



PFIZER IRELAND PHARMACEUTICAS
 PO BOX 232, BUBENSKE NAMESTI 306/13,
 PRAHA 74
 170 04
 Tel: 087 3826683
 E-Mail: Ken.OShea@pfizer.com

For the attention of: Ken O'Shea

Your Ref: PFIZER IRELAND NEWBRIDGE	Our Ref: 42017480	Date: 07/01/2025
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Dear **Ken**,

With reference to

Serial Number	Make	Model	Tag
EKG6562	Trane	CVGE080	CH8003

Further to our recent visit to site, we are pleased to provide a quotation to carry out the works recommended by our service engineer. Please find the details below:

Leak repair on IGV shaft

- - Set up job and carry out Pre Task Work Assessment
- - Recover refrigerant charge from unit 1000 Kgs
- - Pressurise with OFN and locate leak
- - Repair leak on chiller
- -Replace PRV's on chiller
- - Pressurise and leak test repair
- - Put unit on Vac overnight
- - Recharge recovered refrigerant into chiller
- - Test run chiller and close out on paperwork

The Parts / Materials required for the job are:

Description	Part Number	Qty	Price	Total
Loctite 577 Pipe and Thread Sealer	1LOC0577	1	43.95	43.95
Nitrogen, 5.22 m3, 44-G20, Genie Cylinder.	1OFN0030	2	138.02	276.04
Refrigerant R134a, 12.5kg	1R134A01	1	1113.00	1113.00
SAFETY VALVE 10 BAR 145 PSI - DIA 1" NPTM - APPROVAL : CE	VAL0767E	1	936.69	936.69

Total Parts price is *€2,369.68
 *Trane Parts Discount included above 20 %

Total Labour price is €9,398.82

Miscellaneous Parts
 O ring kit 110.00 €110.00

Our Price to carry out the above work is €11,878.50

Safety

Trane is committed to high standards of safety in its operating practices. We equally value the safety of our technicians and clients during our visits to their premises. To make sure we achieve the highest possible standard of work Trane's Job Site Audit is one of the tools used by Trane to ensure a workplace free from safety hazards. Any issues noted by our technicians during the visit will be brought to your attention

Interested in our full HVAC capabilities to support your business?



Trane (Ireland) Limited
F7 CentrePoint Business Park,
Oak Road,
Dublin 12,

We welcome the opportunity to extend our current proposal and become your HVAC solutions partner in helping you make the *right financial decisions* on both first investment and operational costs and providing and maintaining *reliable, energy efficient* HVAC solutions.

Trane can offer you a wide range of HVAC equipment system, controls and services. From chillers, air handling units, terminals, rooftops, close control units and unitary products to integrated controls and building management systems and an extensive range of after-market services and maintenance programs, a Trane system can have a measurable impact on your business. Please call us to learn more.

Trane has unique solutions that can turn any building system into a business advantage.

Kind regards,

A handwritten signature in black ink, appearing to read "P Schweppe".

Paul Schweppe

Service Operations Manager

Mobile: 00 353 (0) 86 7946342

Email: Paul.Schweppe@Trane.com



It's Hard To Stop A Trane.®

TRANE
TECHNOLOGIES

This proposal is subject to the application of Trane's Conditions of Sale of Goods and Services, attached hereafter. Any order or agreement, based on or resulting from this proposal, or subsequent versions of this proposal, will be governed by these Trane Conditions of Sale of Goods and Services to the exclusion of any other terms and conditions, in particular the customer's terms and conditions.

No changes or amendments to these Trane Conditions of Sale of Goods and Services shall be valid unless explicitly agreed to in writing by Trane.

However, this proposal is based upon the following project specific terms:

- Validity of Offer: 30 days
- Standard Payment terms: 30 days net end of month
- The prices in this proposal are exclusive of **Value Added Tax**

In case of conflict between the project's specific terms and Trane's Conditions of Sale of Goods and Services, the specific terms shall prevail.

TRANE (IRELAND) LIMITED – CONDITIONS OF SALE OF GOODS AND SERVICES

1. INTERPRETATION

"Applied Equipment" means Goods sold to the Buyer requiring Commissioning by Trane or by a third party provider approved by Trane;
"Buyer" means the Company, person or firm as detailed in the Proposal to whom Goods and/or Services are to be supplied;
"Commencement Date" means the date on which the Buyer's offer is accepted by Trane;
"Conditions" means these terms and conditions including the Proposal and any Schedules hereto;
"Commissioning" means Trane's establishment that the Goods are correctly installed and configured at the Site;
"Contract" means the contract subject to the Conditions for the provision of Services and/or for the supply of Goods made between Trane and the Buyer;
"Equipment" means the equipment listed in the Proposal in respect of which Trane will provide the Services;
"Goods" means the goods, materials and/or other items as set out in the Proposal to be supplied pursuant to the Contract;
"Parts" means Goods which are component parts sold to the Buyer for the Buyer to install which are to replace worn, broken or defective components;
"Price" means the price of Goods and/or Services as set out in the Proposal subject to Clauses 5.2 and 5.3;
"Proposal" means the proposal given by Trane for the sale of Goods/supply of Services which is subject to these Conditions;
"Services" means the Services set out in the Proposal;
"Service Level" means the level of Services chosen by the Buyer [in accordance with Trane's published description of the Services] and as indicated in the Proposal for each item of Equipment listed therein;
"Site" means the location(s) specified in the Proposal for the delivery of the Goods or Services;
"Trane" means TRANE (IRELAND) LIMITED of registered office F7 CentrePoint Business Park, Oak Drive, Dublin 12, registered no. 305292
"Maintenance Guide" means a document described as "Trane Maintenance Guide" as produced by Trane and which sets out a maintenance timetable and maintenance routine specific to the equipment therein described;
"Unitary Equipment" means Goods, other than Applied Equipment, remanufactured compressors or Parts, sold to the Buyer for the Buyer to install;
"Writing" includes manuscript, type-written or printed statement (under seal or hand as the case may be), facsimile transmission and electronic mail.

2. PROPOSAL VALIDITY PERIOD

Unless previously withdrawn, any Proposal submitted by Trane shall be valid for a period of 30 days from the date thereof.

3. FORMATION OF CONTRACT

- 3.1. Except where these Conditions are varied in accordance with Clause 3.3, these Conditions shall apply to any Contract entered into between the Buyer and Trane to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any order or other document), whether referred to in previous dealings or discussions, or implied by law or otherwise, and constitute the entire agreement between the parties.
- 3.2. No contract shall come into being until Trane has accepted the Buyer's order for Goods or Services in Writing and confirmed the content of the Proposal.
- 3.3. No variation to any of these Conditions shall be incorporated into these Conditions unless agreed by the authorised representatives of each of the parties in Writing and the parties acknowledge that these Conditions (with the incorporation of any such variations) constitute the entire agreement between the parties.
- 3.4. Any typographical, clerical or other error or omission in any sales literature, proposal, price list, acceptance of order, drawings, specifications, invoice or other document or information issued by Trane shall be subject to correction without any liability on the part of Trane.
- 3.5. Any advice or recommendation given by Trane to the Buyer in relation to the Goods/Services, which is not confirmed in Writing by a duly authorised representative of Trane, is followed or accepted by the Buyer entirely at the Buyer's own risk and Trane shall not be liable for any such advice or recommendation which is not so confirmed.

4. TERM

In respect of the provision of Services (if any) under the Contract, the Contract shall commence on the Commencement Date and, subject to earlier termination in accordance with Clause 16, shall continue unless terminated by either party on no less than 3 months prior notice in Writing to the other, such notice to expire on the anniversary of the Commencement Date.

5. CONTRACT PRICE

- 5.1. The Price payable for the Goods and the Services shall be that set out in the Proposal.
- 5.2. Trane shall be entitled at any time and from time to time to increase the Price referred to in Clause 5.1 by giving notice in Writing to the Buyer at any time prior to the delivery of Goods or any part of the Services to reflect any increase in Trane's cost in performing the Contract which is due to any factor beyond Trane's control (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of import/export duties, increase in the cost of labour, materials or costs of manufacture or performance) any change in quantities or specification of the Goods or Services requirements requested by the Buyer or failure to give Trane adequate information or instructions.
- 5.3. In addition to any alteration under Clause 5.2, where the Contract is for the provision of Services, Trane may increase the Price:
 - 5.3.1. On each anniversary of the Commencement Date by a percentage equal to the percentage increase in the Retail Prices Index published by the Office for National Statistics for each period of 12 months from the Commencement Date plus 2 per cent, without notice to the Buyer; and
 - 5.3.2. from time to time as reasonably required by Trane for any reason by serving 30 days' notice in Writing to the Buyer.
- 5.4. In the event that the proposed increase to the Price for Services under Clause 5.3.2 is not accepted by the Buyer, the Buyer may within 30 days' of receipt of such notice, give notice in Writing to Trane to terminate the Contract.
- 5.5. Trane reserves the right to charge the Buyer, in addition to the Price, the reasonable cost of restocking any Goods requested by the Buyer.
- 5.6. Unless otherwise agreed by Trane in Writing, the Price includes freight costs to the Site and insurance while the Goods are in transit.
- 5.7. The Price is exclusive of any Value Added Tax or any other tax or duty payable and the Buyer will bear the cost of any such tax or duty in addition to the Price.
- 5.8. The Buyer will ensure that the Site is prepared to enable Trane to deliver the Goods and/or perform the Services, and to enable the Buyer to accept delivery or performance of the same, including, without limitation, arranging access to the Site, providing cranes, hoists or other safety equipment, utilities, other services and workmen. In the event that the Site is not prepared as required by this Clause 5.8, at the time of delivery of the Goods or performance of the Services, Trane may arrange any equipment or services necessary to prepare the Site for delivery by Trane and acceptance by the Buyer and charge the cost of such equipment and services and any associated administration charges, to the Buyer in accordance with Clause 10, and/or store and maintain the Goods in accordance with Clause 7.5 until the Buyer has prepared the Site and an alternative delivery date has been agreed.
- 5.9. The Buyer will indemnify Trane against all costs, charges expenses, actions, suits, claims and demands in connection with any equipment or services arranged by Trane under Clause 5.8.
- 5.10. Where the Buyer requests Goods or Services outside of those referred to in the Proposal then Trane shall be entitled to charge for such in accordance with its then current pricing structure.

6. TRANSFER OF TITLE AND RISK

- 6.1. Risk in the Goods and all liability to third parties in respect thereof shall pass to the Buyer on delivery to the carrier as per CIP (Incoterms 2000).
- 6.2. Ownership of the Goods shall not pass to the Buyer:-
 - 6.2.1. At all where Clause 7.5 applies;
 - 6.2.2. (In other situations) until Trane has received in full (in cash or cleared funds) all sums due to it in respect of:
 - a. the Goods; and
 - b. all other sums which are or which become due to Trane from the Buyer on any account.
- 6.3. Until ownership of the Goods has passed to the Buyer, the Buyer must:
 - 6.3.1. hold the Goods on a fiduciary basis as Trane's bailee;

TRANE (IRELAND) LIMITED – CONDITIONS OF SALE OF GOODS AND SERVICES

- 6.3.2. store the Goods (at no cost to Trane) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as Trane's property;
- 6.3.3. not destroy, deface or obscure any identifying mark on or relating to the Goods;
- 6.3.4. maintain the Goods in satisfactory condition insured on Trane's behalf for their full price against all risks to the reasonable satisfaction of Trane. On request the Buyer shall produce the policy of insurance to Trane; and
- 6.3.5. hold the proceeds of the insurance referred to in condition 6.3.4 on trust for Trane and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.
- 6.4. The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:
- 6.4.1. any sale shall be effected in the ordinary course of the Buyer's business at full market value and the Buyer shall hold such part of the proceeds of sale as represent the amount owed by the Buyer to Trane on behalf of Trane and the Buyer shall account to Trane accordingly;
- 6.4.2. such part of the proceeds of any sale as represent the amount owed to Trane are held on trust for Trane and will not be mixed with any other money nor paid into an overdrawn bank account, but be placed in a separate bank account in Trane's name;
- 6.4.3. any such sale shall be a sale of Trane's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale; and
- 6.4.4. actual delivery of the Goods to the Buyer has been effected.
- 6.5. The Buyer's right to possession of the Goods shall terminate immediately if:
- 6.5.1. the Buyer, has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any Act for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer or if the Buyer suffers any similar or analogous action (in any jurisdiction) in consequence of debt; or
- 6.5.2. the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe/perform any of his/its obligations under the Contract or any other contract between Trane and the Buyer, or is unable to pay its debts within the meaning of sections 123 or 268 of the Insolvency Act 1986 (as appropriate) or the Buyer ceases to trade; or
- 6.5.3. the Buyer encumbers or in any way charges any of the Goods.
- 6.6. Trane shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from Trane.
- 6.7. The Buyer grants Trane, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.
- 7. DELIVERY**
- 7.1. Trane will issue notice in Writing to the Buyer when the Goods are available for delivery to carrier.
- 7.2. Removal from their transportation vehicle(s), installation and positioning of the Goods is the responsibility of the Buyer and Trane accepts no liability for removing the goods from the transportation vehicle or installation or positioning.
- 7.3. Delivery of Goods is subject to availability and time for delivery shall not be of the essence. Trane shall not be responsible for any failure to meet proposed or agreed delivery dates.
- 7.4. If for any reason either the carrier will not accept delivery as per Clause 6.1 or Trane is unable to deliver the Goods because the carrier has not provided appropriate instructions, documents, licences or authorisations (in either case a "Failed Delivery"):
- 7.4.1. the Goods will be deemed to have been delivered and risk in the Goods will pass to the Buyer (including for loss or damage caused by Trane's negligence);
- 7.4.2. Trane may store and maintain the Goods until actual delivery to Site and the Buyer will be liable for all related costs and expenses (including, without limitation, storage and insurance) in accordance with Clause 10;
- 7.4.3. Within 7 days of the Failed Delivery Trane shall notify the Buyer in Writing of a new delivery date ("New Date") which shall be a date no later than 6 months after the Failed Delivery;
- 7.5. Where Trane chooses to store Goods until actual delivery, the Buyer will be liable for all costs and expenses associated with re-delivering the Goods on all occasions that Trane tenders delivery.
- 7.6. Provided that the Buyer notifies Trane in Writing that the Goods are ready for Commissioning, Trane will attend the Site to undertake Commissioning of the Goods.
- 7.7. Time for Commissioning will not be of the essence and in the event that the Goods are found to be faulty during the Commissioning process then, subject to Clause 7.8, Trane will use reasonable endeavours to obtain replacement parts, install them and complete Commissioning within a reasonable time.
- 7.8. Trane accepts no responsibility for Commissioning where the Goods are, in Trane's opinion:-
- 7.8.1. not installed correctly;
- 7.8.2. accidentally or deliberately misused by the Buyer or any third party;
- 7.8.3. not stored or used at the correct temperature or humidity;
- 7.8.4. not maintained by the Buyer in accordance with Trane's instructions;
- 7.8.5. damaged by any other act beyond Trane's control,
- and in these circumstances Trane will only undertake Commissioning under a separate Contract for Services. Any dispute under this Clause 7.8 shall be referred to expert determination, such expert to be agreed between the parties and whose decision shall be binding on the parties.
- 8. PERFORMANCE OF SERVICES**
- 8.1. The Services will be performed in respect of each item of Equipment listed in the Proposal and in accordance with the Service Level and relevant Trane Maintenance Guide.
- 8.2. Acceptance by Trane of any item of Equipment into a Contract does not imply that it is installed satisfactorily or to Trane's prevailing standards.
- 8.3. Trane will use its reasonable endeavours to carry out the first Inspection Visit under the relevant Maintenance Guide for each item of Equipment within 28 days of the Commencement Date or as otherwise agreed.
- 8.4. Trane reserves the right following the first Inspection visit to cancel the Contract for Services in whole or part where any item of Equipment in Trane's opinion is not in good condition and working order and/or where to provide the Services would be unsafe or where the Equipment cannot be accessed to provide the Services. In such circumstances Trane will refund to the Buyer the element of the price relating to the item(s) of Equipment where Trane will not provide Services less the costs of the first Inspection Visit and administration costs incurred by Trane in relation to cancelling the Contract.
- 8.5. Trane will use reasonable endeavours to ensure that:-
- 8.5.1. only qualified Trane personnel work on the Equipment and that where appropriate Trane engineers are all qualified to City and Guilds 2077 and 2078 in Refrigerant Handling Procedures and are registered with the Refrigeration Industry Board;

TRANE (IRELAND) LIMITED – CONDITIONS OF SALE OF GOODS AND SERVICES

- 8.5.2. response times agreed in Writing are met.
- 8.6. The Services exclude any maintenance of the Equipment which is necessitated as a result of any cause other than fair wear and tear, including without limitation:
- 8.6.1. failure or fluctuation of electric power, or other environmental conditions; or accident, neglect, misuse or default of the Buyer, its employees or agents or any third party;
- 8.6.2. act of God, fire, flood, war, act of violence, or any other similar occurrence; or
- 8.6.3. any attempt by any person other than the Supplier's personnel to adjust, repair or maintain the Equipment;
- 8.6.4. cost of replacement parts, gaskets, refrigerant and other materials or consumables not included in the Proposal (and such items will be invoiced in addition to the Price).
- 8.7. Trane will (if it is reasonably able to do so) at the request and expense of the Buyer repair or replace any part of the Equipment which has failed due to a cause other than fair wear and tear subject to the Buyer accepting Trane's written quotation therefor prior to the commencement of work.
- 9. ACCEPTANCE OF SERVICES**
- 9.1. The Buyer is deemed to accept that the Services or any part thereof have been delivered to the Buyer's satisfaction unless Trane is notified in Writing to the contrary within 5 working days of Trane's delivery of a Notification of Completion ("the Worksheet") signed by Trane's authorised representative.
- 9.2. At its discretion, Trane will deliver the Worksheet either;
- 9.2.1. by hand at the Site; or
- 9.2.2. by post,
- and such delivery of the Worksheet is conclusive evidence that Trane has attended the Site and performed its obligations, or part thereof, under the Contract.
- 10. TERMS OF PAYMENT**
- 10.1. Subject to Clause 10.9.3 or any variation provided in the Proposal, amounts owing to Trane under the Contract shall be paid in Euro (€) and shall be due and payable within 30 days of invoice date.
- 10.2. Trane reserves the right to grant to and remove from the Buyer any credit period agreed in Writing whether in the Proposal, these Conditions or otherwise, by issuing notice in Writing to the Buyer. On issue of such notice by Trane, the Price shall become payable forthwith in full by the Buyer.
- 10.3. Trane reserves the right at any time:
- 10.3.1. to require the Buyer to provide such security or guarantee in respect of any credit advanced to the Buyer under this Contract as Trane may in its absolute discretion deem necessary; or
- 10.3.2. to vary the terms and conditions of any credit advanced to the Buyer without notice.
- 10.4. Time for payment of the Price and all other sums due under the Conditions shall be of the essence.
- 10.5. No payment shall be deemed to have been received until Trane has received cleared funds.
- 10.6. All payments payable to Trane under the Contract shall become due immediately upon termination of this Contract.
- 10.7. The Buyer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 10.8. Trane reserves the right to suspend further deliveries of any Goods or performance of Services under this or any other Contract with the Buyer in the event of late or non-payment.
- 10.9. In the event that Trane exercises its rights under Clause 10.8 above Trane:
- 10.9.1. is entitled to remove from the Site all its equipment, materials and other property brought onto the Site by its employees;
- 10.9.2. may charge the Buyer the value of the Goods/Services delivered/executed prior to suspension along with the cost of any items and service supplied in accordance with Clauses 5.8, 7.5 and 7.6; and
- 10.9.3. all sums under this Clause 10.9 are payable immediately on presentation by Trane of an invoice for the same.
- 10.10. If the Buyer fails to pay the Company any sum due pursuant to the Contract the Buyer will be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 8% above the base lending rate from time to time of Bank of Ireland accruing on a daily basis until payment in cleared funds is made, whether before or after any judgment.
- 10.11. The Company reserves the right to claim interest and fixed sum compensation under the Late Payment of Commercial Debts (Interest) Act 1998.
- 10.12. The Buyer will indemnify Trane against all costs and expenses incurred as a result of any breach of the Buyer's payment obligations in Clauses 5, 7 and 10 including (without prejudice to the generality of the foregoing) legal fees in obtaining payment.
- 10.13. If the Buyer requires Trane to perform any services in excess of those set out in the Service Level, Trane reserves the right to make additional charges as appropriate and in accordance with these Conditions at Trane's then current charge out rate.
- 11. TRANE'S EQUIPMENT**
- 11.1. The Buyer will store, free of charge, all materials, tools, plant machinery and other property brought on to the Site by Trane for the purposes of the Contract.
- 11.2. The Buyer will indemnify Trane against all loss or damage and against all actions, suits, claims, demands, costs, charges and expenses which may arise from the storage or use of such equipment at the Site, however remote.
- 12. ACCESS TO THE SITE**
- 12.1. Trane's employees, subcontractors and agents will be given free and continuous access to the Site and use of services on Site as reasonably required by Trane to perform the Services or deliver or Commission the Goods.
- 12.2. In the event that access to the Site is refused for any reason, the Buyer will pay all of Trane's cost in performing the Services or delivering or Commissioning the Goods caused by the refusal of access, including, but not limited to the cost of re-attending the Site, re-supply of Goods or Services, associated administration charges and all other costs and expenses.
- 12.3. Trane will use reasonable endeavours to ensure its employees, subcontractors and agents comply with the Buyer's site rules and relevant health and safety standards.
- 12.4. The Buyer will notify Trane in advance of any unusual operating conditions which may affect Trane's performance of the Services or delivery or Commissioning of Goods.
- 13. DRAWINGS AND SPECIFICATIONS**
- 13.1. All drawings and specifications relating to the Goods/Services wheresoever contained are approximate only and do not form part of the Contract and Trane accepts no liability for the design of the Goods or accuracy of such drawings and specifications.
- 13.2. Trane retains all its intellectual property rights in all such drawings and specifications including any drawing created for the Buyer for the purposes of the Contract.
- 13.3. Trane shall, if requested by the Buyer, supply free of charge up to five copies of general arrangement drawings of the Goods.
- 13.4. As a result of continuing development and improvement, the drawings relating to Goods and any specification relating thereto may vary from those given in Trane's current catalogue.
- 14. WARRANTY**
- 14.1. Except where Clauses 14.2 or 14.3 apply:

TRANE (IRELAND) LIMITED – CONDITIONS OF SALE OF GOODS AND SERVICES

- 14.1.1. Applied Equipment supplied pursuant to this Contract shall be guaranteed as regards parts and labour against all defects of workmanship and/or materials for a period of either 18 months from actual delivery (in accordance with Clause 7) or 12 months from the date Commissioning is completed whichever period expires first;
- 14.1.2. Parts and Unitary Equipment supplied pursuant to this Contract shall be guaranteed as regards replacement against all defects of workmanship and/or materials for a period of 12 months from the date of delivery;
- 14.1.3. Remanufactured compressors supplied pursuant to this Contract shall be guaranteed against all defects of workmanship and/or materials as regards replacement parts and labour for a period of 18 months from the date of delivery;
- provided in each of the above situations that Trane has received Written notice of such defect within the Warranty Period.
- 14.2. Replacement Goods provided under any of the provisions of Clause 14.1 shall be guaranteed for the unexpired period of the original Warranty Period only.
- 14.3. The guarantee in Clause 14.1 will not apply to Goods which are:
- 14.3.1. not maintained by Trane or its authorised representative in accordance with Trane's instructions;
- 14.3.2. not stored or used at the recommended temperature or humidity;
- 14.3.3. not installed correctly;
- 14.3.4. accidentally or deliberately misused by the Buyer;
- 14.3.5. damaged by any other act beyond Trane's control;
- 14.3.6. replacement Goods not installed by Trane or its authorised representative.
- 14.4. In the event of a claim under Clause 14.1 Trane has the right to inspect the Goods in order to decide whether the guarantee applies to the Goods in accordance with Clause 14.3. Any dispute under this Clause shall be referred to expert determination, such expert to be agreed between the parties and whose decision shall be binding on the parties.
- 14.5. Subject to conditions 14.3 and 14.4, if any of the Goods do not conform with the guarantee at Clause 14.1 Trane shall at its option repair or replace such Goods (or the defective part) or if the Goods (or defective part) cannot be repaired or replaced for any reason, refund the price of such Goods provided that, if Trane so requests, the Buyer shall, at Trane's reasonable expense, return the Goods or the part of such Goods which is defective to Trane.
- 14.6. If Trane complies with Clause 14.5 it shall have no further liability for a breach of warranty in Clause 14.1 in respect of such Goods.
- 14.7. Any Goods returned to Trane which cannot be repaired and returned to the Buyer will belong to Trane and any replacement Goods will be guaranteed in accordance with Clause 14.2. Any repaired goods will be guaranteed for the remainder of the relevant warranty period granted at Clause 14.1.
- 14.8. In relation to Goods, all warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 14.9. In relation to the Services, Trane warrants that the Services will be provided using reasonable skill and care.
- 15. LIMITATION OF TRANE'S LIABILITY**
- 15.1. Subject to Clause 14, the following provisions set out the entire financial liability of Trane (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
- 15.1.1. any breach of these Conditions; and
- 15.1.2. any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 15.2. Nothing in these Conditions excludes or limits the liability of Trane for:
- 15.2.1. death or personal injury caused by Trane's negligence; or
- 15.2.2. for Trane's fraudulent misrepresentation.
- 15.3. Subject to conditions 14.8 and 15.2:
- 15.3.1. Trane's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to €1,000,000; and
- 15.3.2. Trane shall not be liable to the Buyer for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.
- 15.3.3. Subject to Trane's limited acceptance of liability for misrepresentations in Writing in accordance with Clause 15.3.1, Trane shall not be liable for any representations or statements made by Trane, its employees, agents or sub-contractors.
- 15.3.4. Trane shall have no liability to the Buyer for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by the Buyer whether in the Buyer's order or otherwise which are incomplete, incorrect, inaccurate, illegible or which arise from their late arrival or non-arrival, or any other fault of the Buyer.
- 16. TERMINATION**
- 16.1. Either party may terminate the Contract immediately:
- 16.1.1. by notice in Writing to the other if the other commits any material breach of these Conditions which is capable of remedy and fails to remedy the same within 30 days after being required by Written notice to do so (for the avoidance of doubt, late or non payment will be a material breach of condition); or
- 16.1.2. without notice if the other party has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any Act for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the other party or for the granting of an administration order in respect of the other party, or any proceedings are commenced relating to the insolvency or possible insolvency of the other party or if the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.
- 16.2. Upon the termination of the Contract for any reason, subject to any rights or obligations which have accrued prior to termination (including the Buyer's obligation to pay), neither party shall have any further obligation to the other under the Contract.
- 16.3. In the event that before expiry of the fixed term the Buyer purports to terminate any maintenance element of the Contract then Trane shall be entitled to claim damages from the Buyer. In particular, but without prejudice to the generality of the foregoing, Trane may claim damages for loss of expected profit and expenditure incurred in expectation of fulfilling its obligations under the Contract.
- 17. APPLICABLE LAW**
- 17.1. This Contract shall be construed in all respects under Irish Law. Any dispute of difference arising under this Contract which is not settled in accordance with Clause 17.2 shall be subject to the exclusive jurisdiction of the Irish Courts.
- 17.2. If any dispute or difference arises out of or in connection with this Contract the parties will attempt to settle it by mediation in accordance with the Centre for Dispute Resolution ("CEDR") Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR.

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- 17.3. If either party fails or refuses to agree to or participate in the ADR procedure or, if in any event, the dispute or difference is not resolved to the satisfaction of both parties within 30 days after it has arisen the dispute or difference shall be referred to the Courts in accordance with Clause 17.1.
- 18. CONFIDENTIALITY**
Both parties shall keep confidential and shall not without the prior consent in Writing of the other disclose to any third party any technical or commercial information which it has acquired from the other relating to the Goods/Services or the Contract.
- 19. FORCE MAJEURE**
Trane reserves the right to defer the date of delivery/performance of the Services or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Trane including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials Provided that, if the event in question continues for a continuous period in excess of 6 months, the Buyer shall be entitled to give notice in Hard Copy to Trane to terminate the Contract.
- 20. ASSIGNMENT**
20.1. The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of Trane.
20.2. Trane may assign the Contract or any part of it to any person, firm or company.
- 21. NO THIRD PARTY**
Pursuant to Section 1 (2) of the Contracts (Rights of Third Parties) Act 1999 ("the Act") the parties intend that no terms of these conditions may be enforced by a Third Party. For the purposes of this Clause "Third Party" shall have the meaning given in the Act.
- 22. GENERAL**
22.1. Each right or remedy of Trane under the Contract is without prejudice to any other right or remedy of Trane whether under the Contract or not.
22.2. If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, avoidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
22.3. Failure or delay by Trane in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.
22.4. Any waiver by Trane of any breach of, or any default under, any provision of the Contract by the Buyer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
- 23. NOTICES**
23.1. Where stipulated in this Contract communications between the parties about this Contract must be in Writing.
23.2. Delivery, by hand or sent by pre-paid first class post, electronic mail or sent by facsimile transmission shall be:
23.2.1. (in case of communications to Trane) to its registered office or such other address as shall be notified to the Buyer by Trane; or
23.2.2. (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to the address of the Buyer set out in the Proposal which forms part of this Contract or such other address as shall be notified to Trane by the Buyer.
23.3. Communications shall be deemed to have been received:
23.3.1. if sent by pre-paid first class post, 2 days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting);
23.3.2. if delivered by hand, on the day of delivery;
23.3.3. if sent, by facsimile transmission or electronic mail and provided sent to the correct number or email address of the addressee (with correct transmission confirmed), on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.