

Standard Conditions of Purchase

Definitions

- 1.1 Buyer means the person who buys or agrees to buy the Goods from the Seller.
- 1.2 Conditions means the terms and conditions of sale- set out in this document and any special terms and conditions agreed in writing by the Seller.
- 1.3 Delivery Date means the date specified by the Seller when the Goods are to be delivered.
- 1.4 Goods means the water treatment unit and any ancillary equipment which the Buyer agrees to buy from the Seller.
- 1.5 Price means the price for the Goods excluding carriage, packing, insurance and VAT unless otherwise stipulated in writing.
- 1.6 Seller means HYDROTEC (UK) LIMITED.
- 1.7 Contract means the agreement entered into between the Seller and the Buyer for the sale and purchase of the Goods.

1. General

The Seller offers to sell the Goods described or referred to in the quotation submitted to the Buyer for the price or prices stipulated. Deliveries shall be made in accordance with the terms set out in the quotation or otherwise proposed by the Seller to the Buyer.

2. Variation

These Conditions of Sale apply to all Contracts for the sale of Goods and/or the supply of services entered into by HYDROTEC (UK) LIMITED. They shall apply to the exclusion of and in preference to all and any other terms, conditions or provisions enforced upon, delivered with or referred to in any purchase order, acceptance of order, letter or statement delivered or submitted by the Buyer on behalf of the Buyer or any counter offer made by the Buyer to the Seller whether in negotiation or at any stage in dealings between the Seller and the Buyer and the Seller will not be bound by any standard or printed terms, furnished by the Buyer in any of its documents at any stage in the negotiations or attached to any order submitted by the Buyer to the Seller Save to the extent that any amendment to or variation of the Seller's Terms and Conditions of Sale are expressly accepted in writing by the Seller.

3. Description

All descriptions of the Goods are given by way of identification only and the use of any such description shall not constitute a sale by description. The Seller maintains a policy of continuous product improvement and reserves the right to alter specifications of the Goods without notice at any time before delivery.

4. Sample

If a sample of the Goods has been exhibited to and inspected by the Buyer and/or has been seen working and in operation this Contract shall not constitute a sale by sample nor by reference to the working and operation of the Goods as seen by the Buyer.

5. The Price & Payment

- 5.1. The Price shall be the Seller's price quoted on any price lists available at the time of this quotation or the Price submitted by the Seller to the Buyer whichever shall be the higher and this shall remain valid for a period of 30 days from the date quoted to the Buyer.
- 5.2. Payment of the Price, VAT and all other monies due shall be made within 30 days of the date of invoice.
- 5.3. Interest on overdue payment of the Price shall accrue from the date the correct payment becomes due from day to day until the date of payment at the rate of 2% above National Westminster Bank PLC base rate in force at the time of the invoice (with a minimum of 8%) which shall accrue at such rate after as well as before any judgement.
- 5.4. If the Buyer fails to pay for the Goods within the said 30 day period then the Seller may, without prejudice to any other such remedies available to it: by notice in writing to the Buyer withdraw all credit facilities then granted to the Buyer; and/or charge interest as the rate aforesaid; and/or enter any premises (whether or not of the Buyer) where any of the Goods which might not have been paid for in full (including Goods sold under other Contracts between the Seller and the Buyer) are stored or installed, and recover those Goods; and the Buyer shall use its best endeavours to procure (where required) a right of access for the Seller over any premises not owned or controlled by the Buyer and/or withhold further deliveries (or collections) of Goods ordered by the Buyer until all the Buyer's outstanding

accounts with the Seller have been paid in full together with all interest.

6. Delivery

Delivery of the Goods shall be arranged by the Seller at the cost of the Buyer by carrier or such delivery service as the Seller shall nominate to the Buyer's address on the Delivery Date or to such other address as the Buyer shall have previously notified in writing to the Seller. The Buyer shall make all arrangements to take delivery of the Goods and shall ensure reasonable space and area and turning facilities for the delivery vehicles.

7. Acceptance of Goods

- 7.1. No Goods delivered to the Buyer which are in accordance with this quotation and the Contract will be accepted for return without the prior written approval of the Seller on terms to be determined at the absolute discretion of the Seller.
- 7.2. If the Seller agrees to accept any such Goods for return the Buyer shall be liable to pay (in addition to any other charges) a re-stocking and storage charge. Such Goods must be returned by carriage paid to the Seller in their original shipping carton or crate.
- 7.3. Goods returned without the prior written approval of the Seller may at the Seller's absolute discretion be returned to the Buyer or stored at the Buyer's cost without prejudice to any other rights or remedies the Seller may have.
- 7.4. If the Buyer properly rejects any of the Goods which are not in accordance with the Contract and the agreed specification for the Goods the Buyer shall nevertheless pay the full price for such Goods unless the Buyer gives written notice of rejection of the Goods to the Seller within three days of delivery to the Buyer's premises (as to which time shall be of the essence).

8. Warranties Description and Liability

- 8.1. The Goods shall be manufactured and supplied in accordance with the description contained or described in the Seller's brochures and/or specification (which have been supplied or made available to the Buyer).
- 8.2. The Seller may from time to time make changes in the specification of the Goods which are required to comply with any applicable safety or statutory requirement or which do not materially reduce the quality or fitness for purpose of the Goods.
- 8.3. The Goods are sold with the benefit of the terms of the appropriate Warranty for the Goods supplied to the Buyer:-
 - a) from the date of shipment to the Buyer and when a commissioning certificate is not required for those Goods or
 - b) after the installation and satisfactory commissioning of the Goods by one of the Sellers engineers a form shall be provided to the Buyer containing a warranty in such terms and for such period as determined by the Seller applicable to those Goods;
 - c) the form of Warranty applicable to the Goods sold to the Buyer shall be issued at time of shipment or upon commissioning by one of the Sellers engineers where such commissioning is requiredAND in any event where a commissioning certificate is required the Goods shall not carry the benefit for the Buyer of any warranty whether expressed or implied until the same have been satisfactorily installed and a commissioning certificate has been issued.
- 8.4. If the Seller's engineer upon request of the Buyer is requested to attend the Buyers premises and inspect the Goods and installation thereof but no fault is found then the Buyer will be charged for the cost incurred by the Seller for the visit and inspection of such engineer.
- 8.5. Except where the Buyer is dealing as a consumer as defined in the Unfair Contract Terms Act 1977 as amended or varied from time to time all other warranties conditions or terms relating to fitness for purpose merchantability description condition or otherwise and whether applied by statute or implied by Common Law or otherwise are hereby excluded.

9. Loss or Damage in Transit

The Seller shall not be liable for any damage, loss, non-delivery or shortage suffered by the Goods whilst in transit unless the Buyer has given written notice of any claim to the Seller within 3 days of delivery (or of the scheduled delivery date in the case of total non-delivery), or within such longer period as the Seller may notify to the Buyer

which is sufficient to enable the Seller to comply with its carrier's requirements for claims.

10. Retention of Title

- 10.1. The Goods shall be at the Buyers risk from the time of delivery.
- 10.2. Notwithstanding the delivery of the Goods to the Buyer the property and title in the Goods shall remain with the Seller and shall not pass to the Buyer until:
 - (a) The Buyer shall have paid the Price plus VAT and all other monies due in full; and
 - (b) Shall have paid all other sums outstanding and due from the Buyer to the Seller.
- 10.3. Until the title, property and the Goods are passed to the Buyer in accordance with these provisions the Buyer shall:
 - (a) Hold the Goods in a fiduciary capacity as the Seller's bailee;
 - (b) Where this is practicable shall store the Goods separately from other goods, so that they may be readily identified as the Seller's property;
 - (c) Upon demand, return the Goods to the Seller or allow the Seller's authorised personnel and vehicles access to any premises where they may be stored in order to recover them and provide facilities for their collection and recovery as may be reasonable and properly required;
 - (d) Not resell or otherwise deal with the Goods, except with the written consent of the Seller provided that if the Buyer shall nevertheless deal with or sell the Goods whether or not with the Seller's consent the entire proceeds of sale or otherwise of the Goods shall be held in trust for the Seller and shall not be mixed or intermingled with any other money of the Buyer or paid into any overdrawn Bank Account and shall be maintained separately and at all material times shall be identified as the Seller's money.
 - (e) The Buyer shall not pledge or in any way charge by way of security any of the Goods.
 - (f) The Buyer shall insure and keep insured the Goods to their full price and value against all reasonable risk to the reasonable satisfaction of the Seller until the date when the property and title in the Goods passes from the Seller to the Buyer and shall produce evidence thereof to the Seller upon request.
 - (g) The Buyer shall keep the Goods in good order and repair and functioning properly pending the date when the property entitlement shall pass to the Buyer.

11. Trade Marks

The Buyer shall not remove, alter, deface or tamper with any of the marks, names or numbers affixed to or marked on the Goods, or allow anyone else to do so.

12. Force Majeure

If manufacture and/or delivery is delayed by any cause beyond the reasonable control of the Seller a reasonable extension of time for delivery shall be granted and the Buyer shall (if reasonably required) pay such reasonable extra charges as shall have been occasioned by the delay.

13. Installation

The Seller will only be liable in respect of installation for the Goods carried out by itself, its employees, agents or authorised or approved contractors or sub-contractors, but will not be liable in any case where there are direct contractual relations between the Buyer and any other party not being the Seller. The Buyer shall be responsible for the safety of the personnel of the Seller or of its sub-contractors whilst on the Buyer's premises or the premises where the Goods are being installed, and shall comply with all relevant statutory requirements and shall maintain adequate insurance against the appropriate risks and as required by law.

14. Liability and Limitation

The Seller shall be under no liability whatever to the Buyer for any indirect loss and or expense (including loss of profit) suffered by the Buyer rising out of a breach by the Seller of this Contract and in the event of any breach of this Contract by the Seller the remedies of the Buyer shall be limited to damages only and in no circumstances shall the liability of the Seller exceed the price of the Goods.

15. Jurisdiction

This Contract is subject to the law of England and Wales.