



Reigate

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Pages: 5	From: Matthew Bryant
To: Paul Bushell	Tel (direct):
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TN161DP	(mobile):
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Fax no:	Email: Matthew.Bryant@meuk.mee.com
Tel no: 01959 564777	Prepared Matthew Bryant
Date: 02/07/2020	by:
	Tel (direct):
	Email: Matthew.Bryant@meuk.mee.com

Project ref: PRO-26732 84 Fitzjohns Avenue 84 Fitzjohns Avenue / PRO-26732
Proposal no: QUO-0006-83202 / 3
Please quote this proposal number on all correspondence relating to this proposal
Validity: 30 days from the above date

Dear Paul,

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,
Matthew Bryant

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.



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Qty	Model	Description	Unit Price	Net Price
System 1 - 110% Diversity				
1	PUMY-SP125VKMR1.TH (338633)	PUMY-SP125VKMR1.TH COMPACT OD UNIT R410A	£3,119.00	£3,119.00
2F-03				
1	PFFY-P63VCM-E.TH FLOOR (404780)	Floor standing concealed ducted unit	£855.00	£855.00
2F-09				
1	PEFY-P50VMS1-ER2.TH DUCTED INDOOR UNIT (250500)	PEFY-P50VMS1-ER2.TH DUCTED INDOOR UNIT	£727.00	£727.00
3F-02				
1	PFFY-P25VCM-E.TH (404773)	Floor standing concealed ducted unit	£751.00	£751.00
2	CMY-Y62G-E Branch Joint PUMY-P (165132)	CMY-Y62G-E Branch Joint PUMY-P	£57.00	£114.00
			Subtotal:	£5,566.00
System 2 - 126% Diversity				
1	PUMY-SP112VKMR1.TH (338560)	PUMY-SP112VKMR1.TH COMPACT OD UNIT R410A	£2,772.00	£2,772.00
2F-05				
1	PFFY-P32VCM-E.TH (404774)	Floor standing concealed ducted unit	£758.00	£758.00
2F-10				
1	PFFY-P40VCM-E.TH (404776)	Floor standing concealed ducted unit	£807.00	£807.00
3F-03				
1	PFFY-P25VCM-E.TH (404773)	Floor standing concealed ducted unit	£751.00	£751.00
3F-06				

Mitsubishi Electric Europe B.V. incorporated in the Netherlands with limited liability. Registered in England as a branch No. BR003391. Place of registration: Travellers Lane, Hatfield, Hertfordshire, AL10 8XB. This document is confidential and may also be privileged. If you are not the intended recipient, please notify this office immediately. You may not copy it, use it for any purpose nor disclose its contents to any other person. This quotation is issued subject to Mitsubishi Electric's Terms & Conditions of Sale.



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1	PFFY-P20VCM-E.TH (404768)	Floor standing concealed ducted unit	£723.00	£723.00
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3F-08				
1	PFFY-P25VCM-E.TH (404773)	Floor standing concealed ducted unit	£751.00	£751.00
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4	CMY-Y62G-E Branch Joint PUMY-P (165132)	CMY-Y62G-E Branch Joint PUMY-P	£57.00	£228.00
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			Subtotal:	£6,790.00
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Controllers				
1	AE-200E (276612)	AE-200E CENTRALIZED CONTROLLER	£1,840.00	£1,840.00
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1	PAR-40MAA LOCAL CONTROLLER (412592)	PAR-40MAA LOCAL CONTROLLER	£81.00	£81.00
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1	PAC-YG82TB-J (284558)	WALL MOUNTED PLASTIC ENCLOSURE FOR AE-200E	£103.00	£103.00
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			Subtotal:	£2,024.00
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			TOTAL NET PRICE EXCLUDING VAT	£14,380.00
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SPECIAL CONDITION: COVID-19 IMPACT DISCLAIMER

The global spread of coronavirus (“**COVID-19**”) is liable 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, whether foreseen or unforeseen (together, or separately, a “**COVID-19-related Delay**”). **As a prevailing special condition to our quotation**, and without prejudice to our Terms & Conditions of Sale, you acknowledge and agree that any indicated or proposed date, milestone or other time period set out in this 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 the terms of this Disclaimer.

Any COVID-19 Delay will not be grounds for you to terminate or cancel your order for the goods or services that are the subject of our quotation.

Mitsubishi Electric Europe B.V. and its employees, agents and/or subcontractors do 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, whether directly or indirectly connected to: (i) any COVID-19-related Delay or (ii) the applicable terms of trading. In the event that we proceed to contract with you, where either party becomes aware of the likelihood of delay or any actual delay in delivery or performance resulting from a COVID-19-related Delay, the party first aware of the COVID-19-related Delay shall use its reasonable endeavours to notify the other of the same in writing by recorded post to the other party.

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. 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 authorized official of Mitsubishi. Any such amendment will entitle Mitsubishi to adjust the price and delivery dates appropriately.

2. Quotations and Acceptance of Orders

No quotation by Mitsubishi shall constitute an offer. Quotations may be withdrawn at any time. Mitsubishi shall be bound by an order only upon issue of Mitsubishi's standard acknowledgement of order form. Mitsubishi shall not be obliged to accept any order and reserves its entire discretion in this respect.

3. Specification

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

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 retaken 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.

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 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 this or any other contract;
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 this or any other contract; and
6.6.3 to withhold delivery of any undelivered goods and stop any goods in transit.

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.

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 7 days of such notification without incurring liability to Mitsubishi.

7.1.1 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.

7.1.2 Unless otherwise agreed in writing for sales destined for export outside the UK payment by the Customer shall be made by irrevocable letter of credit, confirmed by a first class London or Scottish clearing bank at least ten days prior to the scheduled delivery date.

7.1.3 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 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 the cost of repair, replacement or credit, at Mitsubishi's option, of the goods. 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. This limit shall not apply to breach of the implied warranty of title, negligently caused death or personal injury or liability of Mitsubishi under the Consumer Protection Act 1987 to a person injured by a defective product.

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 without mutual written agreement, in which case the Customer agrees to indemnify Mitsubishi for all loss suffered by it as a result of cancellation.

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.