

TERMS & CONDITIONS OF SALE

General

The "Seller" is Aquatec Group Limited. The "Buyer" is any person or company who buys or has agreed to buy Goods from the Seller. "Goods" means goods provided by the Seller in accordance with the Seller's standard terms and conditions of sale. No contract in respect of the Goods between the Seller and the Buyer shall exist until the Buyer's order has been accepted by the Seller. In the event that the Buyer's order seeks to make the sale subject to terms different from these conditions, acceptance of the Buyer's order by the Seller shall be deemed to be a fresh offer by the Seller on the basis of these conditions.

Prices

Acceptance and quotation validity periods are expressed on the individual quote document. Prices quoted are ex-works unless otherwise stated and do not include VAT or other taxes. Prices to the Buyer are subject to change without notice after the date of the Seller's acceptance of the Buyer's order where the Seller has incurred increased costs due to exchange rate change, import duty change, increased prices from supplier or surcharges. Prices are only valid for the stated payment terms. Any requested variation of payment terms may incur additional fees, including those described below for Credit terms.

Delivery or Availability

Delivery is quoted in accordance with INCOTERMS 2020. Delivery or availability dates quoted by the Seller are best estimates only and in regard to any such dates, time shall not be deemed to be of the essence. Late delivery does not entitle the Buyer to cancel his order. Non-delivery of Goods or receipt of damaged Goods must be notified to the Seller and Carrier within 10 days of receipt of invoice for Goods.

Payment

Payment terms are as stated in the accompanying document. Payments are to be made in Pounds Sterling unless otherwise stated. The Seller reserves the right to charge interest on payments not received by the due date. Interest will be charged at a rate of 3% of the overdue amount per month commencing on the day following the due date. The Seller reserves the right to suspend deliveries and warranty service where payment is not received in accordance with these conditions of sale.

Credit

The Seller is not obliged to offer trade credit. Where trade credit is offered, this will be subject to the Buyer's satisfactory credit history, and may attract an additional service fee. Any trade credit offered will be withdrawn if the agreed credit terms are breached. Where the Seller offers a facility to accept payment by credit card, this will attract an additional 5% handling fee.

Ownership and Risk

The risk in the Goods shall pass to the Buyer in accordance with INCOTERMS 2020. Ownership of the Goods shall not pass from the Seller to the Buyer until the Buyer has made payment to the Seller in full thereof (and any other monies owing to the Seller). At any time the Seller may recover from the Buyer the Goods remaining in the Buyer's possession, and for the purposes thereof may enter upon any premises of or occupied by the Buyer or any third party (with the consent of that third party).

Currency

Where prices are quoted or agreed in a currency other than Pounds Sterling (GBP), if the GBP: Currency exchange rate increases by more than 5% from the rate prevailing on the date of order acceptance to the spot rate as listed by the Bank of England at the time payment is made,

the Seller reserves the right to charge for any excess beyond the 5% increase. Where the rate decreases by more than 5%, the Buyer may request a reduction for any excess beyond the 5% decrease provided payment is made within the stated terms.

Cancellations and Reschedules

Requests to cancel or reschedule orders must be made in writing by the Buyer to the Seller. The Seller is under no obligation to accept such cancellations or reschedules. The Seller reserves the right to make a charge to the Buyer to recover the costs and loss of profit incurred by the Seller due to such cancellation or rescheduling. The Seller may withhold or cancel further deliveries under the contract of sale and may recover all losses resulting there from if the Buyer fails to make payment on the due date under any contract with the Seller or enters into a composition with its creditors, or (being a company) has a receiver appointed or passes a resolution for winding up or if a Court shall order it to be wound up, or commits an available act of bankruptcy.

Change of Design

The Goods will be supplied substantially to the design described in the order. However, the Seller reserves the right to make reasonable changes at its discretion during the execution of the Buyer's orders. Whilst every effort is made by the Seller to ensure the accuracy of any technical data or literature made available in relation to the Goods, the supplier accepts no responsibility for any damage, injury or material loss arising from any errors or omissions in such technical data.

Warranty and Liability

The Seller guarantees to refund the cost of, or at its discretion to repair or replace free of charge, any of the Goods found to its satisfaction to be defective owing to faulty design, materials, or workmanship within 12 months of the date of delivery to the Buyer, provided that in the case of Goods not of the Seller's manufacture its liability under this clause shall in no circumstances extend beyond any corresponding liability to the Seller of the manufacturer of such Goods. All other warranties, conditions and statements expressed or implied, statutory or otherwise, are excluded. Nothing in these Conditions limits or excludes the liability for either party for death or personal injury caused by negligence, fraud or fraudulent misrepresentation.

Force Majeure

The Seller shall have no liability in respect of failure to deliver or perform or delay in delivering or performing any obligations to the Buyer due to any cause of whatsoever nature outside the reasonable control of the Seller, including but not limited to causes arising from acts or omissions of the Buyer.

Origin of Goods

The Seller makes no representation and gives no warranty in respect of the source or origin of manufacture of the Goods.

Export Control Regulations

Some or all of the Goods supplied by the Seller may be subject to Export Control Regulations. Such Goods may not be exported by the Buyer without prior approval of the relevant authorities. It is the responsibility of the Buyer to obtain such approval. Under no circumstances shall the Seller be liable for any loss or damages incurred by the Buyer as a result of the Buyer's contravention of any Export Control Regulations.

Law

These conditions shall be read and construed in accordance with the internal Laws of England. E & OE.