

TERMS & CONDITIONS OF SALE

Shiva Air Conditioning Ltd.

Registration No. 508657

Directors: Mr. S. Harkin, Mrs. L. Harkin

Conditions of Sale

The Customer acknowledges that, if its terms and conditions of purchase differ from these Conditions of Sale, they should be valid only to the extent that they are accepted and confirmed in writing by Shiva Air Conditioning Ltd: otherwise these terms and conditions of sale shall prevail and shall govern the terms of contract between Shiva Air Conditioning Ltd and the Customer.

Orders, Acceptances, and Contracts

1. All orders, acceptances, and contracts are subject to these conditions and nothing (whether expressed or implied by statute, regulation or common law, trade practice or otherwise) is to vary or override them unless agreed to in writing and signed on behalf of Shiva Air Conditioning Ltd.
2. No term or condition in any order given by any Customer which is inconsistent with these conditions will apply.
3. All brochures, catalogues, manuals and other like materials are issued by way of general description only and nothing contained therein nor any representation of specifications, or weight and dimensions, are approximate only unless expressed to be an essential term of the contract.
4. Specifications as to performance shall be subjected to usual tolerances and rejection limits.
5. No contract shall be formed until Shiva Air Conditioning Ltd have accepted an order. The placing of an order by the Customer shall not constitute a contract even though Shiva Air Conditioning Ltd shall previously have issued a quotation.
6. Where goods are manufactured or ordered by Shiva Air Conditioning Ltd to the design or specification of the Customer, the Customer shall accept a price which may vary within a tolerance of 15% from the quotation actually ordered, and in the event of any such validation Shiva Air Conditioning Ltd may adjust the price accordingly.
7. On projects which are heavily equipment based, Shiva Air Conditioning Ltd reserve the right to include an initial deposit amount clause in the contract, of up to 70% of the total sum of the contract amount, to minimise risk against equipment supplied.

Supply Only Orders

1. Orders may be made either by direct order at the prices stated in Shiva Air Conditioning Ltd.'s current price list or, where Shiva Air Conditioning Ltd has given a written quotation, based on such quotation.
2. Prices stated in Shiva Air Conditioning Ltd.'s current price list are exclusive of the cost of packing, carriage, insurance and VAT. Small orders are subject to Shiva Air Conditioning Ltd.'s current minimum charge.
3. All prices and quotations are tendered without commitment and are subject to withdrawal or variation at any time prior to an order being accepted by Shiva Air Conditioning Ltd.
4. Shiva Air Conditioning Ltd reserves the right, in the case of imported goods, to adjust prices in line with movements in foreign exchange rates in the event of a fluctuation of more than 2% in the relevant exchange rate between the date of contract and the date of delivery.
5. All quotations are made on the understanding that the whole of the quantity quoted for will be ordered, otherwise Shiva Air Conditioning Ltd reserves the right to revise the quotation.
6. No equipment will be released for dispatch until Purchase Order and Payment Confirmation is cleared.

Guarantee and Limitation of Liability

1. Every effort is made to ensure sound materials and goods, and workmanship, but Shiva Air Conditioning Ltd gives no additional warranty expressed or implied of materials, outside of specified manufacturer's warranty.
2. Shiva Air Conditioning offer the following Standard Manufacturer's Warranty unless specifically stated:
 - (a) Where the goods are manufactured by Toshiba, within sixty calendar months of delivery.*
 - (b) Where the goods are manufactured by Mitsubishi, LG, Daikin, or Panasonic, within thirty-six months of delivery.*
 - (c) Where the goods are manufactured by any other brand, as per manufacturer's warranty.*
3. Shiva Air Conditioning Ltd do not provide warranty of any sort on equipment supplied by the customer and/or third parties.
4. Shiva Air Conditioning Ltd do not provide warranty of any sort on existing equipment on site which is to be relocated to another position in the building and/or moved to another building location (including export)
5. Where materials or workmanship are proved defective to the satisfaction of Shiva Air Conditioning Ltd in the event the installation were carried out by Shiva Air Conditioning Ltd, the installation will be repaired or replaced free of charge provided that Shiva Air Conditioning Ltd shall have been notified in writing of the defects within the following time limits:
 - (a) Where the goods are manufactured by Toshiba, within three calendar months of delivery.*
 - (b) Where the goods are manufactured by Mitsubishi, LG, Daikin, or Panasonic, within three calendar months of delivery.*
 - (c) Where the goods are manufactured by any other brand, or equipment supplied by the client, within 1 week of delivery.*
6. Where equipment proved defective to the satisfaction of Shiva Air Conditioning Ltd and/or the equipment were supplied by Shiva Air Conditioning Ltd, the goods will be repaired or replaced free of charge if Shiva Air Conditioning Ltd shall have been notified in writing of the defects within the following time limits:
 - (a) Where the goods are manufactured by Toshiba, within sixty calendar months of delivery (parts & labour costs included)*
 - (b) Where the goods are manufactured by Mitsubishi, within thirty-six months of delivery (parts replacement only)*
 - (c) Where the goods are manufactured by LG, within thirty-six months of delivery (parts replacement only)*
 - (d) Where the goods are manufactured by Daikin, within thirty-six months of delivery (parts replacement only)*
 - (e) Where the goods are manufactured by Panasonic, within thirty-six months of delivery (parts replacement only)*
 - (f) Where the goods are manufactured by any other brand, within 1 week of delivery (parts replacement only)*

**Proof of regular maintenance to equipment (example: maintenance record) from a certified and competent company must be provided to keep warranty intact on all equipment supplied by Shiva Air Conditioning. Equipment must be maintained and serviced minimum once every 6 month period.*

5. In the event of any such repair or replacement being carried out, the said periods of guarantee shall not be extended beyond the guarantee period of the original equipment.
6. The provisions of this clause shall, where applicable, apply to any equipment, including software programmes, supplied with goods notwithstanding that such software shall form part of the sale.
7. Shiva Air Conditioning Ltd shall assume no liability for losses or damage incurred as a result of:
 - (a) Inappropriate or improper use or storage by the Customer prior to commencement of operations.
 - (b) Incorrect assembly or repairs by the Customer or third parties.
 - (c) Natural wear and tear, incorrect or careless treatment, or unsuitable operation techniques.
 - (d) Maintenance work by unqualified staff or third parties. (Minimum requirement CG2079)
 - (e) Factors beyond Shiva Air Conditioning Ltd.'s control. (Abnormal weather, etc.)
 - (f) Any defect in goods or components which were not supplied by Shiva Air Conditioning Ltd.
 - (g) Any technical advice given to Shiva Air Conditioning Ltd other than in writing.
 - (h) Electrical interference or electrical surge from mains source.
 - (i) Penetration of dust or moisture to the goods.
 - (j) Any modifications made to the goods by the Customer or third parties.
8. Shiva Air Conditioning Ltd shall not be liable for defects when the Customer fails to provide Shiva Air Conditioning Ltd with sufficient time and the opportunity to carry out repairs and/or deliver alternative goods. In urgent or exceptional cases, Shiva Air Conditioning Ltd may authorize the Customer to repair the goods himself or have them repaired by a third party and to claim reimbursement of the expenses involved therein. Such authorization will only be effective if given in writing.
9. Shiva Air Conditioning Ltd will not be liable for loss or profit or other consequential damage howsoever caused.
10. Where goods are manufactured by Shiva Air Conditioning Ltd to the design or specification of the Customer, Shiva Air Conditioning Ltd shall give no guarantee or warranty that such goods shall be suitable for any given purpose.

Delivery and Carriage Charges

1. Shiva Air Conditioning Ltd does not give any warranty as to rate or time of delivery, and no mention of a rate or time of delivery in any order, quotation or acceptance is binding on Shiva Air Conditioning Ltd.
2. Shiva Air Conditioning Ltd will not accept responsibility for loss from package, damage, wrong delivery, seven days after the delivery of the consignment and unless Shiva Air Conditioning Ltd is given an opportunity of inspection.
3. Shiva Air Conditioning Ltd will not accept responsibility for loss of a whole consignment or any separate package forming part of a consignment unless a complaint is immediately made to Shiva Air Conditioning Ltd within 1 day after the date of an invoice relating to such a consignment.
4. If within 14 days of being given notice by Shiva Air Conditioning Ltd that the goods are ready for despatch, the Customer fails to take or give instructions for delivery, Shiva Air Conditioning Ltd may place the goods in storage and the Customer shall be liable to pay Shiva Air Conditioning Ltd.'s reasonable storage charges.
5. Unless delivery in one consignment is specifically requested, goods will be despatched as they become available and each part delivery will be treated as a separate contract and invoiced separately.

Installation and Commissioning

1. These Conditions of Sale shall apply where appropriate to the installation and commissioning of any equipment of Shiva Air Conditioning Ltd.
2. The cost of installation and commissioning shall in each case be charged for, in addition to the cost of any goods supplied.
3. Unless otherwise agreed in writing by Shiva Air Conditioning Ltd, such work shall be charged at the hourly/daily rate applicable, or and agreed lump sum figure, to the personnel engaged. Additional costs shall also be invoiced in the event, where through no fault of Shiva Air Conditioning Ltd, it shall prove impossible to carry out the work on time, or in accordance with the agreed standards or specifications, or the work required exceeds that anticipated by the Customer and/or its parties. In the event of follow-up works (handovers, demonstrations, etc.) The Customer shall reimburse Shiva Air Conditioning Ltd at a cost for all materials and expenses. Additionally, such charges may be levied in all cases where through no fault of Shiva Air Conditioning Ltd, additional personnel need to be deployed to a complete a project on time.
4. Should the cost of refrigerant increase from time of original quotation, Shiva Air Conditioning Ltd reserves the right to invoice separately for the difference in these costs.
5. Additional Call-Out/Hourly Charging- The hours engaged in such additional troubleshooting, repairing, installation, and commissioning work shall be recorded by Shiva Air Conditioning Ltd personnel and can verified/inspected by the Customer at all intervals throughout the works. If the Customer shall fail to verify, then Shiva Air Conditioning Ltd will submit an invoice on the basis of the records as drawn. We reserve the right to include car parking costs, and travel time for personnel on final invoice.
6. The Customer shall ensure that adequate accommodation and facilities are available for troubleshooting, repairing, installation and commissioning work, and that all lighting, protective barriers, MEWP equipment, scaffolding, drying rooms, canteens, wc's, (where applicable) is ready and available and in a fit state and condition. If the Customer shall fail to comply with those requirements it shall compensate Shiva Air Conditioning Ltd for supplying this service, and all time wasted by Shiva Air Conditioning Ltd.'s personnel waiting upon said service.

Title and Risk

1. The property and title in all goods supplied by Shiva Air Conditioning Ltd to the Customer shall remain property of Shiva Air Conditioning Ltd until the entire of the purchase price and all other sums due by the Customer to Shiva Air Conditioning Ltd in respect of such goods and service have been paid in full.
2. If any amount owing by the Customer to Shiva Air Conditioning Ltd is due and unpaid, Shiva Air Conditioning Ltd may without prejudice to any of its other rights or remedies, repossess and resell any of the goods to which such amounts relate, and for that purpose the Customer hereby authorizes Shiva Air Conditioning Ltd, its servants or agents, to enter upon its premises, and/or a end users premises, at all reasonable times and without notice to the Customer.
3. For so long as the title and property in goods remain in Shiva Air Conditioning Ltd, the Customer shall hold such goods as bailee for Shiva Air Conditioning Ltd and store the goods safely and suitably and to clearly show them to be the property of Shiva Air Conditioning Ltd and identifiable as such.
4. Notwithstanding the foregoing, whilst the title and property in the goods remain in Shiva Air Conditioning Ltd, and provided no notice in writing to the contrary has been served by Shiva Air Conditioning Ltd on the Customer, the Customer may deal with the goods in the ordinary course of business including selling or otherwise disposing of same product that:
 - (a) The Customer shall not be entitled to pledge or create any lien, charge or other encumbrance whatsoever on the goods.
 - (b) The Customer shall not be entitled to sell or otherwise dispose of the goods at a price less than the price at which the Customer agreed to purchase the goods from Shiva Air Conditioning Ltd.
 - (c) The Customer shall not be entitled to claim ownership of title of goods supplied by Shiva Air Conditioning Ltd during the sale process, unless previously agreed in writing.
 - (d) If the Customer shall sell or otherwise dispose of the goods, the Customer shall hold so much of the monies received for the goods, as does not exceed the amount due and unpaid by the Customer to Shiva Air Conditioning Ltd, in respect of such goods in trust for Shiva Air Conditioning Ltd and undertakes to place any such monies so held on trust, in a separate bank account and upon request shall provide details of such monies and such accounts to Shiva Air Conditioning Ltd.
5. In the event of the Customer mixing goods, the title and property in which remain with Shiva Air Conditioning Ltd, with other goods then provided, the goods supplied by Shiva Air Conditioning Ltd remain an identifiable and separate constituent of such mixed goods, the title and property in the goods supplied by Shiva Air Conditioning Ltd shall notwithstanding such mixing remain in Shiva Air Conditioning Ltd, with the consequent obligations on the Customer under this clause 5 in relation to the portion of any proceeds of sale of the mixed goods referable to the identifiable and separate constituent goods supplied by Shiva Air Conditioning Ltd the title and property in which remain with Shiva Air Conditioning Ltd.
6. Shiva Air Conditioning Ltd may without prejudice to the foregoing and as part of the consideration for the sale of the goods require the Customer to assign any claim which the Customer may have against any third party who may have purchased the goods whether in respect of the proceeds of sale or otherwise.
7. The provisions of this clause shall not entitle the Customer either to refuse or delay payment or to require Shiva Air Conditioning Ltd to unwillingly accept the return of the goods, on the ground that the title and property in the goods remain with Shiva Air Conditioning Ltd as aforesaid.
8. In the event of the Customer being declared bankrupt or having a Receiver, or Examiner appointed, or a Petition presented, or resolution passed for its winding up, all sums unpaid by the Customer for goods supplied by Shiva Air Conditioning Ltd shall notwithstanding that credit terms otherwise agreed shall not have expired become immediately due and payable, and the Customer's right to deal in the ordinary course of business or otherwise sell or dispose of goods, the title, and property in which remains with Shiva Air Conditioning Ltd shall automatically and immediately terminate.
9. Each of the above sub-paragraphs of this clause shall be regarded as creating separate terms and conditions under the contract and in the event that any one shall be void or unenforceable such voidances or unenforceability shall not affect the validity of the remaining sub-paragraphs hereof.

Payment

1. Payment of the price shall be made within 30 days net from the delivery of the goods or the date of the invoice, time being of the essence. If delivery of the goods or materials shall have been prevented or delayed by the Customer, payment shall be made by the due dates as if there had been no such prevention or delay.
2. Acceptable payment forms include, SEPA, Bank Transfer, Bank Draft with Receipt, or Cash. Cheque payments must be cleared in advance before dispatch of goods and/or services.
3. Shiva Air Conditioning Ltd reserves the right to charge interest on any invoice remaining unpaid for more than 30 days from the invoice date at the rate of 5% per month to be calculated on a daily basis from the invoice date to the date of receipt of payment.
4. If the Customer defaults in making payment on the due date of the sum due to Shiva Air Conditioning Ltd on any account, Shiva Air Conditioning Ltd may suspend deliveries/services (in which event the Customer will be liable for any damage, loss or expense which Shiva Air Conditioning Ltd may thereby suffer) and if such default continues for seven days after date of written notice of Shiva Air Conditioning Ltd.'s intention to invoke the provisions of this condition, Shiva Air Conditioning Ltd may determine the contract.
5. If a Customer commits an act of bankruptcy, or being a company, goes into liquidation, (otherwise than a voluntary liquidation for the purposes of reconstruction or amalgamation which has first been approved by Shiva Air Conditioning Ltd) or has a Receiver, or Examiner appointed, Shiva Air Conditioning Ltd may (without prejudice to the terms of clause 5 hereof) suspend deliveries/services and/or determine the contract.
6. In the event of the determination of the contract for any reason the Customer will be liable to pay forthwith for all work done and materials supplied and may also be liable in damages as for a wrongful repudiation.
7. If goods are returned through no fault of Shiva Air Conditioning Ltd, Shiva Air Conditioning Ltd reserves the right to make a handling charge.
8. In the event that the Customer sells or transfers the Goods to a third party, or End User, before legal and beneficial title has passed to the Customer/End User;
 - (a) Under these Conditions, the proceeds of the sub-sale or transfer (or such proportion as is due to Shiva Air Conditioning Ltd) should be held by the Customer on behalf of the Shiva Air Conditioning Ltd.
 - (b) The Customer shall ensure that such moneys are held separately from, and are in no way mixed with, any other moneys or funds, and that all moneys held on Shiva Air Conditioning Ltd.'s behalf are identified as such.
 - (c) If payment is not made to Shiva Air Conditioning Ltd within 30 Days of invoice/delivery date (whichever is first), the Customer will be deemed as defaulting on these Conditions of Sale.
 - (d) We will reserve the right to issue a ultimatum demand which will demand full payment of the contract within 5 working days.
 - (e) If ignored, we will view this as fraud.
 - (f) We reserve the right to approach the third party involved and instruct them to recall the payments made to the customer, and re-issue payment direct to Shiva Air Conditioning Ltd.
 - (g) An Garda Síochána will also be notified of any such attempt.
 - (h) If any amount owing by the Customer to Shiva Air Conditioning Ltd is due and remains unpaid, Shiva Air Conditioning Ltd may without prejudice to any of its other rights or remedies, repossess and resell any of the goods to which such amounts relate, and for that purpose the Customer hereby authorizes Shiva Air Conditioning Ltd, its servants or agents, to enter upon its premises, and/or any third parties or end users premises, at all reasonable times and without notice to the Customer.
10. The Customer takes note Shiva Air Conditioning Ltd employs Stubbs Gazette as the firms recognised debt collection agency. Unpaid balances owed to Shiva Air Conditioning Ltd for a period of over ninety days due, may be sold entirely, or part of a block sale as part of an accumulation of multiple outstanding debts, to Stubbs Gazette or any of its associated subsidiaries. While this is a rare occurrence, this may affect the Customers and/or directors (if a limited company) credit rating in the long term

Retention to Title

1. All goods named on quotations and/or invoices are, at all times property of Shiva Air Conditioning Ltd, until amount beside 'Total' on relevant invoice is paid in full.
2. " Identification of Goods" shall be in the form of unique Model, and Serial numbers found on each piece of equipment, which will correspond with our distributors database, and delivery invoices, thus proving our proof of ownership.
3. In the event where ownership has attempted to be transferred to a third-party and/or End User, yet the Customer has repeatedly defaulted on payments, we reserve the right to repossess any relevant equipment, and inform the third-party and/or End User of the position of the Customer. For that purpose, the Customer, and/or End User, and/or Third Parties, hereby authorizes Shiva Air Conditioning Ltd, its servants or agents, to enter upon the Customers premises, and/or any third parties or End Users' premises, to repossess Equipment belonging to Shiva Air Conditioning Ltd based on the Clause 1 above. It is the responsibility of the Customer to notify the end user or third parties involved in the contract of this specific clause.
4. In the event that the Customer sells or transfers the Goods to a third party, or End User, before legal and beneficial title has passed to the Customer, third party, or End User, and without the permission of Shiva Air Conditioning Ltd, we reserve the right to immediately repossess all goods relevant to that sale (from End User if necessary) if:
 - (a) The Customer has knowingly midway, or close to end of installation, contracted another third party other than Shiva Air Conditioning Ltd to complete any installation works started initially by Shiva Air Conditioning Ltd, on the Customers behalf.
 - (b) The Customer has used an unqualified member of staff or third party to complete any installation/commissioning/handover works initially started by Shiva Air Conditioning Ltd, on the Customers behalf. (which will also be reported to the EPA for violation of both SI No.278/2011 & SI No.279/2011 Fluorinated Greenhouse Gas Regulations)
 - (c) The Customer has knowingly falsely claimed ownership of title to equipment, supplied by Shiva Air Conditioning Ltd, and accepted payment from third party or End User, with no intention of forwarding payment to Shiva Air Conditioning Ltd.
 - (d) During the installation the Customer is in the process of being declared bankrupt or, being a company, going into liquidation (otherwise than a voluntary liquidation for the purposes of reconstruction or amalgamation which has first been approved by Shiva Air Conditioning Ltd) having a Receiver, or Examiner appointed, or a Petition presented, or resolution passed for its winding up.
5. In the Event the Customer is a Landlord or Main or Mechanical Contractor acting on behalf of the final End User; if the Customer defaults on payment, Shiva Air Conditioning Ltd reserve the right for all associated equipment to be repossessed from the End Users' premises, regardless of claims of payment to Customer. It is the responsibility of the Customer to notify the end user or third parties involved in the contract of this specific clause.

Preventative Maintenance

1. The same criteria of this document apply to any new preventative maintenance agreement between Shiva Air Conditioning Ltd and the Customer.
2. Multiple premises will be treated as separate contracts and invoiced separately unless at the discretion of Shiva Air Conditioning Ltd.
3. Any spare parts or additional materials will be charged extra, unless previously agreed in writing with Shiva Air Conditioning Ltd.
4. Payments for maintenance contracts are to be made upfront, payments can be made annually, bi-annually, or quarterly depending on Customer preference.
5. In the event preventative maintenance is carried out via a third party:
6. Payment is to be made up front.
7. Customer is to provide Shiva Air Conditioning Ltd with a copy of an up to date Tax Clearance Certificate.
8. Customer is to notify Revenue of works, and deduct RCT (if applicable) on any invoice submitted by Shiva Air Conditioning Ltd 7

Commissioning Works

In the event where Shiva Air Conditioning Ltd has been contracted to commission equipment, which the Customer has purchased independently from a third party, Shiva Air Conditioning Ltd will offer no warranty, or guarantee of operation of said equipment.

Call-Outs, Repairs & Troubleshooting

1. In the event where Shiva Air Conditioning Ltd has been contracted to repair or troubleshoot equipment, which the Customer has purchased independently from a third party, Shiva Air Conditioning Ltd will offer no warranty, or guarantee of operation of said equipment.
2. The hours engaged in such troubleshooting, repairing, installation, and commissioning work shall be recorded by Shiva Air Conditioning Ltd personnel and can verified/inspected by the Customer at all intervals throughout the works. If the Customer shall fail to verify, then Shiva Air Conditioning Ltd will submit an invoice on the basis of the records as drawn. We reserve the right to include car parking costs, and travel time for personnel on final invoice.
3. If the Customer does not currently hold a preventative maintenance contract with Shiva Air Conditioning Ltd, no discount of labour costs will be applied, other than at the discretion of Shiva Air Conditioning Ltd.

Copyright, Patents etc

1. Shiva Air Conditioning Ltd retains all copyrights, patents and the right of legal protection of registered designs in its drawings, diagrams, software, documents and equipment. Drawings, specifications, documents etc. appended to quotations or forwarded to customers are for their personal use only. They may be neither copied in whole or part nor made accessible to third parties without Shiva Air Conditioning Ltd's express written consent. (ii)
2. Any software programme supplied by Shiva Air Conditioning Ltd shall not form part of the sale but the Customer shall be licensed to use such software (together with any updates and modifications which Shiva Air Conditioning Ltd may at its discretion provide) as specified by Shiva Air Conditioning Ltd and if such software shall have been supplied together with goods then it may be used only in connection with such goods.

Health and Safety at work

The Customer or End User (if applicable) will ensure that the goods are properly and safely maintained in accordance with any instructions that shall have been supplied by Shiva Air Conditioning Ltd, and with good trade practice, that they will be safe and without risk to health or safety when being used.

Use of Hazardous Gases & FGAS Refrigerants

The Customer or End User (if applicable) will ensure that the equipment and systems supplied with hazardous gases, including FGAS refrigerants and flammable refrigerants such as R32, are properly and safely maintained in accordance with any instructions that shall have been supplied by Shiva Air Conditioning Ltd or the via manufacturers recommendations, and with good trade practice, that they will be safe and without risk to health or safety when being used. Shiva Air Conditioning Ltd do not provide warranty or accept responsibility of any type in the event of gas breach/leakage on any system installed. All equipment is pressure tested to industry standards upon installation before being commissioned to ensure no leaks are present in the system being installed. The Customer or End User (if applicable) is encouraged to request to inspect this procedure at time of testing if required. After this test is carried out to a satisfactory standard, Shiva Air Conditioning Ltd accept no responsibility whatsoever should physical damage to property, and/or health damage occur at any time in the future due to a gas leak occurring in the system.

General

1. Shiva Air Conditioning Ltd's personnel will not be responsible for failure to fulfil any term of this contract if fulfilment is delayed, hindered or prevented by any circumstances whatsoever which are not within its control including but not by way of limitation strikes, lockouts, fire explosion, any curtailment, failure or cessation of public utilities or services, or of supply of the products from any of Shiva Air Conditioning Ltd's personnel's existing suppliers or of any national or local port transportation or other authority or any body or person purporting to be or act for such authority. The Customer after notifying Shiva Air Conditioning Ltd's personnel in writing shall be free to purchase from other suppliers any deficiency caused by the operation of this condition. (b)
2. All contracts entered into by Shiva Air Conditioning Ltd's personnel shall be determined in accordance with the law of the Republic of Ireland.
3. A 'Contract' can be agreed only by Mr Stephen Harkin, Mrs Linda Harkin, Mr Gary Harkin, Ms Ciara Gahan, in writing, fax, or electronic mail with one on the above signatures. Recorded telephone conversations will not be deemed agreement to any contract.
4. A "Customer" can be either the final End User or a third-party business. (ex. Management Company, Shop Fitter, Builder, Main Contractor, Mechanical Contractor, etc.) "Customer" use in this document refers to the person/company placing the order with Shiva Air Conditioning Ltd.
5. A "End User" refers to the final user/operator of the equipment. An example would be when Shiva Air Conditioning Ltd supply and install equipment and services at the request of a Landlord of an example building (Landlord is deemed the 'Customer'), who pays Shiva Air Conditioning Ltd for the contract. The Landlord (Customer) then rents out the building to a tenant. The tenant is legally deemed the 'End User' and obliged to maintain the installed equipment whilst abiding by the following laws:
 - a. European Commission Regulations No 842/2006
 - b. Irish Regulations SI No 278/2011
 - c. Irish Regulations SI No 279/2011
 - d. The End User must only use personnel CG2079 certified to service, maintain, install, or decommission equipment, as well as keep compliant with any new legislation on the EPA website (www.epa.ie)
 - e. It is the responsibility of the End User, and not Shiva Air Conditioning Ltd to keep a record of any type of maintenance and works carried out on equipment containing refrigerant on the End User's premises, in accordance with F-Gas regulation EC 842/2006

Enquiries to:
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