

FULL TERMS AND CONDITIONS OF SALE

supply, installation, commissioning and service

Cold room solution limited

Website: <http://www.coldroomsolution.co.uk>

Effective date: August 2026

1. Definitions and interpretation

In these Terms and Conditions:

"Company" means A Cold Room Solution Limited.

"Customer" means any person, company, partnership, organisation or entity purchasing Goods and/or Services from the Company.

"Goods" means all products supplied by the Company including but not limited to:

- Cold rooms
- Freezer rooms
- Refrigerated rooms
- PIR insulated panels
- Doors
- Refrigeration equipment
- Condensing units
- Evaporators
- Compressors
- Controllers
- Monoblock units
- Air conditioning equipment
- Electrical components
- Refrigerants
- Spare parts
- Accessories
- Bespoke manufactured items

"Services" means any services provided by the Company including:

- Site surveys
- Design services
- Technical advice
- Installation
- Commissioning
- Maintenance
- Repairs
- Servicing
- Refrigeration works

- Air conditioning works

"Contract" means any agreement between the Company and the Customer for the supply of Goods and/or Services incorporating these Terms and Conditions.

"Quotation" means the Company's written offer for Goods and/or Services.

"Bespoke Goods" means any Goods that are:

- Manufactured specifically for the Customer;
- Cut, modified or produced to Customer requirements;
- Specially ordered from a manufacturer or supplier;
- Not normally held in Company stock.

"Manufacturer" means the original manufacturer or supplier of the Goods.

"Site" means the location where Goods are delivered, installed, commissioned or serviced.

"Customer Equipment" means any existing equipment, systems, structures, electrical supplies, pipework, drainage, controls or other items owned by or controlled by the Customer.

"Authorised Representative" means a director of the Company or a person expressly authorised in writing by a director.

2. Application of these terms

2.1 All sales of Goods and Services supplied by the Company are subject exclusively to these Terms and Conditions.

By placing an order, accepting a quotation, making payment, accepting delivery or allowing installation to commence, the

Customer agrees to be legally bound by these Terms.

2.2 These Terms shall apply to the exclusion of any terms or conditions submitted by the Customer, whether contained within:

- Purchase orders;
- Emails;
- Supplier onboarding documents;
- Contracts;
- Websites;
- Any other documents.

Unless expressly accepted in writing by an Authorised Representative of the Company.

2.3 No employee, engineer, salesperson, contractor or agent of the Company has authority to alter these Terms unless confirmed in writing by an Authorised Representative.

2.4 The Company reserves the right to update these Terms from time to time. The applicable Terms shall be those in force at the date the Contract is formed.

3. Contract formation and acceptance

3.1 Quotations

Unless otherwise stated:

- Quotations are valid for 30 days from the quotation date;
- Quotations are subject to availability;
- Quotations may be withdrawn or amended before acceptance.

3.2 A Contract shall only come into existence when:

- a) The Company accepts the Customer's order in writing; or
- b) The Company receives payment; or
- c) The Company begins supply of Goods or Services.

3.3 The Company reserves the right to refuse any order without liability.

3.4 Once accepted by the Company, orders cannot be cancelled except with the Company's written agreement.

The Customer shall remain responsible for:

- Supplier charges;
- Manufacturing costs;
- Administration costs;
- Transport costs;
- Labour costs;
- Any other costs incurred by the Company.

3.5 Bespoke Goods and Special-Order Goods cannot be cancelled once:

- Ordered from the manufacturer;
- Manufacturing has commenced;
- Materials have been purchased;
- Production has started.

4. Technical advice, recommendations and design disclaimer

4.1 Any advice, recommendations, calculations or guidance provided by the Company, including:

- Refrigeration capacity calculations;
- Room temperature calculations;
- Equipment selection;
- Panel thickness recommendations;
- Compressor selection;
- Condenser selection;
- Evaporator selection;
- Layout recommendations;

are provided in good faith based on information supplied by the Customer.

4.2 The Company accepts no responsibility for incorrect recommendations, designs or equipment selection where:

- Information supplied by the Customer was inaccurate;
- Information was incomplete;
- Customer requirements changed;

- Actual operating conditions differ from information provided.

4.3 The Customer remains responsible for confirming that Goods and Services are suitable for their intended purpose unless the Company has expressly guaranteed suitability in writing.

4.4 The Company does not warrant that any Goods will achieve a particular performance, temperature or result unless specifically stated and agreed in writing.

5. Site surveys and site information

5.1 Any site survey carried out by the Company is undertaken solely for the purpose of preparing a quotation and obtaining information reasonably required for the proposed works.

5.2 Unless expressly agreed in writing, a site survey does not constitute:

- A structural survey;
- Electrical survey;
- Drainage survey;
- Building survey;
- Planning survey;
- Fire safety assessment;
- Health and safety assessment.

5.3 The Customer remains responsible for ensuring:

- The suitability of the Site;
- Required permissions;
- Access availability;
- Structural integrity;
- Electrical suitability;
- Drainage suitability;
- Compliance with regulations.

5.4 The Company shall not be responsible for hidden defects or conditions not reasonably visible during the survey.

Drawings, customer responsibilities, pricing, payment, delivery, storage and installation terms

6. Drawings, designs, calculations and technical documentation

6.1 Any drawings, layouts, CAD drawings, 3D renders, illustrations, sketches, dimensions, specifications, calculations or technical documents provided by the Company are provided for guidance purposes only unless expressly identified in writing as approved construction drawings.

6.2 The Customer is responsible for reviewing and approving:

- Dimensions;
- Room layout;
- Door positions;
- Access requirements;
- Equipment locations;
- Service routes;
- Ceiling heights;
- Building restrictions;
- Any other relevant details.

before manufacture, delivery or installation.

6.3 The Company shall not be responsible for errors, delays, additional costs or modifications arising from:

- Incorrect measurements supplied by the Customer;
- Changes requested after approval;
- Site conditions differing from information provided;
- Failure by the Customer to review drawings.

6.4 All drawings, designs, calculations, layouts and technical documents remain the intellectual property of A Cold Room Solution Limited.

- Copy;
- Reproduce;
- Modify;
- Share;
- Provide to competitors;
- Use for obtaining alternative quotations from third parties;

without prior written consent from the Company.

6.5 Where a customer decides not to proceed with the Company after receiving drawings or designs, the Company reserves the right to charge for design, survey and preparation costs incurred.

7. Planning permission, approvals and statutory requirements

7.1 The Customer is solely responsible for obtaining all necessary approvals before works commence, including but not limited to:

- Planning permission;
- Landlord approval;
- Building control approval;
- Fire authority approval;
- Environmental approvals;
- Listed building consent;
- Any other statutory permissions.

7.2 The Company shall not be responsible for delays, costs or losses arising from the Customer failing to obtain required permissions.

7.3

The Customer shall indemnify the Company against any costs, claims or losses arising from the absence of required approvals.

The Customer shall not:

8. Customer responsibilities

8.1 The Customer is responsible for ensuring that all information provided to the Company is:

- Accurate;
- Complete;
- Current;
- Sufficient for the Company to perform the Contract.

8.2 The Customer shall provide accurate information regarding:

- Required operating temperature;
- Product type;
- Product loading temperatures;
- Product quantity;
- Frequency of door opening;
- Ambient conditions;
- Room usage;
- Working environment;
- Any unusual operating requirements.

8.3 The Customer acknowledges that refrigeration performance depends on many external factors, including:

- Door opening frequency;
- Product loading;
- Ambient temperature;
- Humidity;
- Ventilation;
- Electrical supply;
- Maintenance;
- Correct operation.

8.4 The Company shall not be responsible where the Customer has failed to provide accurate information or where actual operating conditions differ from those provided.

9. Existing equipment, structures and services

9.1 Where the Company works with existing equipment, structures or services, including:

- Existing refrigeration systems;

- Existing pipework;
- Existing electrical systems;
- Existing cold rooms;
- Existing insulation;
- Existing drainage;
- Existing controls;

the Company accepts no responsibility for the condition, suitability or future performance of such items unless specifically included within the Contract.

9.2 The Company shall not be responsible for failures caused by existing equipment or systems outside the Company's scope of works.

10. Hidden services and site conditions

10.1 The Customer is responsible for identifying and notifying the Company of all hidden services before works commence, including:

- Gas pipes;
- Electrical cables;
- Water pipes;
- Drainage pipes;
- Data cables;
- Structural elements.

10.2 The Company accepts no liability for damage caused to unidentified hidden services where the Customer has failed to provide accurate information.

11. Pricing and price variations

11.1 Unless stated otherwise, all prices are exclusive of VAT.

VAT shall be charged at the prevailing rate.

11.2 The Company reserves the right to amend prices before delivery or completion where increases arise from factors outside the Company's control, including:

- Manufacturer price increases;

- Supplier increases;
- Material costs;
- Fuel costs;
- Transport costs;
- Exchange rate changes;
- Import duties;
- Government charges.

11.3 The Customer shall pay any additional costs arising from:

- Changes requested by the Customer;
- Incorrect information supplied;
- Additional works required;
- Delays caused by the Customer;
- Additional site requirements.

11.4 Errors or omissions in quotations, invoices, calculations or documentation may be corrected by the Company without liability.

12. Deposits and payment terms

12.1 Unless otherwise agreed in writing:

- Bespoke Goods;
- Special Order Goods;
- Manufacturing orders;
- Cold room projects;
- Installation projects;

require payment of a deposit before work commences.

12.2 Deposits are non-refundable where they have been used for:

- Ordering materials;
- Supplier commitments;
- Manufacturing;
- Design work;
- Administration;
- Project preparation.

12.3 The remaining balance shall become due according to the payment schedule stated in the quotation or invoice.

12.4 Time for payment shall be of the essence.

12.5 The Customer shall not withhold payment due to:

- Unrelated disputes;
- Delays outside the Company's control;
- Third-party issues;
- Minor defects which do not prevent operation.

13. Credit accounts and late payment

13.1 Credit facilities are only available where approved in writing by the Company.

13.2 The Company reserves the right to:

- Reduce credit limits;
- Withdraw credit facilities;
- Request advance payment;
- Suspend deliveries;
- Suspend services.

at any time.

13.3 Late payments shall entitle the Company to charge interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, currently at 8% above the Bank of England base rate unless otherwise agreed.

13.4 The Customer shall be responsible for all reasonable recovery costs including:

- Debt collection costs;
- Solicitors' fees;
- Court costs;
- Enforcement costs.

14. Delivery terms

14.1 Any delivery date provided by the Company is an estimate only unless expressly guaranteed in writing.

14.2 The Company shall not be liable for delays caused by:

- Manufacturers;
- Suppliers;

- Transport companies;
- Material shortages;
- Weather;
- Industrial disputes;
- Customer delays;
- Events outside the Company's reasonable control.

14.3 The Customer shall inspect Goods immediately upon delivery.

Any visible:

- Damage;
- Shortages;
- Incorrect items;

must be reported in writing within 24 hours of delivery with photographic evidence.

14.4 Failure to report issues within this period shall be deemed acceptance of the Goods.

15. Storage of goods

15.1 Where delivery or installation is delayed due to the Customer, the Company reserves the right to charge storage fees.

15.2 Storage charges shall apply where Goods are held due to:

- Site not ready;
- Customer delay;
- Access problems;
- Payment delays;
- Other contractors not completing works.

15.3 Goods must be stored:

- Flat;
- Dry;
- Protected from weather;
- Under suitable cover;
- In accordance with manufacturer recommendations.

15.4 The Company accepts no responsibility for damage caused by incorrect storage after delivery.

16. Installation requirements

16.1 Before installation begins, the Customer must ensure:

- Safe access;
- Suitable working area;
- Clear installation location;
- Adequate lighting;
- Electricity availability;
- Suitable parking/loading facilities;
- Safe working conditions.

16.2 The Company may suspend works where:

- The Site is unsafe;
- Access is restricted;
- The area is not prepared;
- Other contractors prevent progress.

Additional costs shall be payable by the Customer.

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Installation conditions, site requirements, commissioning, refrigeration performance, maintenance and warranty protection

17. Installation delays, additional works and site conditions

17.1 The Company shall use reasonable efforts to complete installation works within the estimated timescales provided.

However, any installation date or completion date provided by the Company is an estimate only and shall not constitute a contractual guarantee unless expressly agreed in writing.

17.2 The Company shall not be responsible for delays caused by:

- Customer;
- Customer employees;
- Builders;
- Electricians;
- Plumbers;
- Other contractors;
- Landlords;
- Building management;
- Lack of access;
- Site restrictions;
- Unavailable utilities;
- Weather conditions;
- Unsafe working conditions.

17.3 Where delays occur due to circumstances outside the Company's control, the Company reserves the right to charge additional costs including:

- Additional labour;
- Additional visits;
- Storage costs;
- Transport costs;
- Engineer attendance;
- Equipment hire;
- Administration costs.

18. Abortive visits, waiting time and engineer attendance

18.1 The Customer shall ensure that the Site is ready and accessible at the agreed appointment time.

18.2 The Company reserves the right to charge an abortive visit fee where an engineer or installer attends and is unable to proceed due to:

- No access;
- Customer absence;
- Incorrect keys/access arrangements;
- Site not prepared;
- No electrical supply;
- Other contractors preventing access;
- Unsafe conditions;
- Missing equipment or materials;
- Customer cancellation.

18.3 Where engineers or installers are required to wait due to circumstances outside the Company's control, waiting time charges may apply.

18.4 The Company is not responsible for delays caused by waiting for:

- Builders;
- Electricians;
- Plumbers;
- Other trades;
- Site management.

19. Access equipment, lifting and special requirements

19.1 Unless specifically included within the quotation, the Customer is responsible for providing and paying for any specialist access or lifting requirements.

19.2 This includes but is not limited to:

- Forklifts;
- Telehandlers;
- Cranes;
- Mobile lifting equipment;
- MEWPs;
- Scaffolding;
- Towers;
- Hoists;
- Banksmen;
- Road closures;
- Permits.

19.3 Where crane or lifting operations are required, the Customer is responsible for ensuring:

- Suitable access;
- Required permissions;
- Ground conditions;
- Traffic management;
- Safe lifting arrangements.

19.4 The Company shall not be responsible for delays or additional costs caused by inadequate lifting arrangements.

20. Electrical supply requirements

20.1 The Customer is responsible for providing a suitable electrical supply in accordance with manufacturer requirements.

20.2 The Company accepts no responsibility for damage, failure or poor performance caused by:

- Incorrect voltage;
- Incorrect phase supply;
- Phase imbalance;
- Voltage fluctuations;
- Power surges;
- Power cuts;
- Generator issues;
- Incorrect cable sizing;
- Poor earthing;

- Faulty electrical installation;
- Inadequate protection devices.

20.3 Electrical works must be carried out by appropriately qualified electricians unless expressly included within the Company's quotation.

21. Water supply and drainage requirements

21.1 Where equipment requires water supply or drainage, including but not limited to:

- Ice machines;
- Condensers;
- Humidification systems;
- Drain systems;

the Customer is responsible for ensuring:

- Correct water pressure;
- Suitable water quality;
- Appropriate filtration;
- Correct drainage;
- Compliance with manufacturer requirements.

21.2 The Company accepts no responsibility for failures caused by:

- Poor water quality;
- Blocked drainage;
- Incorrect installation by others;
- Inadequate drainage arrangements.

22. Commissioning conditions

22.1 Where commissioning is included, commissioning shall only be carried out once:

- Installation is complete;
- Correct electrical supply is available;
- Required services are connected;
- Access is available;
- Operating conditions are suitable.

22.2 The Company shall not be responsible for commissioning delays caused by:

- Customer delays;
- Other contractors;
- Missing services;
- Unsafe conditions.

22.3 Warranty periods shall only commence once the equipment has been correctly installed and commissioned where commissioning is required.

23. Refrigeration performance disclaimer

23.1 The Customer acknowledges that refrigeration performance depends on multiple factors outside the Company's control.

23.2 Unless specifically guaranteed in writing, the Company does not warrant that refrigeration equipment will achieve a particular temperature, cooling rate or performance level.

23.3 The Customer acknowledges that: Cold rooms are designed to maintain the required temperature of correctly conditioned products.

Cold rooms are not necessarily designed to rapidly cool or freeze warm products unless specifically designed and specified for that purpose.

23.4 Performance may be affected by:

- Excessive door opening;
- Incorrect loading;
- Hot product entering the room;
- Product quantity exceeding design assumptions;
- High humidity;
- Poor building conditions;
- Poor insulation outside supplied works;
- Incorrect operation;
- Lack of maintenance.

24. Condensation, humidity, frost and ice disclaimer

24.1 The Customer acknowledges that refrigeration environments naturally involve moisture, humidity and temperature differences.

24.2 The Company accepts no responsibility for:

- Condensation;
- Frost;
- Ice formation;
- Water droplets;
- Humidity issues;
- Moisture ingress;
- Ice build-up.

where caused by:

- Customer operation;
- Door usage;
- Product loading;
- Environmental conditions;
- Poor ventilation;
- Drainage issues;
- Lack of maintenance.

24.3 The Customer must operate the equipment in accordance with manufacturer instructions and maintain appropriate environmental conditions.

25. Refrigerant and gas responsibility

25.1 Refrigerant is a consumable operating substance and is not automatically covered under warranty.

25.2 The Company accepts no responsibility for refrigerant loss caused by:

- Accidental damage;
- Physical damage;
- Customer interference;
- Pipework damage;
- External causes;
- Poor maintenance;
- Third-party works.

25.3 Warranty does not include:

- Refrigerant recovery;
- Refrigerant recharge;
- Leak testing;
- Leak repairs;

unless the manufacturer confirms the issue is covered under warranty.

- Pharmaceuticals;
- Vaccines;
- Biological products.

27.3 The Customer remains responsible for maintaining suitable insurance cover for stored products and business interruption.

26. Maintenance requirements

26.1 The Customer is responsible for ensuring equipment is properly maintained.

26.2 Failure to maintain equipment may invalidate warranty.

26.3 Maintenance responsibilities include, where applicable:

- Cleaning condensers;
- Cleaning evaporators;
- Checking drains;
- Checking door seals;
- Maintaining filters;
- Checking operating conditions;
- Regular servicing.

26.4 The Company accepts no responsibility for failures caused by lack of maintenance.

27. Customer stored products and consequential product loss

27.1 The Company accepts no liability whatsoever for loss, damage or deterioration of products stored within refrigeration equipment.

27.2 This includes but is not limited to:

- Food products;
- Frozen goods;
- Meat;
- Fish;
- Dairy products;
- Flowers;
- Medicines;

WARRANTY, RETURNS, CANCELLATION, SERVICE TERMS, LIABILITY LIMITATIONS AND LEGAL PROVISIONS

28. Warranty terms

28.1 The Company warrants that Goods supplied shall, subject to these Terms and Conditions, be free from defects in materials and workmanship as confirmed by the relevant manufacturer or by the Company following inspection.

28.2 Warranty cover is provided only in accordance with:

- Manufacturer warranty terms;
- These Terms and Conditions;
- Correct installation;
- Correct commissioning;
- Correct operation;
- Proper maintenance.

28.3 Warranty shall only apply where:

- The Goods have been paid for in full;
- The Goods have been installed correctly;
- The Goods have been operated within manufacturer specifications;
- The Goods have not been modified without written approval.

28.4 The Company reserves the right to inspect, test and investigate any alleged defect before accepting any warranty claim.

28.5 The Company may require the Customer to provide:

- Equipment serial numbers;
- Invoice details;
- Installation information;
- Commissioning records;
- Maintenance records;
- Photographs;
- Videos;
- Engineer reports;

- Any other information reasonably required.

29. WARRANTY CLAIM PROCEDURE

29.1 All warranty claims must be submitted in writing as soon as reasonably possible after the issue is identified.

29.2 The Customer must provide sufficient information to allow the Company and/or manufacturer to investigate the claim.

29.3 The Company reserves the right to request:

- Inspection by Company engineers;
- Inspection by manufacturer representatives;
- Independent technical reports.

29.4 The Customer shall not remove, repair, modify or replace components without prior written approval from the Company where warranty investigation is required.

29.5 Unauthorised repairs or modifications may invalidate warranty.

30. Warranty exclusions

Warranty does not cover any defect, failure or damage arising from:

30.1 Installation Issues

Including:

- Incorrect installation;
- Installation by unauthorised persons;
- Incorrect commissioning;
- Poor pipework installation;
- Incorrect electrical connection;
- Incorrect drainage installation.

30.2 Customer Misuse

Including:

- Incorrect operation;
- Operation outside manufacturer instructions;
- Overloading;
- Excessive door opening;
- Incorrect product loading;
- Failure to follow operating instructions.

30.3 Environmental Conditions

Including:

- Excessive humidity;
- Poor ventilation;
- Extreme ambient conditions;
- Condensation;
- Frost;
- Ice formation;
- Water ingress.

30.4 Physical Damage

Including:

- Impact damage;
- Accidental damage;
- Damage caused by cleaning methods;
- Damage to evaporator fins;
- Bent aluminium fins;
- Damage caused by tools or objects;
- Customer interference.

30.5 Electrical Problems

Including:

- Power failure;
- Voltage issues;
- Incorrect supply;
- Electrical faults outside supplied works;
- Power surges.

30.6 Refrigeration Circuit Issues

Including:

- Refrigerant leaks caused by external factors;
- Pipe damage;
- Blockages;

- Contamination;
- Incorrect refrigerant charge;
- Damage caused after installation.

31. Warranty cost exclusions

Unless specifically agreed in writing, warranty does not include:

- Labour costs;
- Engineer attendance;
- Travel costs;
- Parking charges;
- Congestion charges;
- ULEZ charges;
- Toll charges;
- Accommodation costs;
- Refrigerant;
- Refrigerant recovery;
- Refrigerant recharge;
- Removal costs;
- Reinstallation costs;
- Access equipment;
- Crane costs;
- Loss of business.

32. Warranty investigation and invalid claims

32.1 Where a warranty investigation is carried out and the issue is found not to be covered under warranty; the Customer shall be responsible for all costs incurred.

32.2 This includes:

- Labour;
- Travel;
- Diagnosis;
- Parts;
- Parking;
- Transport;
- Specialist attendance.

32.3 Where replacement parts are supplied during investigation, the Company reserves the right

to invoice those parts until warranty approval has been confirmed.

32.4 If the manufacturer rejects a warranty claim, the Customer remains responsible for all related costs.

33. Returns

33.1 Goods cannot be returned without prior written approval from the Company.

33.2 Returned Goods will only be considered where:

- Approved in writing;
- Unused;
- In original packaging;
- Complete;
- Undamaged;
- Suitable for resale.

33.3 The Company reserves the right to apply a minimum 25% restocking and administration charge.

33.4 The Customer is responsible for:

- Return transport;
- Packaging;
- Insurance;
- Any damage during return.

33.5 The following cannot be returned:

- Bespoke Goods;
- Special order items;
- Manufactured-to-order products;
- Modified Goods;
- Used Goods.

34. Order cancellation

34.1 Orders cannot be cancelled after acceptance unless agreed in writing by the Company.

34.2 Where cancellation is accepted, the Customer shall pay all costs incurred including:

- Supplier charges;
- Manufacturing costs;
- Materials purchased;
- Design costs;
- Labour costs;
- Transport costs;
- Administration charges.

34.3 Deposits paid for bespoke projects are non-refundable where costs have already been committed.

35. Service and repair terms

35.1 Unless covered by a separate service agreement, engineer attendance times are estimates only and subject to availability.

35.2 The Company does not guarantee emergency attendance unless expressly agreed in writing.

35.3 Service charges may include:

- Call-out charges;
- Labour;
- Travel;
- Parking;
- Congestion charges;
- ULEZ charges;
- Tolls;
- Parts;
- Refrigerant;
- Additional works.

35.4 If a service visit identifies that the issue is caused by:

- Customer misuse;
- Lack of maintenance;
- Electrical supply;
- External factors;
- Third-party works;

the Customer shall be responsible for all charges.

36. Photographic and service records

36.1 The Company may take photographs or videos during:

- Site surveys;
- Installation;
- Commissioning;
- Service visits.

36.2 Such records may be used for:

- Technical records;
- Warranty investigations;
- Quality control;
- Training purposes.

36.3 The Company shall not publish identifiable customer information without permission.

37. Acceptance of installation

37.1 Installation shall be considered accepted where the Customer:

- Begins using the equipment;
- Stores products within the equipment;
- Operates the refrigeration system;
- Allows continued operation without written objection.

37.2 Minor cosmetic issues or items not affecting operation shall not prevent acceptance.

38. Limitation of liability

38.1 Nothing in these Terms excludes liability where such exclusion is prohibited by law.

38.2 Subject to applicable law, the Company shall not be liable for:

- Loss of profit;
- Loss of business;
- Loss of contracts;
- Loss of reputation;
- Loss of production;
- Business interruption;
- Customer claims;

- Penalties;
- Contractual damages;
- Loss of stored products;
- Food spoilage;
- Pharmaceutical losses;
- Consequential losses.

38.3 The Company's total liability arising from any Contract shall not exceed the value of the Goods or Services supplied under that Contract.

39. Force majeure

39.1 The Company shall not be liable for failure or delay caused by circumstances outside its reasonable control including:

- Supplier failure;
- Manufacturing delays;
- Shortages;
- Transport disruption;
- Strikes;
- Industrial action;
- Fire;
- Flood;
- Weather;
- War;
- Government restrictions;
- Pandemics;
- Acts of God.

40. Customer indemnity

40.1 The Customer shall indemnify the Company against losses, costs or claims arising from:

- Incorrect information supplied;
- Unsafe site conditions;
- Customer misuse;
- Unauthorised modifications;
- Third-party interference;
- Failure to obtain permissions.

41. Insolvency and termination

The Company may suspend or terminate a Contract immediately if the Customer:

- Becomes insolvent;
- Enters administration;
- Has a winding-up petition presented;
- Fails to make payment;
- Breaches these Terms.

42. Retention of title

42.1 Ownership of Goods shall remain with the Company until payment has been received in full.

42.2 Until ownership passes, the Customer shall:

- Store Goods separately;
- Keep Goods identifiable;
- Protect Goods;
- Maintain suitable insurance.

42.3 The Company reserves the right to enter premises to recover unpaid Goods.

43. Data protection

The Company will process Customer information in accordance with applicable UK data protection legislation.

Information may be used for:

- Order processing;
- Customer communication;
- Warranty management;
- Service records;
- Legal obligations.

44. General legal provisions

44.1 Entire Agreement

These Terms together with the quotation and written Contract form the entire agreement between the parties.

No verbal statement or discussion shall alter the Contract unless confirmed in writing.

44.2 Severance

If any provision is found invalid or unenforceable, the remaining provisions shall continue in full force.

44.3 Waiver

Failure by the Company to enforce any right does not constitute a waiver of that right.

44.4 Assignment and Subcontracting

The Company may:

- Assign rights;
- Use subcontractors;
- Appoint specialist contractors;
- Use manufacturers and suppliers.

44.5 Governing Law

These Terms are governed by the laws of England and Wales.

The courts of England and Wales shall have exclusive jurisdiction.

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