



H2O Water Management Limited

Terms & Conditions

1. BASIS OF SALE

- 1.1 We, H2O WATER MANAGEMENT SYSTEMS LTD shall sell and you, the Customer shall buy the Goods subject to these Conditions which govern the contract between us to the exclusion of any other terms which you may ask us to sign or which you may supply.
- 1.2 Any variation to these Conditions is of no effect unless agreed in writing by our authorised representative.
- 1.3 The Seller's employees or agents are not authorised to make any representation concerning the Goods or Services unless confirmed by the Seller in writing, and the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such unconfirmed representation (unless such representation is made fraudulently).
- 1.4 Any advice or recommendation given by the Seller or its employees or agents to the Buyer as to the storage, application or use of the Goods which is not confirmed in writing by the Seller is followed or acted upon entirely at the Buyer's own risk.
- 1.5 Goods means the goods and/or services which we are supplying in accordance with these Conditions.

2. QUOTATIONS AND ORDERS

- 2.1 Our quotation is not an offer. Quotations are valid for 30 days only and subject to withdrawal or revision at any time before acceptance of orders by us.
- 2.2 You are responsible for ensuring that your order is accurate and for giving us all the information we need to complete the order.
- 2.3 Your order is not accepted until we confirm in writing or (if earlier) we supply the Goods to you.

3. DESCRIPTION

All our descriptions and illustrations are intended to present a general idea of the Goods described and do not form part of the contract between us. The description of the Goods shall be as set out in our quotation and we reserve the right to alter the design or nature of the Goods provided that the Goods continue to comply with the description set out in the quotation.

4. WARRANTY AND DEFECTS

- 4.1 We warrant to you that the Goods correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of twelve months from the date of delivery.
- 4.2 We shall not be liable under this warranty (or any other warranty, condition or guarantee) if:-
- 4.2.1 the total price for the Goods and Services has not been paid by the due date for payment; or
- 4.2.2 any defect in the Goods arises from any information, drawing or specification supplied by yourselves; or
- 4.2.3 any defect arises from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow our instructions (whether oral or written) or maintenance requirements, misuse or alteration or repair of the Goods without our prior approval; or
- 4.2.4 The Goods have been improperly installed or connected (unless we carried out the installation and connection).
- 4.3 This warranty does not extend to parts, materials or equipment not manufactured by us, in respect of which you shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to us and which we are entitled to and able to assign to you.
- 4.4 Any claim by you which is based on any defect in the quality or condition of the Goods or Services or their failure to correspond with specification must (whether or not delivery is refused by you) be notified to us within seven days from the date of delivery or performance or, where the defect or failure was not apparent on reasonable inspection, within a reasonable time after discovery of the defect or failure.
- 4.5 In no event shall you be entitled to reject the Goods on the basis of any defect or failure which is so slight that it would be unreasonable for you to reject them.
- 4.6 If you do not notify claims in accordance with Condition 4.4 then:-
- 4.6.1 you shall not be entitled to reject the Goods and/or Services; and
- 4.6.2 we shall have no liability for such defect or failure; and
- 4.6.3 you shall be bound to pay the full price for the Goods and/or Services
- 4.7 In the event you have a valid claim which has been notified to us pursuant to Condition 4.4, we shall be entitled to repair or replace the Goods or carry out the Services again (or the part or element in question) free of charge or, at our option, refund the price of the Goods or Services (or a proportionate part of the price), but we shall have no further liability to you.
- 4.8 If you are entitled to reject the Goods because all or part of the Goods are defective, you must reject all of the Goods and cannot keep some of the Goods and reject the remainder.

5. CANCELLATION AND DELAY

- 5.1 Once accepted, an order may not be cancelled without our written agreement and on terms that you indemnify us against all loss (including loss of profit) and expenses incurred as a result of cancellation.
- 5.2 We will not be liable to you or be in breach of contract by reason of delay or failure to perform any of our obligations if the delay or failure was due to any cause beyond our reasonable control.

6. PRICE

- 6.1 We reserve the right by giving notice before delivery or supply to increase the price of the Goods to reflect any increase in cost to us.
- 6.2 Prices quoted by us are exclusive of costs of delivery and any applicable VAT, unless otherwise stated.

7. PAYMENT

- 7.1 Payment for the Goods is due and payable 30 days after date of invoice without deduction or set-off. However, payment is due and payable immediately upon cancellation or termination of the contract between us.
- 7.2 If you fail to make payment on the due date the total price of the Goods becomes due and payable without demand and we may:-
- 7.2.1 cancel the contract between us; and/or
- 7.2.2 suspend further deliveries; and/or
- 7.2.3 charge you interest (before and after judgment) at the rate of 3% per annum over HSBC Bank's base rate from time to time.

8. DELIVERY AND PERFORMANCE

- 8.1 Delivery of the Goods shall be made by you collecting the Goods from us after we have notified you that the Goods are ready for collection or, if delivery is to be made by us, by us delivering the Goods.
- 8.2 Any dates for delivery and/or performance are approximate only.
- 8.3 Where Goods and/or Services are supplied by instalments, each instalment is a separate contract. Failure by us to deliver or perform any instalment will not entitle you to treat the contract as a whole as repudiated.
- 8.4 If you fail to take delivery or fail to give us adequate delivery or performance instructions then we may charge you our storage costs for the Goods.

9. STORAGE

- 9.1 Where the Goods to be delivered include items that may not be fitted to the tank or main structure at the time of delivery, ie pumps, flow controls, alarms etc. then we are prepared to offer free storage for a period of 1 month after which a fee to be agreed between the parties will be charged.

10. RISK AND PROPERTY

- 10.1 The Goods remain our property until we receive their full price together with the full price of any other goods you have contracted to buy from us.
- 10.2 Risk in the Goods passes to you on delivery.
- 10.3 We may, so as to discharge any overdue payment recover or resell the Goods and we may enter any premises where the Goods are stored for this purpose.

11. RESALE OF GOODS

If any item comprised in the Goods is resold, you must bring to the purchaser's attention all our instructions and/or recommendations for use which are packed with or appearing on the Goods or which have been notified to you.

12. LIMITATION OF LIABILITY

YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION

- 12.1 The following sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents or subcontractors) to you in respect of any breach of these Conditions and any representation, statement or act or omission (including negligence) arising under or in connection with the contract between us and in respect of any contemplated performance or lack of performance.
- 12.2 All warranties, conditions or other terms implied by statute, common law, trade usage or otherwise are excluded to the fullest extent permitted by law but this exclusion does not apply to:-
- 12.2.1 any implied condition that we have the right to sell the Goods or when ownership is to pass; or
- 12.2.2 where the Goods are sold to a person dealing as a consumer within the meaning of the Unfair Contract Terms Act 1977, any implied term relating to the conformity of the Goods with their description or sample or as to their quality or fitness for a particular purpose.
- 12.2.3 The statutory rights of consumers are not affected.
- 12.2.4 Nothing in these Conditions excludes or limits our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation. Subject to Conditions 12.2 and 12.2.3:-
- 12.2.5 our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of the contract between us shall be limited to the contract price; and
- 12.2.6 we shall not be liable to you for any loss of profit, loss of production, depletion of goodwill or any indirect loss, damage, costs or expenses whatsoever which arise out of or in connection with the contract between us.
- 12.3 You agree to indemnify us against any losses, claims, costs or expenses incurred by us towards a third party arising out of or in connection with Goods or Services supplied by us or their operation or use and whether arising by reason of our negligence or otherwise.
- 12.4 Any claim by you which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification must be notified to us within seven days from date of delivery or within a reasonable time after discovery of the defect or failure. If no such notification is received, you are not entitled to reject the Goods and must pay their price.
- 12.5 Where any valid claim in respect of any of the Goods is notified to us in accordance with these Conditions, we shall be entitled to repair or replace the Goods (or the part in question) free of charge or refund to you the price of the Goods (or a proportionate price of the Goods), but then we shall have no further liability to you.

13. GENERAL

- 13.1 Each of our rights or remedies is without prejudice to any other right or remedy we may have.
- 13.2 If any provision of these Conditions is found by any competent authority to be invalid, unenforceable or unreasonable, the remainder shall not be affected.
- 13.3 Failure or delay by us in enforcing or partially enforcing any provision of these Conditions is not a waiver of any of our rights.
- 13.4 Any waiver by us of any breach by you is not a waiver of any subsequent breach.
- 13.5 These Conditions and the contract between us do not create, confer or purport to confer any benefit or right enforceable by any person not a party to it by virtue of the Contracts (Rights of Third Parties) Act 1999.

14. ENGLISH LAW

These Conditions and the contract between us are subject to English Law and the exclusive jurisdiction of the English courts.