

WATER PROCESS SOLUTIONS LIMITED ('the Seller') STANDARD TERMS & CONDITIONS OF SALE

1. All quotations are made, and all orders and any variations thereto are accepted, subject to the following Terms and Conditions, and no addition thereto, or variation therein, shall be made unless agreed in writing. No officer or employee of the Seller has authority to agree orally to any addition or variation to these Terms and Conditions. These Terms and Conditions supersede any previous Terms and Conditions which were either expressly agreed, or implied into dealings between the Seller and Purchaser and shall have precedence over any terms or conditions included in or on the Purchaser's order or correspondence. Where there is no satisfactory trading record between the Seller and the Purchaser the Seller reserves the right to vary these Terms and Conditions in writing at the time of acceptance of the contract by the Seller.
2. The Seller's quotation is an invitation to order. The Purchaser, by submitting an order, shall be deemed to accept the following Terms and Conditions. A contract is constituted by the Seller's acceptance in writing (whether endorsed on the order or otherwise) sent following receipt of an order, but the Seller is not by that acceptance to be deemed thereby any terms or conditions in or on the Purchaser's order or correspondence.
3. Acceptance. Subject as hereinafter provided, an accepted order will be fulfilled at the price shown on the quotation, provided that an order is received in writing from the Purchaser within 30 days from the date of quotation for equipment supplied on an ex-works basis and 60 days from the date of quotation for equipment packed for export. All quoted prices and periods (whether for equipment or services) are subject to confirmation by the Seller at the time of acceptance of the contract.
4. Price. The prices specified in any quotation are only valid for the equipment and periods specified in such quotation. Unless expressly otherwise stated in writing, all prices are exclusive of all charges of, or costs and expenses incurred by, the Seller in relation to delivery, freight, packaging (except export orders which are inclusive of the cost of packaging), insurance, VAT or any applicable customs or excise duty, and the Purchaser shall pay to or reimburse the Seller in full for all such charges, costs and expenses.
5. Variation in Prices or Periods. The Seller reserves the right to charge a price greater than the quotation price or any agreed price in any of the following circumstances and to vary the specified periods where any of the circumstances listed in Clause 5(a) and (c) apply:- (a) where the Purchaser has requested (whether before or after a contract has been made) any variation whatsoever to the quantity, capacity, form, content, style or description of the equipment specified in the quotation, or has requested an earlier or a later period to that specified in the quotation; (b) where the cost to the Seller of supplying any such equipment or services to the Purchaser increases for any reason outside the direct control of the Seller, including (but without limitation to the foregoing) any steps taken by the Seller to comply with any statutory provisions from time to time in force, and any increase in the price charged to the Seller of any equipment specified by the Purchaser which is bought in from outside suppliers so as to enable the Seller to fulfil the contract with the Purchaser; or (c) where the supply of any such equipment or services is suspended, varied or otherwise delayed by the Purchaser, including (but without limitation to the foregoing) any delay caused by any variation of order by the Purchaser, or failure to provide the Seller with sufficient information to enable the Seller to proceed with, or to complete manufacture of the equipment, or any delay in the approval by the Purchaser of drawings or other specifications.
6. Manufacture will only commence following receipt by the Seller of official written or Emailed order, giving order number, price and full technical specifications, or where relevant, following written acceptance by the Purchaser of any approved drawings, or where relevant, following receipt by the Seller of full and complete technical details which are sufficient to enable the Seller to commence and complete the contract, or following confirmation that any requested letter of credit has been established. All equipment will be finished in the Seller's standard paint finish unless a special finish (at extra cost) is agreed in a written quotation. Production schedules or programmes will only be undertaken in respect of equipment on a 16 week availability or longer.
7. Information and Testing. The price includes one set of drawings giving foundation details and overall dimensions of the Seller's standard equipment, which will be made available as soon as possible at the Purchaser's request, and one operator's manual (in English), which will be supplied with the equipment. Further drawings, reproducible, copies or manuals will, if they are available, be provided at the Purchaser's request, and at extra cost. The availability of such materials will be confirmed by the Seller at the time of such request. All technical publications and catalogues supplied are approximate and descriptive only, and do not form part of the contract. The Purchaser may request the Seller to allow inspection of the manufactured equipment. The Seller will allow such inspection provided that the equipment is ready for inspection, and such inspection takes place within 10 days after the date on which the Seller has notified the Purchaser of the equipment's availability for inspection. Inspection will normally be free of charge although additional charges will be made for witnessing the Seller's standard tests and for any factory running and functional testing. All inspection fees which arise will be the responsibility of the Purchaser. If such inspection has not taken place within such 10 day period, the Seller may, at its own option, either deliver or collect the equipment, or make it available for collection, or place the equipment into storage, whereupon the provisions of Clause 14 will apply. The Seller accepts no responsibility for the accuracy of drawings or specifications supplied by, or on behalf of, the Purchaser.
8. Delivery Dates. Any delivery date stated on a quotation is the date when the equipment is intended to be available for delivery to the Purchaser. Where an availability period is stated on a quotation this period will date from either the date of the Seller's written acceptance of the Purchaser's written order, or (where relevant) from the date of receipt by the Seller of the Purchaser's written acceptance of any approved drawings, or from the date of receipt by the Seller of all technical details which are necessary to enable the Seller to proceed with manufacture, whichever shall be the latest.
9. Delivery. Unless otherwise agreed in writing the equipment shall be delivered by a method chosen by the Seller. The costs of delivery shall be borne by the Purchaser. If the Seller pays for, or incurs all or part of such costs, it shall invoice them to the Purchaser. If the Seller delivers the goods it will invoice the Purchaser at the Seller's standard mileage/ net weight basis. If the equipment is not accepted by the Purchaser when delivered the Seller may charge the Purchaser all transport storage and other costs and

expenses whatsoever incurred by the Seller as a result of such non-acceptance. It shall be the Purchaser's responsibility to off-load the equipment.

10. Risk. Risk in the equipment will pass at the time of delivery to the Purchaser, or Purchaser's agent or independent contractor hired by the Purchaser or (if earlier) at the time payment in full is made for the equipment.
11. Insurance. Once risk has passed the Purchaser shall insure the equipment and keep it insured to its full replacement value against all usual risks including fire, accident, malicious damage, theft and war risks. Unless payment in full for the equipment has been made by the Purchaser to the Seller, then, if the equipment shall be lost or be so damaged with the result that the Purchaser's claim against the Insurers is treated on a total loss basis, the Purchaser shall hold all such insurance monies on trust for the Seller and shall direct its Insurers to pay all monies payable under the appropriate policy of insurance to the Seller, and the Seller will give credit for such monies against the Purchaser's liability under the contract.
12. Title. Title to the equipment will pass to the Purchaser once payment in full has been made for the equipment. Until the Seller has been paid in full for the equipment, the Purchaser holds the equipment in a fiduciary capacity as bailee for the Seller, and legal and beneficial title to the equipment shall remain with the Seller. If the Seller requires, the Purchaser shall, at its own cost, store the equipment in such a way that it is clearly the property of the Seller. The Seller reserves the right of disposal of the equipment and may re-take possession thereof at any time and for that purpose may by its servants or agents enter upon any land or premises occupied by the Purchaser. Without prejudice to the foregoing, the Purchaser shall be at liberty to sell the equipment in the normal course of business, provided that the monies so received are held separately on behalf of the Seller to whom the Purchaser has a fiduciary duty to account to the extent of its indebtedness, a record is kept of the monies so received, and the Purchaser, if so required by the Seller, hands over to the Seller any claims emanating from such re-sale.
13. Packaging. The equipment will be unpacked when collected or delivered by the Seller, the Purchaser or their agents and will be packaged when collected or delivered by an independent contractor or when ordered for export. The equipment will be packaged in accordance with the Seller's standard practice, details of which are available on request, and the packaging will meet any requirements stipulated in advance by any independent contractors or shippers.
14. Storage. The Seller shall be entitled to arrange storage for the equipment if the Purchaser so requests or if the Purchaser in any way delays or hinders delivery. The Purchaser will reimburse the Seller to the extent of all charges of, and all costs and expenses incurred by, the Seller in connection with such storage. The equipment shall be invoiced as at the date that the equipment is put into storage and payment in full for the equipment shall be made in accordance with Clause 15. Once the equipment is in storage the Seller will not have any obligation to take any further steps in relation to the equipment unless and until it has received full instructions from the Purchaser.
15. Invoices and Payment. In invoice will be submitted by the Seller to the Purchaser at the date of despatch from the Seller's works in the case of equipment, and at the date of completion of the relevant services in the case of installation and/or commissioning services. The Seller reserves the right to submit interim invoices. Unless otherwise stated in the Seller's written acceptance, payment in respect of all equipment sold (whether for export or otherwise) shall be due on presentation of invoice and shall be made no later than 30 days from the invoice date. The Seller reserves the right to charge interest at 2% per annum above the base rate of Lloyds Bank plc for the time being in force on all amounts which remain unpaid at the end of such 30 day period from the day after such 30 day period expires until the date of full payment thereof, and to withhold delivery of any equipment due under this or any other contract with the Purchaser while any amounts whatsoever due from the Purchaser to the Seller remain outstanding.
16. Methods of Payments (Export). In respect of an export order, the Seller requires the Purchaser to pay by a confirmed irrevocable Letter of Credit in Pounds Sterling for 100% of the contract value without retentions, to be established at a Prime London Bank in favour of Water Process Solutions Limited, Rochester, Kent, to be drawn upon in full immediately on presentation of shipping documents. The validity of this Letter of Credit should extend at least 6 weeks beyond our anticipated availability of equipment and be established no less than 30 days before the equipment is due for despatch. All payments should be made in Pounds Sterling unless otherwise specified by the Seller.
17. Damage in Delivery. The Seller will not be liable in respect of any damage to the equipment or for any discrepancy in the order, or for any shortage in equipment delivered, or for loss in transit, or for any claim that the equipment delivered does not otherwise comply with the contract unless the Purchaser complies with the requirements of the carrier and of the insurer regarding damage, discrepancy, shortage or loss and unless a claim is made by the Purchaser to the Seller within 7 days of delivery (or if not delivered within a reasonable time from the anticipated date of delivery) and proof of damage occurring before delivery is established to the Seller's satisfaction. All equipment and packaging must be retained and made available for inspection by, or on behalf of, the Seller.
18. Part delivery. The Seller reserves the right to deliver, or make available for delivery, any part of the equipment which has been completed in accordance with the agreed estimated date of availability for despatch. Payment on part deliveries will be in accordance with Clause 15 on a pro rata basis.
19. Safety. The purchaser must comply with all user instructions and safety recommendations issued by the Seller, and must install, commission and maintain the equipment in accordance with good engineering practice, and under the supervision of suitably qualified personnel, and the Seller shall not be liable to the Purchaser for any loss suffered as a result of the Purchaser's breach of the terms of this Clause.
20. Supply Only Contracts. The Purchaser is responsible for all installation work in respect of the equipment. The Seller will provide, if requested by the purchaser, supervision and commissioning services the cost of which will be charged to the purchaser at the Seller's standard rate in force at the time of provision of such services.
21. Supply, Installation and/or Commissioning Contracts. Installation work undertaken by the seller will not (unless otherwise agreed in writing) include work which would normally be performed by builders, joiners, masons, painters, electricians, plumbers or other trades people, nor the supply and erection of scaffolding and the like, nor the provision of fuel, water, gas or electricity, nor the fees of any inspecting authority. The Purchaser will use its best endeavours to ensure that the Seller is given all necessary

assistance in performing all services under the contract and acknowledges that failure due to give such assistance may both increase the quoted price and delay the quoted completion date. The Seller will state the charges for all installation and/or commissioning work in the quotation. The Seller will charge extra for any additional work required.

22. Advice. Advice which the seller, its employees or its agents may give to the Purchaser shall be given in good faith, but the Seller shall not be liable for any loss or damage arising directly or indirectly therefrom, or attributable thereto, unless contained in any written representation issued directly by the Seller.
23. Guarantee. The equipment supplied is guaranteed against all inherent mechanical defects notified to the Seller within a period of 1 year from date of delivery. For such guarantee to be valid the Purchaser must notify the Seller in writing immediately any such defect becomes apparent. If the seller so requires the Purchaser shall return the defective equipment (at the Purchaser's expense) to the Seller. The Seller undertakes that it will, at its own option and at its own expense, and by way of full discharge of its guarantee obligations hereunder, either repair, or supply a replacement for, the defective equipment, or refund any purchase monies paid to it in respect of any such defective equipment, or portion thereof. If title of the defective equipment is at the time of such replacement or refund vested in the Purchaser, then title shall thereupon vest in the Seller. Replacement material for equipment situated outside the U.K. will be supplied F.O.B. U.K. Port. The guarantee given in this Clause 23 shall not be operative and enforceable if the equipment is not operated strictly in accordance with the Seller's instructions, or in respect of any defect arising through damage incurred while being transported after delivery of the equipment, or if the equipment has been altered or modified in any way by the Purchaser or by any other person, or has been repaired or damaged in any way by any person other than the seller, or in respect of any other cause whatsoever which lies beyond the seller's control. Subject to this guarantee all conditions, warranties and representations, whether express or implied (by statute or otherwise) relating to the equipment, are hereby excluded in so far as they can be excluded without such exclusion being void or unenforceable at law.
24. Limit of Liability. Notwithstanding anything stated in the quotation, order or acceptance, the seller's maximum liability under the contract shall be limited to a sum equivalent to the original price paid by the Purchaser to the seller for the equipment supplied and to the amount paid by the Purchaser to the Seller for any supply, installation or commissioning work (if any) undertaken by the Seller. All liabilities in respect of claims (whether arising in contract or negligence or otherwise) for losses of a consequential or contingent nature, howsoever caused (including (but without limitation) losses resulting from delays to, or losses of, production) are hereby excluded provided that nothing in this Clause shall preclude the seller from being liable either under the Consumer Protection Act 1987 or for death or personal injury attributable to the negligence or default of the seller or its agents.
25. Force Majeure. If the seller is unable to perform any obligation under this contract for any cause whatsoever outside its direct control then it will notify the Purchaser in writing of such cause within 7 days. The Purchaser may allow the Seller such extra time to perform the obligation as is reasonable in the circumstances. The seller shall not be liable to the Purchaser for any breach of this contract or for any consequential loss whatsoever suffered as a result of such failure to perform regardless of whether or not the seller has so notified the Purchaser.
26. Termination. The Seller shall have the right to terminate the contract if the Purchaser defaults in, or commits a breach of, the contract or any of its obligations to the seller, or if distress or execution is levied upon the Purchaser's property or assets, or if the Purchaser makes, or offers to make, any arrangement or composition with creditors, or commits any act of bankruptcy, or if any petition or receiving order in bankruptcy is presented or made against the Purchaser, or if (where the Purchaser is a limited company) any resolution or petition to wind up such company's business (other than for the purposes of amalgamation and reconstruction approved in writing by the seller) is passed or presented, or a receiver of such company's undertakings, property or assets or any part thereof is appointed. Such termination shall be effected by written notice of the same being posted by the Seller to the Purchaser's last known address, but this shall be without prejudice to any claim or right the Seller might have or exercise against the Purchaser.
27. The Purchaser warrants that any design or instruction furnished or given by it shall not be such as will cause the seller to infringe any third party's patents, registered designs, trademarks, copyrights or other intellectual property rights in the execution of the Purchaser's order.
28. The Purchaser undertakes that it will neither use nor divulge any of the seller's trade secrets, techniques and methods of carrying on business, and acknowledges that copyright and all intellectual property rights whatsoever in the equipment and in all documentation, drawings, reproducible and manuals whatsoever supplied by the Seller to the Purchaser are and will remain vested in the seller. No relaxation, forbearance, delay or indulgence by the seller in enforcing any of these terms and conditions shall prejudice the Seller's right to insist upon the strict compliance therewith, nor shall the same constitute a waiver or estoppel.
29. Any provision hereof which is void or unenforceable in any applicable jurisdiction shall, to the extent of such invalidity or unenforceability, be deemed severable, and shall not affect any other provisions hereof.
30. These Terms and Conditions and any contract between the Seller and the Purchaser, are governed by English Law, to the non-exclusive jurisdiction of whose courts the Purchaser agrees to submit.