

EcoProcess Engineering Limited

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STANDARD TERMS FOR THE SALE OF GOODS

1. TERMS

These terms and conditions apply to all supplies of goods by the Supplier to Customers. They prevail over any terms supplied by the Customer. No prior statements or correspondence forms part of this Agreement and the Customer accepts it has not relied on any representations in entering into this Agreement.

In these terms:

- (a) 'Supplier' means EcoProcess Engineering Limited of Hunters Industrial Park, Pinfold Lane, Mold, Flintshire United Kingdom CH7 6NZ
- (b) 'Bespoke Goods' means Goods or parts of Goods specifically made or customised for the Customer.
- (c) 'Customer' means the customer buying the Goods named on the Order.
- (d) 'Goods' means the products to be sold by the Supplier to the Customer named on the Order.
- (e) 'Order' means the Customer's purchase order for the Goods or, if none, described in the confirmation of order of Supplier or otherwise agreed in writing by the parties.
- (f) 'Price' means the charge to be paid by the Customer to the Supplier for the Goods.

2. SUPPLY AND PAYMENT

The Supplier sells the Goods to the Customer on the terms of this Agreement in consideration of the payment by the Customer of the Price. Payment for the Products shall be in US dollars (USD) and time shall be of the essence with respect to payment of the Price.

The Price includes packaging charges. Delivery charges shall be paid where so specified in clause 3 below. The Price shall remain fixed for the Order unless otherwise agreed in writing by the parties. Where credit has been agreed in writing between the parties, all invoices shall be paid by the Customer within 30 days of the date of invoice. No right of set off shall arise. The Supplier may charge interest at 3% above base rate from time to time of National Westminster Bank plc on all late payments of invoices. Once an Order is placed the Customer may not cancel or alter such Order without the prior written consent of the Supplier.

3. DELIVERY CHARGES

Delivery charges shall, where supply is specified on the Order as on the basis that the Supplier shall deliver to the Customer, be stated on the Order and are payable by the Customer. Supply shall be on the Incoterm 2010 specified on the Order – DDP, CIF, Ex works, etc.

4. DELIVERY

The Supplier shall deliver the Goods to the address specified on the Order, unless otherwise agreed in writing. Time for delivery specified on the Order, if any, is an estimate only and time shall not be of the essence. Where a carrier delivers Goods which the Customer believes are not the quantity or kind ordered or which are damaged, the Customer must notify the Supplier by telephone immediately on receipt and confirm this in writing within

seven (7) days of delivery otherwise the Supplier accepts no liability for this. Where on investigation the Supplier agrees the incorrect quantity was delivered or the Goods were damaged, the Supplier shall ensure the correct quantity is supplied and the Customer will return any over supply and/or the Supplier shall replace the damaged Goods with undamaged Goods and this shall be the Customer's only remedy in such a case. The Customer shall return any damaged Goods at its own expense to the Supplier. Where the Supplier, after inspection, agrees the Goods were damaged it shall refund to the Customer the carriage costs of such return, but not otherwise.

5. PASSING OF TITLE

Title to the Goods shall pass to the Customer unless otherwise required by the Incoterm under which the parties have agreed the Goods will be supplied, or, if no such agreement exists, when payment is made to the Supplier for those Goods. Until payment is made the Customer shall not resell the Goods or combine them with other Goods and shall ensure they are kept separately from other goods and are clearly marked as the Supplier's property. The Supplier may, until such time as payment is made, enter the Customer's premises to retrieve its Goods. Risk in the Goods shall pass on delivery unless otherwise required by the Incoterm under which the parties have agreed the Goods will be supplied.

6. INTELLECTUAL PROPERTY RIGHTS AND SERVICES

The Supplier owns all copyright, design and registered design rights, trade mark and other intellectual property rights in the Goods and in Bespoke Goods. The Customer shall not register any intellectual property right or claim any such right in the Goods or the Bespoke Goods and shall keep any rights notice of the Supplier's on the Goods or Bespoke Goods and notify the Supplier if it discovers any infringement of the Supplier's such rights by a third party. In particular, the Customer acknowledges that it has no right or licence by virtue of having purchased the Goods or Bespoke Goods or otherwise itself to manufacture the Goods or Bespoke Goods. It shall ensure its employees, agents, customers and contractors are aware of the Supplier's such intellectual property rights. Where the Customer requests specific modifications or additions the Customer shall ensure the Supplier is given all information it requires to make such modifications and the Customer shall fully indemnify the Supplier against any loss or liability arising from the Supplier following the Customer's instructions and/or performing such services or making Bespoke Goods. Any manufacturing data, product or other confidential or commercial information supplied by the Supplier to the Customer, whether marked as confidential or not, shall be held in strict confidence by the Customer and only used for the purposes for which it was supplied.

7. LIABILITY

The Supplier shall use all reasonable endeavours to ensure:

- (i) the Goods comply with their description on the Order; and
- (ii) are of satisfactory quality and/or fit for their purpose; and
- (iii) are delivered to the Customer.

Where the Supplier fails to use such reasonable endeavours, the Customer shall notify the Supplier within seven (7) days of delivery in writing and the Supplier's sole obligation shall be to repair, replace or supply the Goods. Save as provided in this clause, the Supplier's liability to the Customer is otherwise excluded, including, without limitation, implied conditions to the fullest extent permitted by law. The Supplier limits its liability to the Price of the Goods in relation to any claim relating to Goods supplied and excludes all liability for consequential, indirect loss, loss of profit revenue and goodwill. The Supplier shall not be liable for any delay or failure caused by circumstances beyond its reasonable control, including, without limitation, liability arising from failures by sub-contractors, manufacturers, terrorist activity, Government action or Acts of God. However, nothing in these terms shall exclude the Supplier's liability for death and personal injury caused by its negligence. Where a Customer's modification to the Goods or combination of the Goods with other Goods or other Customer action, including without limitation, installation, results in a loss to, or liability of, the Supplier, the Customer shall fully indemnify and hold harmless the Supplier against all such loss and liability.

8. STANDARDS

8.1 It is the responsibility of the Customer to ensure that the Goods comply with any safety or other standard and for the product or market in which the Goods will be used or resold or used and that the Goods will not infringe the intellectual property rights of any person in the market in which the Customer intends to sell the Goods. Whilst the Supplier shall use its reasonable endeavours to assist Customers, where further information in this respect is required, the Supplier reserves the right to levy a charge, which will be estimated to the Customer in advance, for any significant research or investigations required to satisfy the Customer's detailed enquiries in relation to such matters, and does not accept liability for statements made in providing such assistance. The Customer shall fully indemnify and hold the Supplier harmless against all loss and liability, including legal fees on an indemnity basis, arising from claims by the Customer's customer arising from non-compliance of the Goods with any local law or intellectual property right.

8.2 Sewage treatment plants, pumping stations, rainwater harvester systems and other underground items are supplied with pedestrian rated covers unless otherwise specified.

8.3 Tanks are not designed to withstand vehicle loads unless specifically stated. It is the Customer's responsibility to ensure that the tank selected is fit for the purpose for which it is required.

8.4 All goods must be used in accordance with the manufacturer's instructions. Various products can affect the performance of sewage treatment plants and may result in failure to meet a required effluent quality. The Customer should contact the Supplier for guidance, if required.

8.5 All items supplied are guaranteed under warranty for the periods stipulated by the manufacturer. Full details of these periods are available from either the Supplier or from the manufacturer direct.

8.6 The Supplier does not undertake to locate existing pipework and/or services or determination of combined systems i.e. surface and foul water unless previously discussed and agreed with the Customer in writing.

8.7 The servicing of sewage treatment plants must be carried out by an authorised engineer in accordance with the recommended servicing intervals (which will be detailed in the owner's manual at the point of supply).

8.8 All warranties are null and void if servicing is not carried out in accordance with the recommended servicing intervals or if the servicing is carried out by non-authorised engineers.

8.9 The Supplier does not accept responsibility for sewage treatment plant effluent quality.

8.10 Pumping stations will be supplied fit for the pumping of the appropriate waste matter agreed by the Supplier at specification stage.

8.11 Should items such as toxic chemicals, nappies, sanitary towels or non dissolvable wipes "(Third Party Items)" be put into the systems, the Supplier does not accept responsibility for the malfunction of the unit.

9. GENERAL

This Agreement is subject to English law and the Supplier and the Customer agree to submit to the exclusive jurisdiction of the English courts in relation to any dispute. Notices shall be served on the Supplier at the address above and the Customer at the address on the Order. The failure to enforce a right under this Agreement shall not amount to a waiver of it by the Supplier. Where any provision of this Agreement is held to be void, the other provisions of this Agreement shall continue notwithstanding to apply.