

Evo Core Services Limited
Standard Terms & Conditions of Sale

These terms and conditions set out the basis upon which Evo Core Services Limited ("Evo") is to be engaged for provision of any services or the supply of equipment. The contract between the parties will consist solely of and the order of precedence shall be:

- (i) These terms and conditions;
- (ii) The budget proposal produced in accordance with these terms and conditions;
- (iii) Any drawings, schedules and like documents produced by Evo in accordance with these terms and conditions.

1. Initial Services.

- 1.1. **Preliminary meeting.** Evo will meet with the client to take initial instructions for the purposes of producing an estimate or quotation otherwise referred to as a budget proposal ("the Budget proposal").
- 1.2. **The Budget Proposal.** The Budget Proposal will contain a sum ("the Budget Price"), which is the likely cost of the design and/or installation work to be carried out and/or equipment and/or material to be supplied by Evo ("the Works"). In arriving at their assessment of the Budget Price for the Works, Evo may produce one or more of the following: positional and/or schematic drawings, a wiring schedule and a costing sheet.
- 1.3. **Acceptance of the Budget Proposal** Acceptance of the Budget Proposal is to be notified to Evo within 30 days of submission, failing which the Budget Proposal will lapse unless extended by Evo. Evo recognises a deposit payment or any instruction or request by the client or on the client's behalf to commence the Works will constitute acceptance of the Budget Proposal including for the avoidance of doubt, the Budget Price.
- 1.4. **Budget Price is best estimate.** The Budget Price represents Evo's best estimate of the likely cost of the Works and Evo will use its best endeavours to complete the Works within the Budget Price. However, where the Budget Price is exceeded for any reason other than default on the part of Evo, Evo reserves the right to recover from the Client any fair and reasonable sums incurred over and above the Budget Price.

2. On Site Services

- 2.1. **Attendances not included in the Budget Proposal.** From time to time Evo attendance at site or elsewhere may be required for the provision of additional services, over and above those described in the Budget Proposal. Where such services are not included in the Budget Price, all time spent engaged in these or like matters will be charged additionally at the applicable Evo hourly rate, the amount of which will be notified in the Budget Proposal ("Evo Hourly Rate"). All sums referred to in or pursuant to these terms and conditions, including the sums set out in the Budget Proposal and Evo Hourly Rates are exclusive of VAT.
- 2.2. **Changes after submission of the Budget Proposal.** In the event that after submission of the Budget Proposal changes to the design are instructed orally or in writing by the client or their agent, or any circumstances arise or events occur, including for the avoidance of doubt delays not caused by Evo, which Evo could not reasonably have foreseen at the date of the Budget Proposal, any sums reasonable and fairly incurred will be charged to the client as follows:
 - 2.2.1. Where reasonably practicable, on the basis of an agreed lump sum price;
 - 2.2.2. Alternatively, Evo will be entitled to a fair and reasonable sum for the additional work carried out, materials supplied and time spent which in the absence of agreement to the contrary will be calculated by Evo hourly rate plus a reasonable charge for materials and/or equipment supplied.

3. Payment

The Budget Price may be payable in installments as set out in the Budget Proposal. All sums payable under and/or pursuant to these terms and conditions are due within 7 days of the date of an invoice ("the Due Date"). Interest on late payment will be charged at the rate of 8% above the Bank of England base rate and compounded monthly. Further, without prejudice to any other rights and remedies available to it, Evo reserves the right, if payment is not received by the Due Date, to suspend performance of all obligations under these Terms and Conditions until such time as all outstanding payments are received in full.

4. General

- 4.1. **Copyright.** The copyright in any design produced by Evo shall remain the property of Evo until full payment under these terms and conditions is received. Use of any design supplied shall be permitted only for the purpose and specific project for which it was produced for by, as identified in the Budget Proposal. For the avoidance of doubt, use of Evo design for any project other than that for which it was originally produced shall attract a further fee in accordance with these terms and conditions.
- 4.2. **Delivery and Installation of Equipment** Confirmation of delivery dates will be subject to
 - 4.2.1. Any sums due for payment being paid at the date of delivery.
 - 4.2.2. Acceptance in writing of the Budget Proposal.
 - 4.2.3. Receipt of any technical approvals from the client or their agent.
- 4.3. **The right to invoice for equipment.** Equipment and/or materials which have been ordered, but which cannot be delivered at the due date for delivery for reasons beyond the control of Evo.
- 4.4. **Delivery dates are best estimates.** Delivery dates represent Evo best estimates and whilst Evo will use all reasonable endeavours to meet such dates, Evo accepts no liability if any date is not met, for whatever reason, unless otherwise agreed in writing and/or except insofar as Evo have failed to use reasonable endeavours as aforesaid.

- 4.5. **Insurance.** In circumstances where delivery to site is delayed beyond the original delivery date for any reason other than a reason which is in the sole control of Evo, then Evo will arrange storage and insurance for the equipment at the Client's expense. Otherwise, any equipment will remain at Evo risk up to the date of delivery to site. From and including the date upon which delivery to site takes place, insurance cover will be the responsibility of the Client.
- 4.6. **Substitution of Equipment and Materials.** Evo wish to provide the Client with the best and most appropriate equipment and/or material available within the Budget Price. They therefore reserve the right, for whatever reason, and at whatever stage of the project, to substitute any equipment and/or materials specified in the Budget Proposal or elsewhere with equipment and/or materials of an equivalent or superior quality or to solve a specific issue or to overcome a problem unforeseen.

5. **Ownership of equipment and materials supplied.**

Title of all equipment and/or materials supplied shall remain with Evo until payment is received. Evo hereby reserve the right to re-enter the site and collect or otherwise disable all equipment in respect of which payment is not received within 7 days of invoicing.

6. **Warranty**

The Limited Warranty applies to materials and workmanship supplied by Evo. The Limited Warranty covers defects in materials or workmanship under normal use during the Warranty Period. During the Warranty Period, Evo will repair or replace, at no charge, any works that proves to be defective because of improper material or workmanship, under normal use and maintenance. Any appliances or physical products provided by Evo are covered by a manufacturers guarantee of no less than 12 months.

The extent to any additional warranty period outside of the standard 12 months on equipment supplied and/or installed by Evo will be set out in full in the Budget Proposal. Any guarantee will be revoked automatically in circumstances where:

- 6.1. The equipment/material is damaged, modified or interfered with by any person other than a representative of Evo and/or
- 6.2. Conditions, malfunctions, or damage not resulting from defects in material or workmanship
- 6.3. Without the prior written consent of Evo, the equipment/material is worked upon and/or repaired by anyone other than a representative of Evo or a person under the supervision of a representative of Evo.
- 6.4. Where we have advised that further works are required to restore, or prevent further damage

7. **Fix-It**

Any repair carried out by Evo under a Fix-It on any existing materials/appliances/products not supplied by us, or outside of any Warranty Period, and without changing any parts, our workmanship is guaranteed for a period of no longer than 60 days. In the event that we advise that further works are required following our initial work, these works are provided without guarantee.

8. **Disputes**

Evo and the Client will attempt to resolve any dispute amicably. All disputes arising under these terms and conditions shall be governed by English law and will be within the jurisdiction of the English courts. Either party shall be entitled to refer any dispute to adjudication in accordance with the edition then current of the ORSA Adjudication Rules.

Evo Core Services Limited. A limited company registered in England & Wales.
Registered Office at 99 Gray's Inn Road, London WC1X 8TY
Company Registration No. 08430955 | VAT Registration No. 157 3448 92