



Reigate

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Tel no: 0207 5927282	by:
Date: 10/03/2022	Tel (direct):
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Project ref: PRO-51129 30 Lincolns Inn Field 30 Lincolns Inn Field / PRO-51129
Proposal no: QUO-0002-263256/1 / 1
Please quote this proposal number on all correspondence relating to this proposal
Validity: 30 days from the above date

Dear Alpha,

Thank you for your valued enquiry in respect of the above project. I have pleasure in submitting our proposal as detailed herein. The proposal is subject to the additional proposal information detailed within. I trust the enclosed meets with your current requirements and would like to take this opportunity to draw your attention to a few of the benefits of dealing with Mitsubishi Electric Direct.

Enhanced Capital Allowances (ECA) should be available dependant upon the equipment supplied. A list of all Mitsubishi Electric Air Conditioning equipment that qualifies under the ECA directive may be found at www.eca.gov.uk. Enhanced Capital Allowances provide additional tax benefits. I would be happy to explain the ECA calculation and claiming procedures in more detail at the appropriate time.

Commissioning by Mitsubishi Electric: The Technical Services Department of Mitsubishi Electric provides a comprehensive, underwritten commissioning service at competitive rates. This service will give you peace of mind and will hold us fully accountable for this essential element of the installation process.

Training: All of our air conditioning training courses are CPD approved. We have training facilities in Hatfield, Birmingham, Manchester, Wakefield, Bristol, Reigate and our factory in Livingston, Scotland.

Please do not hesitate to contact me at the above office should you wish to amend any details or require any further information.

Assuring you of our best attention at all times.

Regards,
Darren Coomber

REMINDERS

- This quotation is given by Mitsubishi Electric in good faith based upon information provided by you or your company.
- We have not undertaken a site survey to support this quotation. Whilst we endeavour to factor into our quotation any special site conditions or user requirements which you may have expressly identified to us previously in writing, this quotation is not a project system design and is not a confirmation of project volumetric or yield analysis. We recommend that you assess final product selection and make the final system design based upon your own volumetric or yield analysis and project knowledge, including any project requirements which might impact on that selection.
- Please check carefully any requirement for a Mitsubishi Electric product to integrate with any third party equipment. We are not responsible for integration capability of our products with any third party equipment unless we have expressly confirmed that this integration is approved in the current Mitsubishi Electric product specification or in a current technical bulletin.
- If this quote contains Heating Products. Purchasing and installing customers must pass the relevant Heating Training Course before an order can be placed. Call on 0161 866 6089 to book.
- All quotations containing CAHV, CRHV and/or Cascade Systems must be accompanied by a Mitsubishi Electric technical proposal. Please contact your Account Manager if you have not received one.

Qty	Model	Description	Unit Price	Net Price
R410A Heat Recovery VRF Systems				
Ground Floor				
1	PFFY-P25VCM-E.TH (404773)	Floor standing concealed ducted unit	£781.00	£781.00
2	PFFY-P32VCM-E.TH (404774)	Floor standing concealed ducted unit	£788.00	£1,576.00
5	PFFY-P50VCM-E.TH (404777)	Floor standing concealed ducted unit	£863.00	£4,315.00
2	PURY-P200YNW-A1 (492510)	PURY-P200YNW-A1 OUTDOOR UNIT R410A	£5,081.00	£10,162.00
1	CMB-M106V-J1 (486523)	BC CONTROLLER R32 R410A	£2,281.00	£2,281.00
1	CMB-M104V-J1 (486511)	CMB-M104V-J1 BC CONTROLLER R32/R410A	£1,665.00	£1,665.00
7	PAR-41MAA (606129-UK)	Standard wired remote controller	£85.00	£595.00
			Subtotal:	£21,375.00
First Floor				
1	PFFY-P25VCM-E.TH (404773)	Floor standing concealed ducted unit	£781.00	£781.00
7	PFFY-P32VCM-E.TH (404774)	Floor standing concealed ducted unit	£788.00	£5,516.00
1	PFFY-P40VCM-E.TH (404776)	Floor standing concealed ducted unit	£839.00	£839.00
1	PFFY-P50VCM-E.TH (404777)	Floor standing concealed ducted unit	£863.00	£863.00

2	PURY-P200YNW-A1 (492510)	PURY-P200YNW-A1 OUTDOOR UNIT R410A	£5,081.00	£10,162.00
2	CMB-M106V-J1 (486523)	BC CONTROLLER R32 R410A	£2,281.00	£4,562.00
10	PAR-41MAA (606129-UK)	Standard wired remote controller	£85.00	£850.00
			Subtotal:	£23,573.00
Second Floor				
1	PFFY-P25VCM-E.TH (404773)	Floor standing concealed ducted unit	£781.00	£781.00
4	PFFY-P32VCM-E.TH (404774)	Floor standing concealed ducted unit	£788.00	£3,152.00
1	PFFY-P40VCM-E.TH (404776)	Floor standing concealed ducted unit	£839.00	£839.00
1	PURY-P200YNW-A1 (492510)	PURY-P200YNW-A1 OUTDOOR UNIT R410A	£5,081.00	£5,081.00
1	CMB-M106V-J1 (486523)	BC CONTROLLER R32 R410A	£2,281.00	£2,281.00
6	PAR-41MAA (606129-UK)	Standard wired remote controller	£85.00	£510.00
			Subtotal:	£12,644.00
Third Floor				
1	PFFY-P25VCM-E.TH (404773)	Floor standing concealed ducted unit	£781.00	£781.00
1	PFFY-P32VCM-E.TH (404774)	Floor standing concealed ducted unit	£788.00	£788.00
2	PFFY-P50VCM-E.TH (404777)	Floor standing concealed ducted unit	£863.00	£1,726.00



Page: 4
Proposal: QUO-0002-263256/1 / 1
Project: 30 Lincolns Inn Field / PRO-51129
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1	PURY-P200YNW-A1 (492510)	PURY-P200YNW-A1 OUTDOOR UNIT R410A	£5,081.00	£5,081.00
1	CMB-M104V-J1 (486511)	CMB-M104V-J1 BC CONTROLLER R32/R410A	£1,665.00	£1,665.00
4	PAR-41MAA (606129-UK)	Standard wired remote controller	£85.00	£340.00
			Subtotal:	£10,381.00
Lossnay MVHR Units				
19	LGH-15RVX-E-1 (316311)	LGH-15RVX-E-1 LOSSNAY HEAT EXCHANGER I/D	£536.00	£10,184.00
8	LGH-25RVX-E-1 (316312)	LGH-25RVX-E-1 LOSSNAY HEAT EXCHANGER I/D	£632.00	£5,056.00
27	PZ-61DR-E LOSSNAY (279329)	PZ-61DR-E LOSSNAY REMOTE CONTROL	£94.00	£2,538.00
			Subtotal:	£17,778.00
			TOTAL NET PRICE EXCLUDING VAT	£85,751.00

Did you know?

...you can now view price and availability information as well as place orders for products & accessories from our M Series & Mr Slim ranges 24/7 using our new E-Shop site.

Please click on the link to register:

<https://mitsubishi-electric-eshop.mee.com/>

TERMS AND CONDITIONS OF SALE

1. Terms of Contract

1.1. These Terms and Conditions of Sale shall be incorporated into all contracts of sale made by Mitsubishi Electric Europe B.V., a company registered in the Netherlands and operating through its branch registered in England (Hatfield site) (hereinafter referred to as "Mitsubishi") for the sale of any goods and/or ancillary services related to delivery of the goods ("Contract"). Any printed or other terms or conditions used by the person, firm or company placing the order (hereinafter referred to as the "Customer") are excluded. Mitsubishi shall not be bound by any terms or conditions in the Customer's order. If the Customer's order contains any terms and conditions, then these Terms and Conditions of Sale shall take precedence over such terms and conditions in the Customer's order which shall be deemed deleted without notice.

1.2. Amendment of any Contract can only be made by agreement between the parties and to bind Mitsubishi must be made in writing and signed by an authorised official of Mitsubishi. Any such amendment will entitle Mitsubishi to adjust the price and delivery dates appropriately.

2. Quotations and Acceptance of Orders

2.1. No quotation by Mitsubishi shall constitute an offer. Quotations may be withdrawn at any time.

2.2. A Contract shall only be formed upon issue of Mitsubishi's standard acknowledgement of order form.

2.3. Mitsubishi shall not be obliged to accept any order and reserves its entire discretion in this respect.

3. Specification

3.1. Goods will be supplied in accordance with Mitsubishi's standard specification for the relevant type. Mitsubishi reserves the right to make such improvements to and modifications of such specification as it or its suppliers think desirable in all circumstances.

4. Packaging

4.1. The specification for packaging the products shall be entirely at the discretion of Mitsubishi who shall have the right to pack all products in such manner and with such materials and in such quantities as it in its absolute discretion thinks fit and shall not be obliged to comply with any packaging instructions or requests of the Customer.

5. Delivery and Risk

5.1. a) In the case of all UK sales involving delivery within the UK the goods will be delivered by Mitsubishi to the Customer's premises. Goods shall be at the Customer's risk immediately on delivery into the Customer's premises (or into custody on Customer's behalf if sooner) and should be insured accordingly.

b) Unless otherwise agreed, in the case of all non-UK sales involving delivery outside the UK the goods will be delivered FOB the premises or port nominated by Mitsubishi. Risk of loss and damage to the goods shall pass to the Customer upon delivery FOB the place nominated by Mitsubishi. The goods shall, once the risk has passed to the Customer in accordance with this clause, be and remain at the Customer's risk at all times unless and until Mitsubishi has taken possession of the goods and the Customer shall insure accordingly.

5.2. A delivery schedule should be agreed with Mitsubishi prior to placing the order. While Mitsubishi will endeavour to comply with such or any other agreed time(s) for delivery, Mitsubishi shall not in any circumstances be liable for any failure to do so or any delay in delivery.

5.3. Mitsubishi reserves the right to charge carriage, insurance and storage in cases where the Customer refuses to accept delivery of goods supplied by Mitsubishi in response to a duly authorised order received from the Customer.

5.4. Goods shall be signed for on receipt. Any alleged shortages, discrepancies or damage must be notified to Mitsubishi within 15 days of receipt of goods by notice in writing addressed to:

Mitsubishi Electric Europe B.V.
Travellers Lane
HATFIELD
Herts
AL10 8XB
For the attention of: Credit Dept.

5.5. The Customer agrees not to re-sell outside the UK any goods supplied by Mitsubishi and covered by the Export of Goods (Control) Order 1989 (or any re-enactment thereof) or the Export Administration Act 1979 (as amended) (or any re-enactment thereof) without obtaining all necessary licences thereunder and agrees not to resell such equipment in the UK to a purchaser, knowingly or being given reasonable grounds to suspect by the purchaser that the purchaser intends to export such equipment without first obtaining such licences or a copy of such licences obtained by the purchaser, and the Customer agrees to impose upon persons purchasing such equipment obligations corresponding to those set out above.

6. Property and Risk

6.1. Mitsubishi shall retain title to the goods until it has received payment in full of all sums due in connection with the Contract or any other account. For these purposes Mitsubishi has only received a payment when the amount of that payment is irrevocably credited to its bank account.

6.2. The Customer shall store goods owned by Mitsubishi in such a way that they are clearly identifiable as Mitsubishi's property and shall maintain records of such goods identifying them as Mitsubishi's property. All goods supplied by Mitsubishi in the Customer's possession shall be presumed to belong to Mitsubishi (unless the Customer can prove otherwise).

6.3. Until title to the goods has passed to the Customer in accordance with Clause 6.1 Mitsubishi shall be entitled to trace the proceeds of sale of any goods owned by Mitsubishi. Such proceeds shall be held by the Customer on trust for Mitsubishi and at Mitsubishi's request will be paid into a separate bank account.

6.4. Customer will not give less than fourteen (14) days' notice to Mitsubishi before applying to the Court for appointment of an administrator. Failure to give such notice shall be deemed to be a fundamental breach of the Contract.

6.5. Customer's right to possession of the goods will cease at the earliest of the following dates:

6.5.1 the date of a notice given under Clause 6.4 or the latest date on which such notice should have been given.

6.5.2 the date on which the Customer commits any act or makes any omission which would entitle a receiver to take possession of any asset or would entitle any person to present a petition for winding up or to apply for an administration order in respect of the Customer or any event referred to in Clause 6.6 occurs.

6.6. If the Customer fails to make any payment to Mitsubishi when due, compounds with its creditors, executes an assignment for the benefit of its creditors, commits any act of bankruptcy or, being a company, enters into voluntary or compulsory liquidation or has a receiver, manager, administrator or administrative receiver appointed over all or parts of its assets or takes or suffers any similar action in consequence of a debt or becomes insolvent or if Mitsubishi has reasonable cause to believe that any of these events is likely to occur, Mitsubishi shall have the right, without prejudice to any other remedies:

6.6.1 to enter without prior notice any premises where goods owned by it may be, and to repossess and dispose of any goods owned by it so as to discharge any sums owed to it by the Customer under the Contract or any other agreement;

6.6.2 to require the Customer not to resell or part with possession of any goods owned by Mitsubishi until the Customer has paid in full all sums owed by it to Mitsubishi under the Contract or any other agreement;

6.6.3 to withhold delivery of any undelivered goods and stop any goods in transit;

6.6.4 to amend the payment terms of the Contract at its sole discretion, so as to require of the Customer on five (5) days' notice issued by post or email: to make the immediate payment of all monies owing to Mitsubishi on a date of Mitsubishi's choosing; to pay cash with order; and/or to make payment(s) on any other terms instructed by Mitsubishi; and

6.6.5 to terminate a respective Contract, or any other agreement or accepted order, in part or full, at the sole discretion of Mitsubishi without incurring any liability by giving the Customer no less than seven (7) days' notice by post or email.

6.7. Unless Mitsubishi expressly elects otherwise, any contract between it and the Customer for the supply of goods shall remain in existence notwithstanding any exercise by Mitsubishi of its rights under Clause 6. The Customer shall be responsible for any costs and expenses incurred by Mitsubishi in exercising its rights under this Clause 6.

6.8. Nothing in this Clause 6 shall give the Customer any right to return the goods. Mitsubishi may sue the Customer for the price when due (without prejudice to its other rights hereunder) notwithstanding that the property in the goods may not have passed to the Customer.

6.9. The Customer acknowledges that Mitsubishi is the absolute owner of Mitsubishi's "Intellectual Property Rights" (being any patents, inventions, copyright and related rights, trade marks, trade names, rights to goodwill or to sue for passing off rights in designs, rights in computer software, database rights, rights in confidential information (including know-how), utility models and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world) and the Customer shall not assert or attempt to assert any rights in relation to Mitsubishi's Intellectual Property Rights. Mitsubishi shall not be liable for claims arising from an infringement of third party Intellectual Property Rights.

6.10. The Customer shall not use or exploit Mitsubishi's Intellectual Property Rights, and in no circumstance shall the Customer reproduce, modify, adapt, merge, translate, disassemble, decompile, recompile or reverse engineer any of Mitsubishi's Intellectual Property Rights or any software embedded in, or forming part of (directly or indirectly) Mitsubishi's goods and/or ancillary services related to delivery of the goods, or create derivative works based on the whole of or any part of the software or incorporate the software into any other software program not provided by Mitsubishi, and the Customer undertakes to only use any such software in the operation of the goods and/or ancillary services related to delivery of the goods.

6.11. The Customer shall indemnify Mitsubishi and keep Mitsubishi indemnified from and against all claims, damage, losses, costs (including all reasonable legal costs), expenses, demands or liabilities arising out of or in connection with any claim alleging that Mitsubishi has infringed the Intellectual Property Rights of a third party in supplying the goods and/or ancillary services related to delivery of the goods in accordance with the Customer's instructions or to a specification provided by the Customer.

7. Price and Payment

7.1. Unless agreed separately and in writing by Mitsubishi the price of the goods shall be the price ruling in Mitsubishi's current Trade Price List at date of despatch. Mitsubishi has the right to alter the prices contained in the Trade Price Lists at any time without prior notice and it shall notify the Customer of any price variations before despatch of the goods and the Customer shall be entitled upon receiving notification of such variation to cancel the Contract by written notice to Mitsubishi delivered within seven (7) days of such notification without incurring liability to Mitsubishi.

7.2. Unless otherwise agreed in writing all money due to Mitsubishi shall be paid by the end of the month following the date of the invoice. Any sums unpaid shall thereafter bear interest at 2% per calendar month accruing from day to day.

7.3. The Customer agrees and acknowledges that Mitsubishi reserves the right by notice in writing to withdraw any credit facility offered to the Customer in the event the Customer's financial standing deteriorates to a level whereby it is unable to pay its debts as they fall due; or Mitsubishi has reasonable cause to believe that the foregoing is imminent and/or reasonably likely to occur during the term of the Contract(s), as determined by Mitsubishi either: (i) acting alone or (ii) in conjunction with its credit insurance provider (a "Financial Change").

7.4. In the event that credit is withdrawn due to a Financial Change, Mitsubishi may:

7.4.1 at its option, without incurring any liability, cancel any undelivered or incompletely portion of the Contract, or cancel any other agreement with the Customer and stop the manufacture and/or delivery of any goods;

7.4.2 change the Customer's account to a cash with order account; and

7.4.3 without prejudice to any other rights, demand immediate payment of any outstanding amounts which shall thereupon become due and payable.

7.5. Unless otherwise agreed in writing for goods to be delivered by Mitsubishi to a shipping destination outside the UK, the Customer undertakes to make payment by irrevocable letter of credit, confirmed by a first class London or Scottish clearing bank, at least ten (10) days prior to the scheduled delivery date.

7.6. Should the Customer make default in any payment or commit any act of bankruptcy or be the subject of a bankruptcy petition or execute an assignment for the benefit of his creditors, or, being a company, enter into voluntary or compulsory liquidation or suffer a Receiver or Administrator to be appointed over all or any part of his or its assets, then without prejudice to any other rights or remedies Mitsubishi may at its option without incurring any liability cancel any undelivered or incompletely portion of the Contract or cancel any other contract with the Customer and stop any goods in transit, and may without prejudice to any other rights demand immediate payment of any outstanding amounts which shall thereupon become due and payable.

8. Guarantee and Exclusions

8.1. The goods will be subject to the standard form of guarantee for the relevant products. Mitsubishi may amend its guarantee from time to time on giving written notice to the Customer and the Customer will utilise such replacement guarantee and no other from the date of notice, including in respect of existing stock of Mitsubishi goods.

8.2. In view of the giving by Mitsubishi of such guarantee it is agreed between Mitsubishi and the Customer that the following are fair and reasonable.

8.2.1 All terms, conditions and warranties which might otherwise be implied by statute or common law into the Contract are excluded, save anything implied by Section 12 of the Sale of Goods Act 1979 (Warranty as to Title) as amended from time to time.

8.2.2 The Customer does not and has not relied upon Mitsubishi's skill or judgement or on any representation made by or on behalf of Mitsubishi in connection with the Contract and/or the goods, unless such representation was contained in any printed specification or technical data published by Mitsubishi, or was given in writing and signed by a director of Mitsubishi.

8.2.3 Mitsubishi shall not in any event be liable in connection with any representation unless the same was contained in any printed specification or technical data published by Mitsubishi, or was given in writing and signed by a director of Mitsubishi.

8.2.4 The guarantee and the remedies expressly set out shall be the full extent of Mitsubishi's liability which will not in any event exceed: (i) the cost of repair, replacement or credit, at Mitsubishi's option, of the goods and/or (ii) the cost of re-performance of any ancillary services related to delivery of the goods proven to not conform to Mitsubishi's specification. Mitsubishi shall not in any circumstances be liable for any other loss or damage whatsoever, including any consequential loss or any loss of profit, earnings or receipts or increased costs howsoever arising in any way in connection with the Contract or the goods and/or ancillary services related to delivery of the goods.

8.3. Mitsubishi shall not be liable for the goods' failure to comply with its specification pursuant to clause 3, and any guarantee offered to the Customer in accordance with clause 8.1 shall not apply if:

(a) The Customer makes any further use of such goods after giving Mitsubishi notice of any alleged defect not in conformance with Mitsubishi's specification;

(b) the alleged defect arises because the Customer failed to follow Mitsubishi's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the goods or (if there are none) good trade practice;

(c) the defect arises in connection with or as a result of Mitsubishi following any instruction, drawing, design or specification supplied by the Customer, or an affiliate, agent or subcontractor of the Customer, or any other information supplied by the foregoing prior to delivery of the goods;

(d) the Customer, or an affiliate, agent or subcontractor of the Customer, alters, modifies or repairs such goods without the written consent of Mitsubishi; or

(e) the defect arises as a result of fair wear and tear, willful damage, negligence, or abnormal working conditions.

9. Returned Goods

9.1. The Customer shall be responsible for the cost of carriage and insurance in respect of all goods returned by the Customer to Mitsubishi for service or credit which goods shall be at risk of the Customer until actual receipt thereof by Mitsubishi.

9.2. Mitsubishi will not accept returned goods for credit or rectification unless such return has been authorised in writing by the appropriate Department of Mitsubishi or otherwise confirmed in accordance with that Department's returns procedure and the goods are received by Mitsubishi in stock condition and Mitsubishi reserves the right to determine at its sole discretion whether to accept the return of the goods or whether to rectify the goods or whether to issue a credit note in respect thereof.

10. Cancellation

Orders, once accepted, cannot be cancelled by the Customer without Mitsubishi's written approval, in which case the Customer agrees to indemnify Mitsubishi for all loss suffered by it as a result of an approved cancellation. Mitsubishi may in any event terminate any Contract in part or full, or any other agreement or accepted order subject to these Terms and Conditions of Sale, at any time without incurring any liability; by giving the Customer no less than seven (7) days' notice by post or email.

11. Technical Information and Trademarks

11.1. All technical information, specifications and drawings and any confidential information of any kind coming into the possession of the Customer in connection with any of Mitsubishi's products remain the property of Mitsubishi and shall not be used by the Customer other than for the performance of any contract between Mitsubishi and the Customer. All documents shall be returnable on request.

11.2. All information of a technical nature and particulars of goods and performances given by Mitsubishi are given in good faith, but no responsibility is accepted by Mitsubishi for their accuracy and their supply shall not be used to found liability on Mitsubishi's part.

11.3. The Customer shall not do any act in relation to the goods to which Section 6 of the Trade Marks Act 1938 (as amended) applies, namely the Customer shall not:

11.3.1 Apply any trade mark of which Mitsubishi is the proprietor or registered user ("Mitsubishi Trade Mark") to the goods after they have suffered any alteration in their state or condition, get-up or packing;

11.3.2 Alter partly remove or partly obliterate any Mitsubishi Trade Mark;

11.3.3 Apply any other trade mark to the goods;

11.3.4 Add any other matter in writing that is likely to injure the reputation of any Mitsubishi Trade Mark.

12. Availability of Goods

Delivery is subject to the availability of the goods and if, owing to non-availability of such goods or any other cause beyond the control of Mitsubishi, Mitsubishi shall be unable to carry out its obligations hereunder it shall be entitled to determine this Contract forthwith by giving notice in writing to the Customer to that effect.

13. Severability

In the event that any of these Conditions or any part of any of them shall be held to be invalid or unenforceable, such invalidity or unenforceability of such condition or part thereof shall not affect the validity and enforceability of all remaining Conditions and parts of Conditions.

14. Proper Law and Jurisdiction

14.1. This Contract shall in all respects be governed by English Law.

14.2. The Customer submits to the non-exclusive jurisdiction of the English Courts, without prejudice to the right of Mitsubishi to bring any action before any other courts having jurisdiction.

15. COVID-19 and Brexit

15.1. The (i) global spread, and subsequent pandemic waves, of coronavirus ("COVID-19"), and (ii) the process of the United Kingdom's exit from the European Union and direct and indirect consequences of the foregoing ("Brexit") are, together and/or separately, reasonably likely to result in material delay to component procurement, production, shipment and delivery and in other supply chain delays which in turn may cause delays in any delivery date or completion of Mitsubishi goods and/or ancillary services related to delivery of the goods, whether foreseen or unforeseen (together, and separately, a "Special Delay").

15.2. As prevailing special condition to any Mitsubishi quotation, and without prejudice to these Terms & Conditions, the Customer acknowledges and agrees that any indicated or proposed date, milestone or other time period set out in a Contract and/or in any other document, email, purchase order, order acknowledgment or communication (in oral or recorded form) is to be construed solely as an estimate for time of delivery or performance; and any provision or term to the contrary is deemed amended and to be interpreted in accordance with this clause.

15.3. Any Special Delay shall not be grounds for the Customer to terminate or cancel an order for goods and/or ancillary services related to delivery of the goods which is the subject of a Mitsubishi quotation, without Mitsubishi's prior written approval.

15.4. Mitsubishi does not accept liability for any loss, cost, liquidated damages or any unascertained, general or special damages of any nature whatsoever or any other claim or fine or expense (directly or indirectly) connected to COVID-19 or Brexit.

15.5. If either party becomes aware of the likelihood of delay or any actual delay in delivery or performance resulting from a Special Delay, the party first aware of the Special Delay shall use all reasonable endeavours to notify the other party of the same in writing, by recorded post, whereupon Mitsubishi shall issue a revised delivery date or alternative remedy