



AQUACHECK
ENGINEERING LTD

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TERMS AND CONDITIONS OF TRADING

"The Company" means Aquacheck Engineering Ltd.

"The Customer" Means the addressee of this document or any person company or organisation who makes purchases from the company.

1. All quotations are submitted and all orders are accepted subject to these conditions and in the event of any conflict between these conditions and the terms and conditions of the customer's enquiry, order or acceptance, including printed terms or conditions, these conditions prevail unless otherwise expressly agreed by the company in writing.

2. No agreement shall constitute a contract binding on the company unless confirmed by the company in writing; quotations are open to acceptance within 28 days from thereof.

3. Quotations and contract prices are subject to adjustment in the event of any variation in the cost of materials wage rates conditions or hours of work prior to the completion of manufacture or, in the case of goods delivered at the company's expense, of transport costs prior to delivery.

4. The company reserve the right to have deemed to have fulfilled its contract by the delivery of the quantity plus or minus 5% of the quantity ordered and the customer shall pay at the contract rate for the quantity actually delivered.

5. Except as provided in clause 5 no warranty condition description obligation or representation on the part of the Company is given or implied in any contract entered into by the Company or will have been given or implied from anything said or written in the course of negotiation between the company and the Customer or their respective representatives prior to or at the time of the formation of the contract and any statutory or other warranty condition description obligation or representation relating in any way to the subject matter of the contract is hereby excluded.

6. The Company will within reasonable time of receiving notice make good by repair or at its option by replacement of defective parts at the place of origin such defects arising from normal working and notified to the Company within twelve months of date of invoice which are in the opinion of the Company due to materials supplied by it or to its workmanship. In respect of goods supplied but not manufactured by the company this guarantee is limited to the guarantee of the original manufacturer.

7. Any time or date named or accepted by the company for delivery or completion is an estimate only and the company shall not be liable for any delay in delivery whether caused by its own default or otherwise.

8. The company will not be liable for failure to perform or delay in the performance of any obligation under the contract arising out of any of the following clauses:-

War Riot civil disturbances strikes lockouts fire breakdown accident supervening illegality the direction of H.M. Government or any other cause outside the company's control and in such event the company shall be at liberty on notice to the customer to make partial deliveries only or to determine the contract without prejudice to any rights accrued thereunder.

9. The company will not be responsible for damage to or non-delivery of goods in transit unless:-

(a) In the case of damage or partial non-delivery separate notice in writing is given to the company and to the carrier within three days of the receipt thereof of such as are delivered and the goods if accepted from the carrier without inspection are signed for as not examined.

(b) In the case of non-delivery separate notice in writing is given to the company and to the carrier within fourteen days of consignment.

10. Without prejudice to the generality of anything otherwise herein contained the company will not be responsible for:-

(i) Loss of profit detention labour expenses or for contingent or consequential losses expenses or damages howsoever arising including inadvertence or negligence on the part of the company or any officer servant or agent of the company or for any other charges whatsoever.

(ii) Loss or damage the claim for which shall be either in contract or tort, resulting from the acceptance by a customer of advice given by the company or any officer servant or agent of the company in respect of design or materials.

The customer shall fully and completely indemnify the company and any officer servant or agent of the company in respect of all claims based on either contract or tort by any one person whatsoever for the injury to person or property caused by arising out of or in connection with the manufacture or use of any goods manufactured or supplied or upon which the company has carried out work and in respect of costs and charges in connection therewith howsoever arising.

11. If the customer shall make default in or commit a breach of this contract or of any other of his obligations to the company or if any distress or execution shall be levied upon the customer's property or assets or if the customer shall make an offer to make any arrangement or composition with his creditors or commit an act of bankruptcy or if any petition or receiving order shall be presented or made against him or if the customer shall be a limited company and any petition or resolution to wind up such a company (otherwise than for the purpose of reconstruction or amalgamation) shall be passed or presented or if a receiver of such company's undertaking property assets or any part thereof shall have been appointed the company shall have the right forthwith to determine any contract then subsisting and upon written notice of such determination being given to the customer any such contract shall be deemed to be terminated without prejudice to any claim or right the company might make or exercise.

12. Terms of payment, unless otherwise agreed are nett 30 days from end of month of invoice. Late payment will entitle the company to charge penalty interest at 3% per annum over Lloyds Bank Plc base rate from time to time from the due date of payment until actual payment.

13. All goods supplied remain the property of the company until payment in full has been made and in the event of the customer becoming unable for any reason to complete such payment he hereby irrevocably authorises the company to enter his premises for the purpose of retaking possession of the goods supplied.

14. All goods shall be at the risk of the customer and become the customer's responsibility on delivery to a carrier on his behalf or on delivery by company vehicle to location and remain at the customer's sole risk during the course of erection or installation.

15. Tools, jigs, patterns, moulds, drawings, art work, silkscreens etc. remain at all times the property of the company whether or not charged to or recoverable from the customer. The company reserves the right to destroy any such items which remain unused for a period of not less than one year.

16. Any notice to be given by the company shall be deemed to be given upon its being posted to the customer's last known address.

17. All contracts subject to these conditions shall be construed and take effect in accordance with English law and any claim against the Company arising out of any such contracts shall be brought in English Court only.

18. If the invoice in respect of this order is or becomes liable to value added tax then such tax will be treated as a variation to this order.

