



1. Business to business – Terms and conditions for sale of goods & services

2. The Buyer's attention is particularly drawn to Clause 19.

3. Definitions

- 3.1.1. Seller means Hydromar Ltd, of Unit 7-9 College Close, Sandown, PO36 8ED.
- 3.1.2. Buyer the person who buys or agrees to buy the goods from the Seller.
- 3.1.2.1. Conditions the terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Seller.
- 3.1.3. Goods the items which the Buyer agrees to buy from the Seller as set out in the Schedule.
- 3.1.4. Price the price for the Goods, excluding VAT and any carriage, packaging and insurance costs.
- 3.1.5. Force Majeure Event has the meaning set out in clause 16.

4. Conditions

- 4.1. These Conditions shall form the basis of the contract between the Seller and the Buyer in relation to the sale of Goods, to the exclusion of all other terms and conditions, including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document.
- 4.2. All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods from the Seller pursuant to these Conditions.
- 4.3. Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.
- 4.4. These Conditions may not be varied except by the written agreement of an authorised person of the Seller.
- 4.5. These Conditions represent the whole of the agreement between the Seller and the Buyer. They supersede any other conditions previously issued.

5. Mistakes in information, errors and omissions.

- 5.1. The buyer will be responsible for the accuracy of all drawings, documentation and information supplied to the Seller in connection with the supply of goods and services.
- 5.2. Any errors or omissions in any drawings, sales literature, quotations, price lists, invoices or other documents and information issued by us shall be subject to correction by us without any liability on the Sellers part

6. Quotations and tenders

- 6.1. No order placed in response to the Sellers quotation will be binding unless accepted by the Seller in writing.
 - 6.2. Quotations or tenders submitted by the Seller shall remain open for acceptance for a period of 30 days from the date of the quote / Tender, unless some other period is specified or accepted.
7. **Price** The Price shall be the price quoted on the Seller's quotation or order acknowledgement.

8. Payment and Interest

- 8.1. Payment of the Price and VAT shall be due within 15 days of the date of the Seller's invoice.
- 8.2. Deviation from these terms will only be valid if confirmed in writing by the Seller.
- 8.3. When deliveries are spread over a period, each consignment will be invoiced as dispatched and each month's invoices will be treated as a separate account and is to be paid accordingly.
- 8.4. If the order value (including VAT) exceeds the maximum limit of any credit account offered to the Buyer, a pre-payment of that or any other amount agreed by the Seller, will be liable for payment in advance of any work being started on the Buyers order.
- 8.5. In the event of failure to pay for any goods or for any delivery or instalment or should the Customers credit limit be exceeded the Seller shall be entitled to suspend further deliveries and work both on the same order and or any other order from the Buyer, without prejudice to any other right the Seller may have.
- 8.6. In the event of any dispute the Buyer shall not be entitled to withhold payment or to any right or set-off against any payment due to the Buyer under this or any other contract.
- 8.7. Interest on overdue invoices shall accrue from the date when payment becomes due calculated on a daily basis until the date of payment at the rate of 8% per annum above the Bank of England base rate from time to time in force. Such interest shall accrue after as well as before any judgment.
- 8.8. The Buyer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted by the Seller.

9. Goods

- 9.1. The Goods are described in the quote.
 - 9.2. The Seller reserves the right to amend or change the specification of the Goods if required by any applicable statutory or regulatory requirements.
10. **Guarantee** The Seller guarantees their work. Where goods supplied are found not to match the ordered specification, through the Sellers error or omission, they will be replaced free of charge or an alternate solution provided as agreed by both the Buyer and Seller.
- 10.1. Any claims under this guarantee must be received in writing within 3 working days from receipt of goods.
 - 10.2. This guarantee is limited by the conditions of clause 19.

11. Delivery of the Goods

- 11.1. All goods will be sold on an ex works basis, unless delivery is included in the Sellers quote.
- 11.2. Delivery of the Goods shall be made to the Buyer's specified address. The Buyer shall make all arrangements necessary to take delivery of the Goods on the day notified by the Seller for delivery.
- 11.3. The Seller undertakes to use its reasonable endeavours to despatch the Goods on an agreed delivery date, but does not guarantee to do so. Time of delivery shall not be of the essence of the contract.
- 11.4. The Seller shall not be liable to the Buyer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the Goods. If short delivery does take place, the Buyer may not reject the Goods but shall accept the Goods delivered as part performance of the contract, and a pro-rata adjustment to the Price shall be made or accept later delivery of the shortfall.
- 11.5. If the Buyer fails to take delivery of the Goods on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for despatch, the Seller shall be entitled to store and insure the Goods and to charge the Buyer the reasonable costs of so doing.

12. Acceptance of the Goods

- 12.1. The Buyer shall be deemed to have accepted the Goods, 3 working days after delivery to the Buyer.
- 12.2. The Buyer shall carry out a thorough inspection of the Goods within 3 working days and give notice in writing to the seller after discovering that some or all of the goods do not comply with the order specification. The Buyer must return the Goods to the Seller and the Seller shall, at its option, repair or replace any Goods that are defective, or refund the price of such defective Goods.
- 12.3. Where the Buyer has accepted, or has been deemed to have accepted, the Goods the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

13. Title and risk Risk shall pass, on collection by the buyer or their agent, or delivery of the Goods to the Buyer's address.

- 13.1. Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Seller and shall not pass to the Buyer until the amount due under the invoice for them (including interest and costs) has been paid in full.
- 13.2. Until title passes, the Buyer shall hold the Goods as bailee for the Seller and shall store or mark them so that they can at all times be identified as the property of the Seller.
- 13.3. The Seller may at any time before title passes and without any liability to the Buyer:
 - 13.3.1. repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Buyer's right to use, sell or otherwise deal in them; and
 - 13.3.2. for that purpose (or determining what if any Goods are held by the Buyer and inspecting them) enter any premises of or occupied by the Buyer.
 - 13.3.3. The Seller may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Buyer.

14. Carriage of Goods Carriage will be chargeable on all sales delivered to the Buyer.

15. **Cancellation** Cancellation of orders in whole or part will only be accepted by the Seller in writing and on condition that all costs and expenses incurred by the Seller up to the time of the cancellation and all loss of profits and other losses or damages resulting to the Seller by reason of such cancellation will be reimbursed to the Seller by the Buyer forthwith.
16. **Termination** The Seller shall be entitled, without prejudice to the Sellers's other rights either to terminate wholly or in any part and every contract between the Seller And the Buyer, or to suspend any further deliveries in any of the following events:
- 16.1. non-compliance by the Buyer with the Sellers terms of payment.
- 16.2. if the Buyer has failed to provide a letter of credit or guarantee, bill of exchange, deposit or other security required by the Seller.
- 16.3. If the Seller obtains unfavourable reports on the financial standing of the Buyer or if the Buyer becomes insolvent or is voluntarily or compulsorily wound up or made bankrupt or has had a Receiver or Administrative Receiver appointed or if the Buyer makes any composition with its creditors generally.

17. Force Majeure

- 17.1. For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Seller including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Seller or any other party), failure of a utility service or transport network, act of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, earthquake, epidemic or similar events, or default of suppliers or subcontractors.
- 17.2. The Seller shall not be liable to the Buyer because of any delay or failure to perform its obligations under this Contract because of a Force Majeure Event.
- 17.3. If the Force Majeure Event prevents the Seller from providing any of the Goods for more than 4 weeks, the Seller shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Buyer.
18. **Sub-Contracting.** The Seller reserves the right to sub-contract the whole or any part of the contract.
19. **Free issue material.** Where the Buyer supplies material on free issue, the Seller will utilise that material to produce the goods ordered by the Buyer. If the Seller raises with the Buyer, concerns about the quality of the free issue material, the Buyer will either:
- 19.1. Instruct the Seller in writing to utilise the material and will absolve the Seller of all liability for any defects in the goods. The Buyer acknowledges that this may result in defective parts and where identified by the Seller, authorises the Seller to manufacture any additional parts to provide the contracted quantity to specification. These additional parts will be charged at the prevailing contract rate. Any parts produced using this material will not be covered by the Seller's guarantee.
- 19.2. Or replace the material at their cost and will reimburse the Seller for any costs incurred resulting from this process, including standing time and part scrappage.

20. **Limitation of Liability** **THE BUYER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

20.1. Nothing in these Conditions shall limit or exclude the Seller's liability for:

20.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

20.1.2. fraud or fraudulent misrepresentation;

20.2. Subject to clause 19.1:

20.2.1. the Seller shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

20.2.2. This clause 19 shall survive termination of the Contract.

21. General

21.1. Notices.

21.1.1. Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office or its principal place of business or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, fax or e-mail.

21.1.2. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action

21.2. **Waiver.** A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

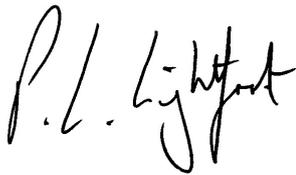
21.3. **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

21.4. **Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.

21.5. This Contract contains the entire agreement and understanding of the parties relating to the subject matter of this Contract and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral.

21.6. **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Seller.

- 21.7. **Governing law.** This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 21.8. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

A handwritten signature in black ink, appearing to read 'P. L. Lightfoot'. The signature is written in a cursive, slightly stylized font.

P L Lightfoot
Director
For and on behalf of the Seller