

# Advanced Water Treatment (UK) Ltd “The Company” **Conditions Of Sale**

## 1. TERMS AND CONDITIONS AND WARRANTY

- a) All quotations are given all orders are accepted and all goods supplied under these conditions, and any special conditions attached by the company in writing. No addition thereto shall have effect unless it is in writing signed by a Director of the Company and these conditions shall prevail over any terms or conditions in any order or other document of the customer.
- b) Subject to condition 10 below the Company warrants that goods supplied will comply with the description contained in the Company's current catalogue and/or the specifications contained in the quotation. Save where the Customer is in dealing with the Company as a Consumer, all other conditions, guarantees representations and warranties, including but not limited to, warranties relating to merchantability and fitness for a particular purpose written or oral whether implied by statute, common law or otherwise are hereby excluded.

## 2. PRICES

- a) All prices quoted in the Company's quotation are based on the Company's current costs are (except where otherwise expressly agreed in writing) subject to variation prior to dispatch of goods.
- b) Unless expressly stipulated all quotations and invoices shall be net of tax and the company shall be entitled to add value added or similar sales tax payable to any invoice.

## 3. DELIVERY DATES

- a) All delivery dates quoted are estimated only and are not binding on the Company. Whilst every endeavour will be made to comply with these dates the Company shall have no liability whatsoever for any delay in dispatch or delivery or for any loss occasioned thereby.
- b) Should expedited delivery be agreed and necessitate overtime or other additional costs the Company shall be entitled to charge to the Customer for all overtime and other additional costs so incurred.

## 4. MINIMUM ORDER

There is a minimum order charge of £50. Carriage and packing costs will be charged on all orders.

## 5. DELIVERY

We reserve the right to add to the price a reasonable charge for containers or packing. We also reserve the right to deliver goods in pack sizes which differ from those ordered.

## 6. DELIVERY AND PAYMENTS

- a) On Sales within the United Kingdom delivery shall be made at the address agreed in writing by the parties or (if none) to the Customers works. Carriage costs not included in the price quoted in the Company's quotation will be invoiced separately to the Customer. Goods shall be accepted when delivered and if not so accepted the Company may charge all subsequent transport storage and other costs incurred.
- b) On Overseas sales unless otherwise agreed in writing at the time of or prior to acceptance by the Company of the Customer's order all goods are supplied and delivered ex works.
- c) The Customer shall inspect all goods as soon as is reasonably practicable after delivery and shall in any event give writing to the Company and to the carrier within three days of delivery as to any alleged shortfall or defects. Any such notice must specify the particular defect and must be accompanied by the goods returned in its original packaging.
- d) Each installment or part delivery delivered or to be delivered shall be deemed to be an independent contract upon these terms and conditions.

## 7. PASSING OF RISK

- a) The risk in goods to be supplied shall pass (if there is no agreed place for delivery) when the notice is given to the Customer that the goods are ready for collection by the Customer or (if there is an agreed place for delivery) either on delivery by the Company into the hands of a carrier or (where the Company is itself the carrier) on delivery to such agreed place. No other responsibility shall be incurred by the Company for damages or loss in transit. b) If (where the Company is itself the carrier) goods are not accepted when delivered in accordance with Condition 6(a) and are retained in or returned to the custody of the Company the risk in such goods shall pass at the time of tendering delivery to the Customer and the goods shall thereafter be held by the Company entirely at the Customer's risk.

## 8. TIME OF PAYMENT

- a) Payment in respect of sales within the United Kingdom shall become due for goods supplied hereunder on receipt of an invoice and (where applicable) before delivery of goods save where the Customer has a valid credit account with the Company, then payment in respect of all goods is due within 30 days of invoice date, or if agreed, by the end of the month following the month of invoice ("Net Monthly Account"). If payment is not received in full within (7) days thereof the Company reserves the right to then charge interest on any account outstanding on a day to day basis at the rate of (8%) above the reference rate published by the Bank of England for the applicable period. Such interest to be charged from the due date for payment until the date payment is actually received.
- b) Customers are not entitled to withhold payment of invoices nor to make deductions from invoices on account of any claim against the Company of any nature whatsoever. Nothing in this clause, however, shall prevent the Company from charging for storage of goods the delivery of which has been wrongfully refused by the Customer. The due date for payment by the Customer shall be of the essence.

## 9. PASSING OF PROPERTY AND SUB SALES

- a) If the Customer shall purport to sell goods to a sub-purchaser when the property therein remains vested in the Company under the provisions hereof the Customer shall be deemed (as between the Company and the Customer only) to sell the same as agent for the Company. The proceeds of any such sale shall be paid into a separate bank account opened for the purpose in the joint names of the Customer and the Company and the Company shall be entitled to the said proceeds in priority to any creditors of the Customer whether secured or unsecured.
- b) If the Customer incorporates the goods into other goods in any way title to those goods shall forthwith vest in the Company.

## 10. LIABILITY

- a) The Company shall incur no liability for direct or consequential loss injury or damage to persons or property from any cause whatsoever as a result of the handling of goods not in accordance with any safety instructions which may be issued from time to time or supplied by the Company with the goods or with any Government regulations or codes of practice from time to time in force. Any liability incurred by the Company for any direct, indirect or consequential loss injury or damage to persons or property resulting from any negligence delay, defect or failure in the goods or from any cause whatsoever shall be limited to a sum equal to the charges for the goods or that part so affected. In no circumstances shall liability attach to the Company in respect of delay, defect in the goods or any default resulting from the specification from the Customer of unsuitable material.

## 11. FORCE MAJEURE

- a) The following paragraphs of this clause shall apply in the case of "Force Majeure" which phrase shall mean:
- (i) any circumstances (including Act of God) beyond the control of the Company or
- (ii) fire, flood, power failure, reduction of power supplies, mechanical failure or lack or shortage of materials (not being due to the wilful act or wilful default of the Company) or
- (iii) (whether or not within the Company's control) strikes, lock-outs, industrial disputes or action taken by the Company or any other person, firm or company in connection therewith or in consequence or furtherance thereof.
- (b) In the event of Force Majeure there shall be no breach of this contract. However the duties and obligations of both parties under this contract shall be suspended for so long as Force Majeure subsists. The delivery date shall be deferred for a period equal to the length of such suspension unless the Force Majeure has resulted in the destruction of any goods to be provided in which case the Company may nominate a new delivery date.
- c) Should any period of suspension last for ninety days or more the Customer may by notice in writing to the Company elect to terminate the contract and take delivery of any part of the goods available. The Company may make a proper charge for all goods so provided.
- (d) Notwithstanding paragraphs (b) and (c) above the Company shall be under no liability to the customer in the event of the Company's failure, delay or default in carrying out its obligation due in whole or in part to Force Majeure.

## 12. RESERVATION OF TITLE

All goods supplied to the Customer by the Company are subject to the following conditions.

- i) Title to the Goods & Services shall remain vested in the Company and shall not pass to the Customer until the purchase price for the Goods & services has been paid in full and received by the Company. Until title to the Goods & Services passes:
- a) The Company shall have authority to retake, sell or otherwise deal with and/or dispose of all or any part of the Goods & Services;
- b) The Company and its agents and employees shall be entitled at any time and without the need to give notice enter upon any property upon which {the Goods & Services or any part are stored, or upon which the Customer reasonably believes them to be kept;
- c) The Customer shall store or mark the Goods & Services in a manner reasonably satisfactory to the Company indicating that title to the Goods & Services remains vested in the Company; and
- d) The Customer shall insure the Goods & Services to their full replacement value, and arrange for (the Seller) to be noted on the policy of insurance as the loss payee.
- ii) Irrespective of whether title to the Goods remains vested in the Company, risk in the Goods shall pass to the Buyer upon delivery
- iii) The Customer is hereby given authority to sell the goods whilst they are still the property of the Company provided that the entire proceeds of sale resulting there from are held on trust for the Company absolutely and are not mixed with any other monies not retained for the benefit of the Company and such monies shall be identified as the company's money.

## 13. REMEDIES

Termination of any contract for whatever causes shall not effect the rights or remedies of either party in respect of any antecedent breach or in respect of any sum of money owing or to become owing by the other.

## 14. APPLICABILITY OF CONDITIONS

These conditions shall apply (subject to variation or amendment as prescribed by clause 1 hereof) to all transactions between the Company and the Customer notwithstanding any variation, waiver or forbearance agreed, given or granted for the Company in respect of any previous transaction between them.

## 15. NOTICE

In every case where notice is required to be given such shall be deemed to be served when delivered by hand or posted to the last known address of the party to be served.

## 16. LAW

These conditions shall be governed by and construed in accordance with the laws of England.

## 17. HEADINGS

Headings are inserted for ease of reference alone and shall not affect the meaning or interpretation of these conditions.

## 18. "CALL OUT"

Any and all instances of the Company attending any customer site to carry out any works, including advisories will be chargeable as a "call out" unless otherwise quoted. The Company has a standard call out charge of £325 per call out including 4 hours on site.

## 19. CANCELLATION

Once an order has been placed, goods or services requested, cancellation of this order is subject to a cancellation fee of up to 100% of the order value.

Acceptance of delivery constitutes acceptance of Advanced Water Treatments (UK) Ltd Conditions of Sale.