

# Terms and Conditions of Services

## **BurnerTech Terms & Conditions of Service**

**(Version updated 13 September 2021)**

In these terms and conditions:

"BurnerTech" means BurnerTech Combustion Engineers, with registered address at Unit C, Lostock Industrial Estate, Lostock Lane, Bolton, BL6 4BL, UK, Contact: T: +44 (0) 1204 393 222 | E: [hello@burnertech.co.uk](mailto:hello@burnertech.co.uk).

**BurnerTech Website** "BurnerTech website" refers to the BurnerTech website at <https://www.burnertech.co.uk/>.

**1. General** 1.1 All services provided by BurnerTech (the "Services") are subject to these terms and conditions.

1.2 The specific details of the Services shall be outlined in a separate document mutually agreed upon (the "Front Sheet"). Each Service shall also be governed by specific terms (the "Specific Service Terms") along with these general terms and conditions of service.

1.3 These terms and conditions, combined with the Specific Service Terms and the Front Sheet, constitute the agreement (this "Agreement") for the provision of Services between the Customer and BurnerTech. In the case of any conflict or inconsistency, the following order of precedence applies: (a) the Front Sheet; (b) the Specific Service Terms; and (c) these terms and conditions.

1.4 No other terms shall apply to the Services provided by BurnerTech unless agreed upon in writing by an authorized representative of BurnerTech or otherwise explicitly stated in these terms and conditions.

1.5 Any descriptions of the Services found on the BurnerTech website or communicated to any recipient of such Services (the "Customer") are approximations and do not constitute part of this Agreement. BurnerTech shall not be liable to the Customer for any errors or omissions on the BurnerTech website, in the BurnerTech catalog, or other forms of advertisement.

1.6 Any advertising of Services on the BurnerTech website is an invitation for the Customer to make an offer to purchase Services, and not a binding offer. BurnerTech's acceptance of the Customer's order occurs when BurnerTech confirms pricing in the Front Sheet, resulting in the formation of a contract between BurnerTech and the Customer.

1.7 These terms and conditions do not apply to the provision of products by BurnerTech, which are subject to separate terms and conditions.

1.8 Clause 7 warrants the Customer's special attention, as it outlines limitations to BurnerTech's liability.

**2. Services** 2.1 BurnerTech shall make reasonable efforts to provide the Services:

i in compliance with applicable laws; and

ii in line with any performance dates specified in the Front Sheet. Such dates, however, are estimates, and timely performance is not guaranteed. BurnerTech is not liable for failure to meet such dates.

### **3. Customer's Responsibilities** 3.1 The Customer shall:

- i collaborate with BurnerTech on all matters related to the Services;
- ii grant BurnerTech and its personnel access to the Customer's premises, data, and facilities as needed, free of charge and in a timely manner;
- iii obtain and maintain all required licenses, consents, and compliance with applicable laws for BurnerTech to provide the Services; and
- iv provide timely and accurate documents, information, and materials required by BurnerTech for the Services.

3.2 If the Customer's actions or omissions hinder BurnerTech's obligations, BurnerTech is entitled to an extension of time equivalent to the delay caused by the Customer.

### **4. Charges** 4.1 The charges for the Services are detailed in the Front Sheet.

4.2 All charges exclude VAT and other relevant local sales taxes, which will be added by BurnerTech in accordance with applicable law.

4.3 BurnerTech may annually increase charges based on the percentage increase in the local consumer price index over the preceding 12 months. The first increase applies on the first anniversary of the Front Sheet's signature, with subsequent increases based on the latest available index.

**5. Payment** 5.1 Unless otherwise specified in the Front Sheet, all charges are invoiced monthly in arrears. BurnerTech issues monthly invoices for Services provided during that month. The Customer must pay all invoiced amounts within 30 days of receipt.

5.2 Failure to make timely payments grants BurnerTech rights, including immediate payment of all outstanding amounts, application of a compensation charge, interest charges, and the suspension of Services until payment is settled.

**6. Warranties and Remedies** 6.1 BurnerTech warrants that Services will be provided with reasonable care and skill. If Services do not meet this standard, BurnerTech will re-provide the relevant Service.

6.2 The Customer's remedies are limited to those expressly outlined in these terms and conditions, and no other implied warranties are granted.

6.3 The Customer acknowledges its responsibility for ensuring ordered Services are suitable for intended purposes.

**7. Liability** 7.1 BurnerTech is not liable (in negligence, contract, or otherwise) for:

a) Indirect or consequential loss or damage; b) Loss of revenue, profits, productivity, business, or goodwill; or c) Economic loss or damage to reputation.

7.2 In case of liability, BurnerTech's aggregate liability is as follows:

i For Services provided on the Customer's premises, liability for damage to Customer's property is limited to £10,000; or

ii For other liabilities under these terms and conditions, an amount equal to charges paid or payable in the 12 months preceding the claim.

7.3 BurnerTech's liability for death, personal injury, fraud, or any other matter not legally limited or excluded remains unaffected.

**8. Force Majeure** In the event of a force majeure event, BurnerTech is relieved from obligations during the event. If the event extends beyond fourteen days, BurnerTech may cancel the affected order without liability.

**9. Intellectual Property Rights** 9.1 Intellectual property rights remain with their respective owners or licensors.

9.2 Intellectual property rights in deliverables created by BurnerTech in providing Services vest in BurnerTech. The Customer gains a non-exclusive license to use such deliverables for the purpose of receiving Services. Sub-licensing, assigning, or transferring these rights is prohibited.

9.3 BurnerTech does not guarantee that supplied Services infringe third-party intellectual property rights.

9.4 BurnerTech's logos, trade names, or trademarks are its property. Their use requires prior written permission.

**10. Confidentiality** 10.1 The Customer shall not disclose confidential information obtained in connection with these terms and conditions and shall abide by relevant confidentiality obligations.

10.2 This confidentiality obligation survives Agreement termination.

**11. Term and Termination** 11.1 This Agreement is effective from the Front Sheet's signature date and continues until earlier termination in accordance with these terms and conditions.

11.2 Either party can terminate with 90 days' written notice.

11.3 Termination may occur immediately upon written notice if the other party:

i Takes steps towards winding-up or dissolution; ii Faces insolvency, receivership, or administration; iii Makes an arrangement with creditors or ceases business; iv Becomes unable to pay debts.

11.4 BurnerTech may terminate immediately for Customer default in payment.

11.5 Termination doesn't affect accrued rights or obligations, or provisions necessary for interpretation.

**12. Anti-Bribery** The Customer shall comply with anti-bribery laws and notify BurnerTech of any requests or suspicions of undue advantage.

**13. Modern Slavery** The Customer will prevent slavery and human trafficking within supply chains and report any related issues to BurnerTech.

**14. Data Protection and Customer Information** The parties shall comply with Data Protection Laws when processing Personal Data under this Agreement. Each party shall notify the other of any breaches.

**15. Miscellaneous** 15.1 BurnerTech can assign rights without consent.

15.2 Variations require written agreement.

15.3 Notices must be in writing, delivered by hand, or sent by post or email.

15.4 No delay in enforcing rights constitutes waiver.

15.5 No partnership or agency is created.

15.6 This Agreement is binding on successors.

15.7 Third-party rights under the Contracts (Rights of Third Parties) Act 1999 are excluded.

15.8 This Agreement is governed by English law, with exclusive jurisdiction of English courts.

15.9 If any part is unenforceable, the parties intend interpretation to preserve validity.

© BurnerTech Combustion Engineers 2021.