amp;J cannot guarantee to rectify a problem. Accurate information must be provided by the buyer to P&amp;J in respect of the identification of the served machines together with the symptoms of the malfunction, the hazardous substance[s] concerned and the processes controlled by the extraction system. The buyer must specify if an Electrically Experienced Service Engineer is required or an LEV Engineer. The identity and any changes to the extraction system specifications must be advised to P&amp;J at the time of requesting a service call. Any parts supplied cannot be returned for credit unless agreed in writing by P&amp;J's Service Co-ordinator. If accepted, the parts will be subjected to a re-stocking charge. Any packing &amp; transport charges will not be credited. A Client Representative must be on site during the service engineer's attendance to sign confirming the parts that have been supplied, that the work has been carried out satisfactorily and within the number of hours specified on the service engineers report. Hours charged-for are the complete and part hours spent on site and travelling from our works or the engineer's previous place of work to site, plus expenses.</p>
65.	<p><b>POSTPONEMENT OF INSTALLATION DATE</b> All installation dates are agreed in writing. If an Installation date is changed by the Buyer, P&amp;J require immediate telephone confirmation and written notice prior to the installation date. The length of notice of postponement required varies according to the number of days P&amp;J would have been on site. Where P&amp;J are scheduled to be on site from 1 to 5 days at least 14 days notice is required. Where P&amp;J are scheduled to be on site for 6 + days at least 21 days notice is required. Failure to give the required length of notice will mean that P&amp;J will be unable to re-schedule other work for the cancelled days. P&amp;J will charge an extra site attendance fee for each cancelled day. If an agreed installation date is postponed by the Buyer on 3 occasions, P&amp;J may opt to deem the contract cancelled and apply the appropriate cancellation charges. If an installation date is offered to the Buyer on 3 occasions and not accepted, P&amp;J may opt to deem the contract cancelled and apply the appropriate cancellation charges.</p>
66.	<p><b>PLANT OPERATIONS DURING TEST AND/OR SAMPLING</b> The Buyer must provide an authorised competent operative to operate the typical process with the usual materials and all machinery to be tested including the source, process equipment and the LEV must be available for use throughout the course of the</p>

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<p>visit, with any halts and interruptions to operations that the engineer may request permitted so that readings representative of normal processing conditions can be safely obtained by the LEV Inspector. If this is not done, the Inspector will be unable to record all of the relevant information and may be unable to proceed. In this case an aborted test fee together with an aborted sampling fee, where applicable, will be charged. If only partial data has been recorded, the Buyer has the option of accepting the report with partial data only; or a re-test will be scheduled and charged for. If a re-test is needed to obtain more data a re-test fee will be charged. LEV Commissioning, Inspection, Testing &amp; Air Clearance checks may involve smoke generation which can activate the Buyers fire detection/alarm systems. The Buyer is responsible for making all necessary arrangements to manage the potential for false alarms and permit the smoke test to proceed. If the fire detection/alarm system is disabled during smoke testing, the Buyer is responsible for: disabling the system; arranging for equivalent safeguards to be in place while the system is disabled; communicating the alternative arrangements to applicable personnel; and, reactivating any disabled systems after testing has been completed. Any damage resulting from the disabling of the fire detection/alarm system shall be the responsibility of the Buyer.</p>
<p><b>67. DELAYED OR ABORTED LEV INSPECTION (TEXT) or LEV COMMISSIONING or SAMPLING</b> Aborted charges will be made if the test engineer arrives on site within the time frame agreed and is unable to complete the agreed work because of any of the following: the electrical installation has not been completed; the Buyer is not able to run the typical process with the usual materials and an authorised competent machine operator; safe access to all parts of the LEV or the source extracted from or the controls is not possible continuously throughout the duration of the test period; P&amp;J's equipment has been mis-used, tampered with or damaged. The fee for an aborted LEV Inspection is 100% of the agreed test fee and 75% of the agreed personal sampling fee, where applicable. The test and any personal sampling applicable to the contract will be re-scheduled for an alternative date and charged again at the agreed fee. If access by our engineer to the area to be tested may be delayed by your security, induction or admittance procedures this must be disclosed to us. If our engineer is delayed by more than 20 minutes and our quotation does not specify that you have notified us of this possibility an additional charge will be made at the current Engineer Delay Rate.</p>
<p><b>68. POSTPONEMENT OF LEV TEST AND/OR SAMPLING DATE</b> If the agreed date is to be changed by the Buyer P&amp;J require immediate telephone confirmation and written notice prior to the test and/or personal sampling date. If a UK mainland test and/or personal sampling is postponed more than 14 days before the agreed test and/or personal sampling date there will be no charge for re scheduling the test and/or personal sampling date. If less than 14 days notice is given P&amp;J may make a postponement charge of 50% of the agreed test and/or personal sampling fee. If an offshore test and/or personal sampling is postponed at any time after a date has been agreed, P&amp;J reserve the right to charge the Buyer for any ferry/airfare/accommodation booking cancellation fees incurred in respect of the postponement, this being in addition to a postponement charge of 50% of the agreed test and/or personal sampling fee. If a test and/or sampling are postponed by the Buyer on 3 occasions, P&amp;J may opt to deem the contract cancelled and apply the appropriate cancellation charges. The total contract price will be increased to reflect these changes.</p>
<p><b>69. LEV TESTING (TEXT) ON PLANT IN SERVICE</b> LEV Testing involves working with a system that has been in use collecting waste. As part of the routine maintenance that the Buyer performs daily this accumulated waste should have been removed. The Buyer is responsible for ensuring that all waste build up has been cleaned away. If this has not been done by the Buyer prior to arrival of our engineer, he will clear out accumulated waste, bag it up and request instructions for where to leave it for disposal. Extra charges will be added to the contract price to cover this additional work at the Engineer Delay rate.</p>
<p><b>70. LEV TEST AND/OR SAMPLING REPORTS</b> The LEV Test Report findings are discussed with the client's representative during the test visit. A final report is issued from the office later. One copy of the Final Report[s] will be sent by Recorded Delivery Post to the person specified on the Order. All reports are confidential and the Buyer is not permitted to disclose report[s] to third parties other than the Health &amp; Safety Executive without the specific written consent of P&amp;J. Invoices for LEV Test and or Personal Sampling Reports are dated the day the test/sampling is undertaken. Extra copies of LEV reports requested will be charged at the current duplicate report/manual fee.</p>
<p><b>71. LIABILITY</b> Whilst every reasonable care will be taken, P&amp;J is exempted from all liability for any damage, however caused, whether by negligence or otherwise on the part of its workmen, employees, contractors or sub-contractors engaged on the Buyers premises or elsewhere. P&amp;J shall not be liable for any loss or consequential losses or damage which the Buyer may suffer as the result of P&amp;J's negligence, breach of contract or otherwise.</p>
<p><b>72. SET-OFF</b> The Buyer's right of set-off is expressly excluded. The Buyer is not permitted to make deductions or withhold sums for defective works, non-performance or liquidated damages. P&amp;J maintains appropriate insurance cover. Any claims must be fully documented and promptly submitted to the insurer.</p>
<p><b>73. TITLE</b> Notwithstanding any agreed terms for payment, all goods supplied, whether or not in the custody of the Buyer, whether or not incorporated into the Buyers products &amp; whether or not fixed to land of any description, shall remain P&amp;J's property until all monies owing by the Buyer to P&amp;J has been paid in full &amp; title to such any goods or materials shall not pass to the Buyer or any other person until such payment has been received by P&amp;J. The Buyer irrevocably consents to P&amp;J or P&amp;J's agent entering the Buyer's property or premises for the purpose of enforcing P&amp;J's retention of title &amp; removing the goods. Where goods or materials supplied by P&amp;J have been thereafter passed to a third party or incorporated into the products of the Buyer all monies received by the Buyer in respect of such goods or materials shall be held by the Buyer in a separate Bank Account in trust for P&amp;J. Where goods or materials supplied by P&amp;J have thereafter passed to a third party, the Buyer irrevocably consents to P&amp;J or P&amp;J's agent entering the third parties property or premises for the purpose of enforcing P&amp;J's retention of title &amp; removing the goods. Any consent required from the third party is deemed to have been granted to both P&amp;J &amp; the Buyer by the third party as a condition of the contract between the Buyer &amp; the third party.</p>
<p><b>74. COPYRIGHT</b> The copyrights of all designs and any other item which is capable of being the subject of copyright belongs exclusively to P&amp;J.</p>
<p><b>75. INTELLECTUAL PROPERTY RIGHTS.</b> The intellectual property rights arising from execution of this order belong exclusively to P&amp;J.</p>
<p><b>76. IMAGES</b> P&amp;J reserve the right to take photographs and/or digital images of installations and equipment supplied, being inspected or tested, without seeking further authorisation from the Buyer. Individuals will not be featured in these images without specific prior consent. Images of children and/or vulnerable persons will be avoided where possible. Images will be used solely for quality control, reporting and/or installation/Inspection record purposes. Images will not be published or used for marketing purposes without the written consent of the Buyer.</p>
<p><b>77. CANCELLATION</b> Once orders have been placed &amp; accepted, the Buyer shall not be at liberty to cancel such Orders except with P&amp;J's written consent &amp; upon such terms as P&amp;J may see fit to impose to indemnify P&amp;J against all loss, including loss of profit. Goods that have been correctly supplied and are standard stock items may in some circumstances be allowed to be returned for partial credit but only by agreement with P&amp;J before the goods are returned. A restocking fee of 25% is charged and all carriage costs must be borne by the Buyer. Returned goods must be in saleable condition and original packaging.</p>
<p><b>78. CANCELLATION OF INSTALLATION</b> Charges for installation cancellation; within 28 days of scheduled installation date 100%, after P&amp;J order acknowledgement issued but more than 28 days from scheduled installation date or where no installation date scheduled yet 50%.</p>
<p><b>79. CANCELLATION OF LEV TESTS &amp; SAMPLING</b> If a test and/or sampling order is cancelled after P&amp;J have acknowledged the order but before a test and/or personal sampling date has been confirmed or more than 14 days before the agreed test and/or sampling date, the cancellation charge will be 50% of the agreed test and/or sampling fee. If a test and/or sampling order is cancelled within 14 days of the agreed test and/or sampling date, the cancellation charge will be 100% of the agreed test and/or sampling fee. The total contract price will be increased to reflect these changes.</p>
<p><b>80. DUPLICATE REPORT/MANUAL FEE</b> £55.55 -10% if paid within 30 days = £50 + V.A.T. per copy by Recorded Delivery to one address.</p>
<p><b>81. EXTRA SITE ATTENDANCE FEES</b> Are charged at £999.99 – 10% if paid within 30 days of invoice date = £900 + V.A.T. per day per team of two men scheduled to attend site, plus travel &amp; accommodation expenses where appropriate. The total contract price will be increased to reflect these extra charges.</p>
<p><b>82. ENGINEER DELAY RATE</b> @ £66.66 per hour – 10% if paid within 30 days = £60 + V.A.T. per man on site.</p>
<p><b>83. RE-TEST FEES FOR LEV TESTS &amp; SAMPLING</b> Re-test fees for LEV Tests are 50% of the agreed fee, for Personal Sampling 75% of the agreed fee.</p>
<p><b>84. DATA PROTECTION ACT</b> P&amp;J is a Data Controller, registration number Z9973258. Data about Data Subjects, including potential and existing clients and suppliers is processed by P&amp;J in connection with business activities including passing of data to P&amp;J's business partners who are also registered Data Controllers including P&amp;J's credit insurer. Data relating to the Data Subject will be processed by the Data Controllers and will be held securely in confidence and processed for the purpose of carrying out the business of the Data Controllers and associated activities such as insurance, risk assessment and other related activities. The Data Controller may consult with and disclose the Data Subject's data to third parties such as insurers, credit insurers, credit reference agencies and other carefully selected parties ('Third Parties') who may process the Data also as Data Controllers for the purpose of carrying out the Activities for any business applications made directly or indirectly to the Data Controllers by the Data Subject now or in the future. The Data Controllers may also receive Data on the Data Subject from Third Parties. The Data will be processed both within and outside the European Economic Area. The Data Controllers may contact the Data Subject regarding details of other products and services in writing electronically or by phone. If the Data Subject does not wish to receive such details please tick this box [ ] and return to the Data Controller whose contact details are set out in this document. The Data Subject can also write to the Data Controller if they do not have a contractual relationship with the Data Controllers and are objecting to the processing as set out in this notice, if the Data Subject requires access to their Data held by the Data Controller or the Data subject requires details of any third party data controllers who also process the Data Subjects Data.</p>
<p><b>85. COMPLAINTS PROCEDURE</b> P&amp;J operate a formal complaints procedure. If the Buyer is not satisfied with any aspect of the products or service received from P&amp;J they must write by Recorded Delivery to the Customer Care Manager at P&amp;J's head office with details. P&amp;J will respond promptly in writing advising of the contact details of the person who is investigating the matter and how it will be dealt with. Effort will be made to resolve the matter amicably. If the dispute cannot be resolved, P&amp;J may decide to refer the matter for Conciliation. If P&amp;J decide that the dispute cannot be resolved by Conciliation it may be referred by P&amp;J to formal Arbitration by HVCA.</p>
<p><b>86. ARBITRATION</b> Any dispute between P&amp;J &amp; the Buyer must firstly be the subject of P&amp;J's complaints procedure and then the conciliation service offered by HVCA. Any dispute that has still not been resolved shall, unless P&amp;J objects, be referred to the HVCA who will appoint an arbitrator under the HVCA Arbitration scheme which was set up by the Institute of Arbitrators to provide an LEV and Ductwork Industry specialist arbitration scheme. The decision of the HVCA appointed arbitrator shall be binding on both parties &amp; this shall be a submission to arbitration within the Arbitration Act 1950 or any statutory modification thereof for the time being in force.</p>
<p><b>87.</b> If any term or provision of these Terms and Conditions of Sale is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from these terms, and such provision shall not affect the legality, enforceability, or validity of the remainder of these Terms. If any provision or part thereof of these terms is stricken in accordance with the provisions of this clause, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.</p>

