



Supplier Personnel: all employees, officers, staff, other workers, agents and consultants of the Supplier, its Affiliates and any of their sub-contractors who are engaged in the performance of the Services from time to time; and

VAT: means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Services.

1. Definitions and interpretation

1.1 In these Conditions the following definitions apply:

Affiliate: means any entity that directly or indirectly controls, is controlled by or is under common control with, another entity;

Bribery Laws: means the Bribery Act 2010, associated guidance published by the Secretary of State for Justice under the Bribery Act 2010 and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption and any similar or equivalent legislation in any other relevant jurisdiction;

Business Day: means a day other than a Saturday, Sunday or bank or public holiday;

Completion: when the Services have been completed by the Supplier and inspected by the Customer;

Conditions: means the Supplier's terms and conditions set out in this document;

Confidential Information: means, subject to any additional Non-Disclosure Agreement in place between the Supplier and the Customer, any commercial, financial or technical information, information relating to the Services, plans, know-how or trade secrets which is obviously confidential or has been identified as such, or which is developed by the Customer in performing its obligations under, or otherwise pursuant to the Contract;

Contract: means the agreement between the Supplier and the Customer for the sale and purchase of the Services, incorporating these Conditions and the Quote;

Controller: shall have the meaning given in applicable Data Protection Laws from time to time;

Customer: means the person who purchases the Services from the Supplier and whose details are set out in the Quote;

Data Protection Laws: means, as binding on either party or the Services:

- (a) the GDPR;
- (b) the Data Protection Act 2018;
- (c) any laws which implement any such laws; and
- (d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;

Data Subject: shall have the meaning in applicable Data Protection Laws from time to time;

Force Majeure: means an event or sequence of events beyond any party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster; war, riot or civil unrest; interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service; or material required for performance of the Contract; strike, lockout or boycott or other industrial action including strikes or other industrial disputes involving the Supplier's or its suppliers' workforce, but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay;

GDPR: means the General Data Protection Regulation, Regulation (EU) 2016/679;

Intellectual Property Rights: means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, domain names and all similar rights and, in each case:

- (a) whether registered or not
- (b) including any applications to protect or register such rights
- (c) including all renewals and extensions of such rights or applications
- (d) whether vested, contingent or future
- (e) to which the relevant party is or may be entitled, and
- (f) in whichever part of the world existing;

International Organisation: has the meaning given in the applicable Data Protection Laws from time to time;

Modern Slavery Policy: means the Supplier's anti-slavery and human trafficking policy in force and notified to the Customer from time to time;

Personal Data: has the meaning given in the applicable Data Protection Laws from time to time;

Personal Data Breach: has the meaning given in the applicable Data Protection Laws from time to time;

Price: has the meaning given in clause 3.3;

processing: has the meaning given to it in applicable Data Protection Laws from time to time (and related expressions, including process, processed, processing, and processes shall be construed accordingly);

Processor: has the meaning given to it in applicable Data Protection Laws from time to time;

Protected Data: means Personal Data received from or on behalf of the Customer in connection with the performance of the Supplier's obligations under the Contract;

Quote: the workscope and quotation sent to the Customer by the Supplier, incorporating these Conditions;

Services: save as otherwise agreed between the parties in writing, the scope of the Services shall be:

- (a) the Supplier's inspection of the Customer's plant to be repaired; and
- (b) the carrying out of the repair work on that plant by the Supplier, as detailed in the Quote.

Sub-Processor: means any agent, subcontractor or other third party (excluding its employees) engaged by the Supplier for carrying out any processing activities on behalf of the Customer in respect of the Protected Data;

Supplier: means Airtec Filtration Ltd Manor Street, St Helens, Merseyside WA93AX with registered number 03365050 VAT No.GB232648173

1.2 In these Conditions, unless the context otherwise requires:

- 1.2.1 a reference to the Contract includes these Conditions, the Quote, and their respective schedules, appendices and annexes (if any);
- 1.2.2 any clause, schedule or other headings in these Conditions are included for convenience only and shall have no effect on the interpretation of these Conditions;
- 1.2.3 a reference to a 'party' means either the Supplier or the Customer and includes that party's personal representatives, successors and permitted assigns;
- 1.2.4 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- 1.2.5 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
- 1.2.6 a reference to a gender includes each other gender;
- 1.2.7 words in the singular include the plural and vice versa;
- 1.2.8 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.2.9 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form;
- 1.2.10 without prejudice to the provisions of clause 16, a reference to legislation is a reference to that legislation as in amended, extended, re-enacted or consolidated from time to time; and
- 1.2.11 a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.

2. Application of these Conditions

2.1 These Conditions apply to and form part of the Contract between the Supplier and the Customer when the Supplier has sent the Customer confirmation in writing in the form of the Quote. They supersede any previously issued terms and conditions of purchase or supply.

2.2 No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that the Supplier otherwise agrees in writing.

2.3 No variation of these Conditions or the Quote or the Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of the Supplier.

2.4 Marketing and other promotional material relating to the Services are illustrative only and do not form part of the Contract.

3. Price

3.1 In circumstances where the Services are not able to be Completed by the Supplier for reasons outside of the Supplier's control, including (but not limited to):

- 3.1.1 where the Customer complains of a defect which was not present during the inspection carried out by the Supplier; or
- 3.1.2 prior to commencement of the repair, the Supplier has indicated that it cannot guarantee the success of the repair work and then, during the course of repairs, the defect is found to be incapable of repair;

then the Customer shall pay the Supplier for the Services already performed.

3.2 If the Customer cancels the Services up to one month prior to the start of the commencement of the Services, the Supplier reserves the right to charge for loss of earnings, providing alternative work cannot be found for the personnel allocated to the cancelled project.

3.3 If the Customer and the Supplier agree on a lump sum price for the Services (as set out in the Quote), such lump sum shall be based on the scope of the repair work at the time of such agreement and shall cover all costs and expenses associated with the Services.

3.4 If the Customer and the Supplier do not agree on a lump sum price, the Supplier shall be entitled to be paid for work performed in accordance with the Quote.

3.5 In addition, the Supplier shall be reimbursed by the Customer for all other expenses (e.g. packing and transportation costs) actually incurred, plus an agreed percentage, as set out in the Quote.

3.6 The Customer shall pay any applicable VAT and any other taxes payable to the Supplier on receipt of a valid invoice.

3.7 Any price estimate given by the Supplier to the Customer, in the Quote or otherwise, shall not limit the payment the Supplier is entitled to under this provision.

AIRTEC FILTRATION LTD – Terms& Conditions of sale 2025



- 3.8 The Supplier may increase the Prices at any time by giving the Customer not less than 15 Business Days' notice in writing.
- 3.9 Notwithstanding clause 3.8, the Supplier may increase the Prices with immediate effect by written notice to the Customer where there is an increase in the direct cost to the Supplier of supplying the relevant Services which is due to any factor beyond the control of the Supplier.

4. Payment

- 4.1 The Customer shall pay the Supplier an agreed percentage of the agreed lump sum (as set out in the Quote) as a down payment, before the Supplier commences the Services.
- 4.2 Unless otherwise agreed, the Supplier shall invoice the Customer for the Services after Completion.
- 4.3 The Customer shall pay all invoices in full without deduction or set-off, in cleared funds within 30 days of the date of each invoice.
- 4.4 Time of payment is of the essence. Where sums due under these Conditions are not paid in full by the due date:
- 4.4.1 the Supplier may, without limiting its other rights, charge interest on such sums at 8% a year above the Bank of England base rate, and
- 4.4.2 interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.

5. Performance of the Services

- 5.1 The Services shall be performed at a location decided by the Supplier, either on the Customer's premises or elsewhere.
- 5.2 The Supplier shall be entitled to sub-contract the Services or any part thereof to a third party provided that it notifies the Customer of the third party's name and address in advance.
- 5.3 The Supplier shall not be liable for any delay in or failure of performance caused by:
- 5.3.1 the Customer's failure to: (i) make the location available, (ii) prepare the location in accordance with the Supplier's instructions or (iii) provide the Supplier with adequate instructions for performance;
- 5.3.2 any additional orders for repair work being requested by the Customer and accepted by the Supplier;
- 5.3.3 any agreed extensions to the scope of the Services;
- 5.3.4 Force Majeure.
- 5.4 The Customer shall supply the technical documentation necessary for the Supplier to provide the Services, including (but not limited to) its operation and inspection logs or correspondence documents. Such documentation shall remain the property of the Customer and shall not be used by the Supplier other than for the purposes of providing the Services.
- 5.5 The Supplier shall notify the Customer when the repair work is completed. The Customer shall then forthwith carry out inspections of the repair work and all such tests that may be provided for in the Contract. After having carried out such inspections and / or tests, the Customer shall, if he finds the work satisfactory, accept the repair work using the acceptance form provided by the Customer.
- 5.6 The Customer is not entitled to refuse taking-over due to defects of a minor nature which do not affect the operation of the plant.
- 5.7 Where taking-over is delayed through no fault of the Supplier, such taking-over shall be deemed to have taken place after the expiration of two weeks from the Supplier's notification of Completion.

6. Co-operation and technical assistance by the Customer where the Services are carried out on the Customer's premises

- 6.1 The Customer shall ensure that the Supplier is not exposed to health hazards or safety risks during the provision of the Services.
- 6.2 The Customer shall notify the Supplier of the safety regulations which the Customer imposes on its own personnel and the Supplier shall ensure those regulations are observed by the Supplier Personnel. If breaches of those regulations come to the attention of the Customer, it must inform the Supplier in writing immediately, and may expel from its premises any person guilty of committing such breaches.
- 6.3 The Customer and the Supplier shall inform each other of any special dangers which the provision of the Services may entail.
- 6.4 Unless otherwise agreed, the Customer shall, at its own expense, provide the Supplier with the following assistance:
- 6.4.1 making available to the Supplier during the period of repair such reasonable amount of skilled and unskilled labour as the Supplier may find necessary for the performance of the Contract;
- 6.4.2 carrying out all building, bedding and scaffolding work as may be reasonably required for the performance of the Contract;
- 6.4.3 making available all cranes, heavy tools and other necessary equipment as may be reasonably required for the performance of the Contract;
- 6.4.4 provide such heating, lighting, fuel, power, water, and supply points as may be reasonably required for the performance of the Contract;
- 6.4.5 placing at the disposal of the Supplier lockable dry rooms necessary for storing tools and equipment; and
- 6.4.6 placing at the disposal of the Supplier suitable facilities, including washing and first-aid facilities.

- 6.5 If the Customer fails to fulfil its obligations under this clause within seven days of receiving a request from the Supplier, the Supplier shall, at the Customer's expense, be entitled to obtain such assistance elsewhere.

7. Risk

- 7.1 Where the Services are carried out at a location other than the Customer's premises, the risk of loss or damage to the plant shall be borne by the Customer, unless such loss or damage is due to the negligence of the Supplier.
- 7.2 The Supplier shall give at least seven days notice in writing to the Customer about the time and means of the transport of the repaired plant back to the Customer's premises.
- 7.3 Where the Customer delays the taking of the delivery of the repaired plant, the Supplier shall arrange suitable storage at the Customer's risk and expense.

8. Title

- 8.1 Unless and until the Supplier receives payment in full and cleared funds for the Services from the Customer, the Supplier shall, to the extent permitted by law, hold the accessory parts, spares or replacements as bailee for the Supplier.

9. Warranty

- 9.1 The Supplier warrants that the Services shall be supplied with reasonable care and skill.
- 9.2 The Customer warrants that it has provided the Supplier with all relevant, full and accurate information as to the Customer's business and needs.
- 9.3 The Customer warrants that if it is not the owner, or sole owner, of the plant to be repaired, he shall, when placing his order, inform the Supplier thereof in writing. The Customer warrants that he has obtained the prior written consent of the owners to have the repairs effected and shall indemnify the Supplier against any claims howsoever arising out of the Customer's failure to do so.
- 9.4 The Supplier shall, at its own expense, correct, repair, remedy, re-perform or refund the Services that do not comply with clause 9.1, provided that:
- 9.4.1 the Customer serves a written notice on the Supplier not later than five Business Days from Completion in the case of defects discoverable by a physical inspection, or within a reasonable period of time from Completion in the case of latent defects;
- 9.4.2 such notice specifies that some or all of the Services do not comply with clause 9.1 and identifying in sufficient detail the nature and extent of the defects; and
- 9.4.3 gives the Supplier a reasonable opportunity to examine the claim of the defective Services.
- 9.5 Clause 9.4 shall only apply to defects that appear under normal operating conditions and under proper use. It shall not extend to defects arising from the Customer's faulty maintenance, erection or installation. Nor shall it extend to defects arising from alterations or repair work carried out without the Supplier's prior written consent.
- 9.6 Except as set out in this clause 9:
- 9.6.1 the Supplier gives no warranty and makes no representations in relation to the Services; and
- 9.6.2 all warranties and conditions, whether express or implied by statute, common law or otherwise are excluded to the extent permitted.

10. Anti-bribery

- 10.1 For the purposes of this clause 10 the expressions 'adequate procedures' and 'associated with' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.
- 10.2 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and ensure that:
- 10.2.1 all of that party's personnel;
- 10.2.2 all others associated with that party; and
- 10.2.3 all of that party's subcontractors;
- involved in performing the Contract so comply.

- 10.3 Without limitation to clause 10.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

- 10.4 Each party shall immediately notify the other as soon as it becomes aware of a breach or possible breach of any of the requirements in this clause 10.

11. Anti-slavery

- 11.1 The Customer undertakes, warrants and represents that:
- 11.1.1 neither the Customer nor any of its officers, employees, agents or subcontractors has:
- (i) committed an offence under the Modern Slavery Act 2015 (an MSA Offence);
- (ii) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
- (iii) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
- 11.1.2 it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy;



11.1.3	it shall notify the Supplier immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the Customer's obligations under clause 11.1. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Customer's obligations.
11.2	Any breach of clause 11.1 by the Customer shall be deemed a material breach of the Contract and shall entitle the Supplier to terminate the Contract with immediate effect.
12.	Indemnity and insurance
12.1	The Customer shall indemnify, and keep indemnified, the Supplier from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the Supplier as a result of or in connection with the Customer's breach of any of the Customer's obligations under the Contract.
12.2	The Customer shall have in place contracts of insurance with reputable insurers to cover its obligations under the Contract. On request, the Customer shall supply so far as is reasonable evidence of the maintenance of the insurance and all of its terms from time to time applicable.
13.	Limitation of liability
13.1	The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 13.
13.2	Subject to clauses 13.5 and 13.6, the Supplier's total liability shall not exceed 15% of the total price payable by the Customer for the Services.
13.3	Subject to clauses 13.5 and 13.6, the Supplier shall not be liable for consequential, indirect or special losses.
13.4	Subject to clauses 13.5 and 13.6, the Supplier shall not be liable for any of the following (whether direct or indirect):
13.4.1	loss of profit;
13.4.2	loss or corruption of data;
13.4.3	loss of use;
13.4.4	loss of production;
13.4.5	loss of contract;
13.4.6	loss of opportunity;
13.4.7	loss of savings, discount or rebate (whether actual or anticipated);
13.4.8	harm to reputation or loss of goodwill.
13.5	The limitations of liability set out in this clause 13 shall not apply in respect of any indemnities given by either party under the Contract.
13.6	Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:
13.6.1	death or personal injury caused by negligence;
13.6.2	fraud or fraudulent misrepresentation;
13.6.3	any other losses which cannot be excluded or limited by applicable law;
13.6.4	any losses caused by wilful misconduct.
14.	Intellectual property / Industrial property
14.1	The Supplier shall indemnify the Customer from and against any losses, damages, liability, costs and expenses (including reasonable professional fees) incurred by it as a result of any action, demand or claim that the Services infringe the Intellectual Property Rights or Industrial Property Rights of any third party (IPR Claim), provided that the Supplier shall have no such liability if the Customer:
14.1.1	does not notify the Supplier in writing setting out full details of any IPR Claim of which it has notice as soon as is reasonably possible;
14.1.2	makes any admission of liability or agrees any settlement or compromise of the relevant IPR Claim without the prior written consent of the Supplier;
14.1.3	does not let the Supplier at its request and own expense have the conduct of or settle all negotiations and litigation arising from the IPR Claim at its sole discretion;
14.1.4	does not take all reasonable steps to minimise the losses that may be incurred by it or by any third party as a result of the IPR Claim;
14.1.5	does not, at the Supplier's request, provide the Supplier with all reasonable assistance in relation to the IPR Claim (at the Customer's expense) including the provision of prompt access to any relevant premises, officers, employees, contractors or agents of the Customer.
14.2	If any IPR Claim is made or is reasonably likely to be made, the Supplier may at its option:
14.2.1	procure for the Customer the right to continue receiving the benefit of the relevant Services; or
14.2.2	modify or replace the infringing part of the Services so as to avoid the infringement or alleged infringement, provided the Services remain in material conformance to their specification.
14.3	The Supplier's obligations under clause 14.1 shall not apply to Services modified or used by the Customer other than in accordance with the Contract or the Supplier's instructions. The Customer shall indemnify the Supplier against all losses, damages, liability, costs and expenses (including reasonable legal fees) incurred by the Supplier in connection with any claim arising from such modification or use.

15.	Confidentiality and announcements
15.1	Subject to any additional Non-Disclosure Agreement in place between the Supplier and the Customer, the Customer shall keep confidential all Confidential Information of the Supplier and of any Affiliate of the Supplier and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:
15.1.1	any information which was in the public domain at the date of the Contract;
15.1.2	any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
15.1.3	any information which is independently developed by the Customer without using information supplied by the Supplier or by any Affiliate of the Supplier; or
15.1.4	any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.
except that the provisions of clauses 15.1.1 to 15.1.3 shall not apply to information to which clause 15.4 relates.	
15.2	This clause shall remain in force for a period of three years after termination of the Contract.
15.3	The Customer shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.
15.4	To the extent any Confidential Information is Protected Data such Confidential Information may be disclosed or used only to the extent such disclosure or use does not conflict with any provisions of clause 16.
16.	Processing of personal data
16.1	The parties agree that the Customer is a Controller and that the Supplier is a Processor for the purposes of processing Protected Data pursuant to the Contract. The Customer shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. The Customer shall ensure all instructions given by it to the Supplier in respect of Protected Data (including the terms of the Contract) shall at all times be in accordance with Data Protection Laws.
16.2	The Supplier shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of the Contract.
16.3	The Customer shall indemnify and keep indemnified the Supplier against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a supervisory authority) arising out of or in connection with any breach by the Customer of its obligations under this clause 16.
16.4	The Supplier shall:
16.4.1	only process (and shall ensure Supplier Personnel only process) the Protected Data in accordance with Error! Reference source not found. and the Contract (and not otherwise unless alternative processing instructions are agreed between the parties in writing) except where otherwise required by applicable law (and shall inform the Customer of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest); and
16.4.2	without prejudice to clause 16.1 if the Supplier believes that any instruction received by it from the Customer is likely to infringe the Data Protection Laws it shall promptly inform the Customer and be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing.
16.5	Taking into account the state of technical development and the nature of processing, the Supplier shall implement and maintain the technical and organisational measures set out in Error! Reference source not found. to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.
16.6	The Supplier shall:
16.6.1	not permit any processing of Protected Data by any agent, subcontractor or other third party (except its or its Sub-Processors' own employees in the course of their employment that are subject to an enforceable obligation of confidence with regards to the Protected Data) without the written authorisation of the Customer;
16.6.2	prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under this clause 16 that is enforceable by the Supplier and ensure each such Sub-Processor complies with all such obligations;
16.6.3	remain fully liable to the Customer under the Contract for all the acts and omissions of each Sub-Processor as if they were its own; and
16.6.4	ensure that all persons authorised by the Supplier or any Sub-Processor to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential.
16.7	The Supplier shall (at the Customer's cost):
16.7.1	assist the Customer in ensuring compliance with the Customer's obligations pursuant to Articles 32 to 36 of the GDPR (and any similar obligations under applicable Data Protection Laws) taking into account the nature of the processing and the information available to the Supplier; and
16.7.2	taking into account the nature of the processing, assist the Customer (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Customer's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.
16.8	The Supplier shall not process and / or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the United Kingdom or to any International Organisation without the prior written consent of the Customer, except for when such processing / transfer is subject to the same data safeguards as provided by Data Protection Laws.
16.9	The Supplier shall, in accordance with Data Protection Laws, make available to the Customer such information that is in its possession or control as is necessary to demonstrate the Supplier's



	compliance with the obligations placed on it under this clause 16 and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR (and under any equivalent Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits, including inspections, by the Customer (or another auditor mandated by the Customer) for this purpose (subject to a maximum of one audit request in any 12 month period under this clause 16.9).	19.2	The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.
16.10	The Supplier shall notify the Customer without undue delay and in writing on becoming aware of any Personal Data Breach in respect of any Protected Data.	19.3	The parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedures:
16.11	On the end of the provision of the Services relating to the processing of Protected Data, at the Customer's cost and the Customer's option, the Supplier shall either return all of the Protected Data to the Customer or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires the Supplier to store such Protected Data. This clause 16 shall survive termination or expiry of the Contract.	19.3.1	Within seven days of service of the notice, the contract managers of the parties shall meet to discuss the dispute and attempt to resolve it.
		19.3.2	If the dispute has not been resolved within seven days of the first meeting of the contract managers, then the matter shall be referred to the Chief Executives (or persons of equivalent seniority). The Chief Executives (or equivalent) shall meet within seven days to discuss the dispute and attempt to resolve it.
17.	Force Majeure	19.4	The specific format for the resolution of the dispute under clause 19.3.1 and if, necessary, clause 19.3.2 shall be left to the reasonable discretion of the parties, but may include the preparation and submission of statements of fact or of position.
17.1	A party shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:	19.5	If the dispute has not been resolved within 14 days of the first meeting of the Chief Executives (or equivalent) under clause 19.3.2 then the matter shall be referred to arbitration. The number of arbitrators shall be three (unless a sole arbitrator is agreed between the parties). The seat, or legal place, of arbitration shall be London. The language to be used in the arbitral proceedings shall be English. The governing law of the contract shall be the substantive law of England and Wales.
17.1.1	promptly notifies the other of the Force Majeure event and its expected duration; and	20.	Notices
17.1.2	uses best endeavours to minimise the effects of that event.	20.1	Any notice given by a party under these Conditions shall:
17.2	If, due to Force Majeure, a party:	20.1.1	be in writing and in English;
17.2.1	is or shall be unable to perform a material obligation; or	20.1.2	be signed by, or on behalf of, the party giving it (except for notices sent by email); and
17.2.2	is delayed in or prevented from performing its obligations for a total of more than 30 days in any consecutive period of 60 days;	20.1.3	be sent to the relevant party at the address set out in the Contract.
	the other party may terminate the Contract on immediate notice.	20.2	Notices may be given, and are deemed received:
18.	Termination	20.2.1	by hand: on receipt of a signature at the time of delivery;
18.1	The Supplier may terminate the Contract or any other contract which it has with the Customer at any time by giving notice in writing to the Customer if:	20.2.2	by post: at 9.00 am on the second Business Day after posting;
18.1.1	the Customer commits a material breach of the Contract and such breach is not remediable;	20.2.3	by email: on receipt of an email sent to the correct address.
18.1.2	the Customer commits a material breach of the Contract which is not remedied within 14 days of receiving written notice of such breach;	20.3	Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance with clause 20.1 and shall be effective:
18.1.3	the Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 30 days after the Supplier has given notification that the payment is overdue; or	20.3.1	on the date specified in the notice as being the date of such change; or
18.1.4	any consent, licence or authorisation held by the Customer is revoked or modified such that the Customer is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.	20.3.2	if no date is so specified, seven Business Days after the notice is deemed to be received.
18.2	The Supplier may terminate the Contract at any time by giving notice in writing to the Customer if the Customer:	20.4	All references to time are to the local time at the place of deemed receipt.
18.2.1	stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;	20.5	This clause does not apply to notices given in legal proceedings or arbitration.
18.2.2	is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the Supplier reasonably believes that to be the case;	21.	Cumulative remedies
18.2.3	becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;		The rights and remedies provided in the Contract for the Supplier only are cumulative and not exclusive of any rights and remedies provided by law.
18.2.4	has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;	22.	Time
18.2.5	has a resolution passed for its winding up;		Unless stated otherwise, time is of the essence for any date or period specified in the Contract in relation to the Customer's obligations only.
18.2.6	has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;	23.	Entire agreement
18.2.7	is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within seven days of that procedure being commenced;	23.1	The parties agree that the Contract and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
18.2.8	has a freezing order made against it;	23.2	Each party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.
18.2.9	is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title in those items;	23.3	Nothing in these Conditions purports to limit or exclude any liability for fraud.
18.2.10	is subject to any events or circumstances analogous to those in clauses 18.2.1 to 18.2.9 in any jurisdiction;	24.	Variation
18.2.11	takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 18.2.1 to 18.2.10 including for the avoidance of doubt, but not limited to, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.	25.	Assignment
18.3	The Supplier may terminate the Contract at any time by giving not less than four weeks' notice in writing to the Customer if the Customer undergoes a change of control.	25.1	The Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the Supplier's prior written consent.
18.4	If the Customer becomes aware that any event has occurred, or circumstances exist, which may entitle the Supplier to terminate the Contract under this clause 18, it shall immediately notify the Supplier in writing.	25.2	Notwithstanding, the Customer may perform any of its obligations and exercise any of its rights granted under the Contract through any Affiliate provided that it gives the Supplier prior written notice of such subcontracting or assignment including the identity of the relevant Affiliate. The Customer acknowledges and agrees that any act or omission of its Affiliate in relation to the Customer's rights or obligations under the Contract shall be deemed to be an act or omission of the Customer itself.
18.5	Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the Supplier at any time up to the date of termination.	26.	Set off
19.	Dispute resolution	26.1	The Supplier shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Customer under the Contract or under any other contract which the Supplier has with the Customer.
19.1	Any dispute arising between the parties out of or in connection with the Contract shall be dealt with in accordance with the provisions of this clause 19.		

- 26.2 The Customer shall pay all sums that it owes to the Supplier under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

27. Equitable relief

The Customer recognises that any breach or threatened breach of the Contract may cause the Supplier irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the Supplier, the Customer acknowledges and agrees that the Supplier is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

28. Severance

- 28.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.

- 28.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

29. Waiver

- 29.1 No failure, delay or omission by the Supplier in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

- 29.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by the Supplier shall prevent any future exercise of it or the exercise of any other right, power or remedy by the Supplier.

30. Compliance with law

The Customer shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

31. Conflicts within contract

If there is a conflict between the terms contained in the Conditions and the terms of the Quote, schedules, appendices or annexes to the Contract, the terms of the Conditions and **Error! Reference source not found.** shall prevail.

32. Third party rights

- 32.1 Except as expressly provided for in clause 32.2, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

- 32.2 Any Affiliate of the Supplier shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract. The consent of any such Affiliate is not required in order to rescind or vary the Contract or any provision of it.

33. Governing law

The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

34. Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).

Schedule 1

Data processing details

Processing of the Protected Data by the Supplier under the Contract shall be for the subject-matter, duration, nature and purposes and involve the types of personal data and categories of Data Subjects set out in this Schedule 1.

1. **Subject-matter of processing:**

- Contracts to supply and service machinery.

2. **Duration of the processing:**

- For the period of the contract and of any applicable warranty. Thereafter for a period of six years to allow for any complaints or queries and then for a final one year period for taxation and regulatory reasons.

3. **Nature and purpose of the processing:**

- The performance of a contract.
- The legitimate interests of the business, including marketing similar services to Customers and dealing with claims or complaints.
- Marketing to Customers or contacts with their consent.
- Compliance with regulatory requirements.

4. **Types of Personal Data:**

- Name and contact details.

5. **Categories of Data Subjects:**

- Customer contacts.
- Industry contacts.

Part 2

Technical and organisational security measures

1. The Supplier shall implement and maintain the following technical and organisational security measures to protect the Protected Data:

- 1.1 **All of the Supplier's data is stored on** Private Cloud servers hosted in the United Kingdom, with the exception of Microsoft 365 for email exchange. Data is accessed remotely but only using a secure SSL VPN connection which is logged and monitored. All systems that contain data sit behind UTM firewalls and enterprise leading security software in the form of Sophos Antivirus and Ransomware protection. Data access is all controlled through an industry standard Microsoft protocol and is logged and centrally managed. All of the Supplier's IT systems are supported and monitored by CIS Limited, a leading Cloud managed services provider in Oxfordshire, who also own and operate the Private Cloud which the Supplier's data resides on. The Supplier is currently adding to security with the rollout of encryption at file and disk level. All digital transactions are controlled and secured via SLL or HTTPS levels of encryption through web browsers or file exchange programs. Users are requested to change passwords regularly, complexity requirements are set and staff are aware of data protection routines, IT security protocols and restrictions. All changes to systems are authorised by managers through a central ticketing system managed correctly.



Certificate of Approval

This is to certify that
Airtec Filtration Limited

has achieved SafeContractor approval

Date: 8th April 2025

This certificate is valid until: 13th May 2026

Certificate number: CD4689

Signed:

Tim Jackson
Alcumus CEO



23043



Alcumus SafeContractor Ltd is a UKAS accredited Type C Inspection body under ISO17020:2012 covering the SSIP Core Criteria element of the SafeContractor Assessment Standard.
Full Validation of this certification should be made via the SSIP Portal <https://www.ssiportal.org.uk/>



Certificate of Registration

Airtec Filtration Ltd

Manor Street, St. Helens, Merseyside, WA9 3AX

have been assessed and approved to:

ISO 9001:2015

Quality Management System

The approved management system applies to the following scope:

Providers of compressed air and filtration equipment and engineering expertise to their customers worldwide.

Clause 8.3 Design and development of products and services is not applicable to this organisation.

Original Approval: 5th August 2019

Current Certificate: 5th August 2024

Certificate Expiry: 5th August 2025

Certificate Number: CA15327

Signed: Certification Officer

A handwritten signature in black ink, appearing to read 'M. Byan'.

This certificate remains valid while the holder maintains their administration systems in accordance with the standards and guidelines stated above, which will be audited annually by QAS International. The holder is entitled to display the above registration mark for the duration of this certificate, which should be returned to QAS International upon reasonable request.

Tel: 020 31989788 - info@qas-international.com - <https://www.qas-international.com>
Issuing Office: QAS International, 20 Grosvenor Place, London, England, SW1X 7HN

