

Geoquip Water Solutions Limited and Hydrodif Products Ltd

Terms & Conditions of Sale

1. INTERPRETATION

The following terms shall have the following meanings

- 1.1 "The Company" shall mean Geoquip Water Solutions Limited, Safewater, a Division of Geoquip Water Solutions Limited OR Hydrodif Products Ltd
- 1.2 "The Purchaser" shall mean anyone whether a person or persons or body corporate who places an order with the Company for a product
- 1.3 "Product" shall mean the goods to the sale of which these terms apply and any reference thereto shall be deemed to include a part or parts thereof, and any reference to a product or part thereof in the singular shall be deemed to include the plural and vice versa
- 1.4 The general headings to the paragraphs herein are for reference only and shall not affect the construction or interpretation of these terms and conditions or any part thereof.

2 GENERAL

- 2.1 All products are sold subject to the terms and conditions contained herein.
- 2.2 No verbal, written, or other addition hereto or variation hereof shall be effective.
- 2.3 In the event of any conflict or inconsistency between these Condition and the terms or conditions of any order or acceptance these conditions shall prevail.
- 2.4 The giving of any delivery instructions the acceptance of, or payment for any products or any conduct in confirmation by the purchaser of the transaction hereby contemplated shall constitute unqualified acceptance by the Purchaser of these conditions.

3 ILLUSTRATIONS

All illustrations or descriptive material of any sort including drawings specifications or weight capacity dimensions, output and consumption are for information only and shall not form part of the contract they are approximate only and no warranty or guarantee is given for their accuracy.

4 DESIGN

The Company reserves the right to make at any time such changes in design, construction, composition, materials, arrangement or as it shall think fit without notifying the Purchaser.

5 SUITABILITY OF EQUIPMENT FOR PURCHASER'S REQUIREMENTS

The company accepts no liability if the equipment ordered is in fact unsuitable for the Purchaser's particular requirements unless a full written description of the process in which the equipment is to be used is submitted to the Company with the order

6 SAMPLES

Samples of the products are available for the inspection at the Company's offices. The samples are ex-stock at the time of viewing and are without guarantee and are not representations of colour, specification or performance at the time of delivery.

7 PRICE AND PAYMENT

- 7.1 Payment for products unless otherwise agreed by the company shall be made not later than the last day of the calendar month following despatch of the products by the Company to the Purchaser and no deduction in payment by the Purchaser shall be made in respect of any set-off counter claim whether justified or not. Products remain the property of the Company until paid for in full.
- 7.2 If payment terms are not adhered to, the Company reserves the right to withdraw any agreed discounts. These monies will then become payable immediately in addition to the amount already owed.
- 7.3 The Company shall be entitled to alter the price charged for any products by such amount as the Company shall think it at any time before delivery, in any event of any increase in the cost to the Company in supplying such products unless a fixed price has been agreed previously in writing between the Company and the Purchaser. Carriage charges are additional.
- 7.4 All prices referred to herein exclude Value Added Tax, Purchase Tax or any other tax or duty which is or may be levied or charged the amount of such taxes or duties calculated at the rate prevailing at the appropriate time will be added to such prices and the Purchaser shall account to the Company for such taxes or duties in the same manner as the price of the products as set out in clause 7.1

8 DELIVERY

- 8.1 The estimate of the time given for delivery shall run from the date on which the order has been accepted by the Company. Time shall not be of the essence of the contract.
- 8.2 If the Company is prevented from or delayed in (directly or indirectly) making delivery of products or performing or completing any of its obligations by reason of acts of God, wars, strikes, lockouts, trade disputes or any other industrial action, fires, explosions, breakdowns interruption of transport, Government or administrative action delays in delivery to the Company of any goods or any cause whatsoever (whether or not of the like nature to those specified above) outside its control the Company shall be under no liability whatsoever to the Purchaser and shall be entitled at its option (to be notified to the Purchaser in writing) either to cancel the contract or to extend the time of its performance by a period equivalent to that during which performance by the Company has been prevented by the circumstance herein before referred to.
- 8.3 If the products have not been received by the Purchaser within 2 days of notification of dispatch by the Company or if they have been received but are in a damaged condition or if the quantity received differs from the quantity advised by the Company as dispatched the Purchaser shall immediately give notice in writing to the Company of the relevant facts. If such notice is not received within 2 days of dispatch by the Company

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the Company will not be liable to the Purchaser in respect of any loss or damage suffered and the Purchaser shall accept liability as if all the products had been received and shall not claim against the Company in respect of non or short delivery or damage in transit.

- 8.4 Where products are offered for delivery to site the obligation of the Company is to deliver only as near to the site as hard roads permits. The customer is to provide the Company, free of charge, reasonable assistance in unloading.

9 TRANSFER OF PROPERTY

- 9.1 It is expressly agreed that the property in the ownership of all its products supplied by the Company to the Purchaser shall remain the Company's until payment for the goods has been made in full upon which event the property in and ownership of the products shall pass to the Purchaser

- 9.2 In default of payment within the period specified in clause (7.2) hereof the Company may without prejudice to any other rights or remedies resume possession of the products.

- 9.3 Until the ownership of the products passes as aforesaid, the Purchaser shall be deemed to hold the products as bailee of the company and shall use all reasonable care to keep the products in the same condition as that in which they were delivered to him.

10 GUARANTEE

If during the period of twelve calendar months from the date of despatch by the Company any product proved by the customer to the satisfaction of the Company to be defective by reason of faulty manufacture, or defective materials of manufacture, and the Company is notified within 14 days in writing of the alleged defect becoming apparent and the defective products are returned carriage paid to the Company then the Company shall at its option and without cost to the Purchaser either repair or replace the defective product provided however that:

- 10.1 All products replaced shall be the property of the Company

- 10.2 Failure by the Purchaser to carry out any of its obligations shall relieve the Company of any liability

- 10.3 Notwithstanding anything contained in these conditions the sole liability in respect of products not manufactured by the Company but merely resold shall be to give the Purchaser the benefit of such sums (if any) recovered by the Company from the manufacturer of such products as the Company shall consider reasonable

- 10.4 If without the prior written consent of the Company repairs or replacements are made by the Purchaser to a product the Company shall be under no liability whatsoever under this clause 10 and no allowance shall be made for any repairs or alterations so made

- 10.5 No liability for loss or damage shall attach to the Company until the product has been paid for. The Company shall be under no liability for loss or damage in respect of any product which has not in its absolute opinion been properly installed, maintained and operated save as aforesaid. The liability of the Company in respect of products supplied, or any loss or damage, or secondary or remoter losses attributable thereto (directly or indirectly) is limited to making good by supplying replacements. At the expiration of the periods mentioned in the introduction to clause 10 hereof all liability on the part of the Company in respect of any product shall cease. The Company shall in no way be liable for any consequential loss or damage. The Company shall be under no liability whatsoever including (but without prejudice to the generality of the foregoing) any liability in tort for any defects, or failure of or, unsuitability for any purpose ,the products whether the same be due (directly or indirectly) to act or omission , negligence or willful default of the Company or its servants or agents or to faulty design, manufacture or materials or to any other cause whatsoever including (but without prejudice to generality of the foregoing) any breach by the Company, its servants or agents of any terms of the contract to which these conditions relate.

11 RETURN OF PRODUCTS

Products may not be returned to the Company except by prior written permission of an authorized officer of the Company and such return shall be subject to payment by the Purchaser of handling and restocking charges, transport and all other costs incurred by the Company.

12 IMPLIED CONDITIONS AND WARRANTIES

The Conditions of Sale contain all the terms under which contract of sale are entered into by the Company and by express or implied statement, condition or warranty, statutory or otherwise , not stated herein is expressly excluded.

13 CANCELLATION

If the Purchaser shall make any default in or commit any breach of any of its obligations with respect to payment of any sums due to the Company under any other contract whatsoever or if any distress, execution or other legal process shall be levied upon or served out against the Purchasers property or assets or if the Purchaser shall make or offer to make any arrangements or composition with its creditors or commit any act of bankruptcy or if any petition or receiving order shall be presented or made against the Purchaser or if the Company is a company , any resolution or petition to wind up shall passed or presented, or if a receiver of all or any of its assets shall be appointed then in each and every case the Company shall have the right forthwith or at any time thereafter to determine the contract (except insofar as it relates to products title to which shall already have passed to the Purchaser) and to cancel any outstanding delivery or deliveries hereof payment in respect of any delivery already made shall be immediately due; but entirely without prejudice to any remedy which the Company may have against the Purchaser.

- 14 The Company reserves the right to refuse or ignore countermands for products ready for dispatch or in process of manufacture. The Purchaser shall be liable to the Company for any loss caused to it by the acceptance of any cancellation given by the Purchaser before delivery of any product but it may in any case without prejudice to any of its other rights hereunder in lieu of a claim therefore require a minimum payment to reflect any loss caused to the Company

15 PURCHASER'S CONDITIONS OF PURCHASE

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Any condition set out in the Purchaser's enquiries or Purchase orders are binding on the Company only insofar as they do not conflict with these Terms and Conditions of Sale and in the event of such conflict these Terms and Conditions shall prevail.

16 JURISDICTION

These Terms and Conditions are subject solely to English law and any dispute arising here from shall be settled in accordance therewith.