

## DEFINITIONS OF SALE

The Goods ~ All articles and or services sold to you including replacements for defective goods.

The Contract ~ The contract between the vendor and the purchaser.

## GENERAL CONDITIONS

No variations to these conditions of sale are permitted unless expressly authorised in writing by one of our directors. No other person is authorised to accept, confirm or vary any order nor make any representation, promise or warranty on our behalf.

These terms and conditions apply in preference to and supersede any terms and conditions referred to, offered or relied on by you whether in negotiation or at any stage in the dealings between us with reference to the Goods to which the order relates. Without prejudice to the generality of the foregoing, we will not be bound by any standard or printed terms furnished by you in any of your documents.

Any advice or recommendation given by us or our employees or agents to you as to the storage, application or use of the Goods which is not confirmed in writing by one of our Directors is followed or acted upon entirely at your own risk, and accordingly, we shall not be liable for any such advice or recommendation which is not so confirmed.

## PRICES

All prices for Goods and services paid by you will be in £ sterling.

Where we agree to trade with you in euro, we will specify a conversion rate and prices for Goods and services paid for by you in euro that will normally be fixed in accordance with that conversion rate. However, we reserve the right without prior notice to change prices at our absolute discretion in certain circumstances including, but not limited to, movements in exchange rates. Where we do this, we shall inform you, by fax or post of the applicable price when you place your order.

Orders for Goods placed on a scheduled delivery will be charged at the price of the total ordered. The price for Goods placed on a scheduled delivery shall remain fixed for a minimum of 90 days from the date of receipt of the order by us. Special services or custom requirements applied to Goods at your request shall be charged at the specified price in a written quotation.

## VALUE ADDED TAX

All prices and charges quoted above and any associated fees are exclusive of Value Added Tax which will be added in accordance with prevailing legislation.

## DOCUMENTATION

Single invoices are rendered.

## EXTENT OF CONTRACTS

- (1) No binding contract will be created until we have accepted your order.
- (2) Our waiver of any breach of any of these conditions of sale shall not in any way prejudice or affect the subsequent enforcement of the term and shall not be deemed to be a waiver of any subsequent breach.

## COUNTRY OF ORIGIN

Goods offered may originate from a non-EC source. Unless otherwise confirmed by us in writing, nothing in this document is to be taken as representation of the source of origin or manufacture or production of the Goods or any part thereof.

## GENERAL DESCRIPTIVE MATTER

- (i) All specifications, drawings and particulars of weights, dimensions, capacity or other details offered are intended merely to give a general idea of Goods but will not form part of the contract.
- (ii) If the description of any Goods not of our manufacture in any correspondence, leaflet, invoice or this catalogue varies from that of the manufacturers description, the manufacturers description will be deemed to be the correct description and shall take precedence over our description. The manufacturers description is available from us on request.
- (iii) We shall make every effort to ensure the accuracy of technical details relating to the Goods offered but we accept no liability in contract or tort or under statute or otherwise for any damages or injuries arising directly or indirectly from any error or omission in such technical detail whether caused by our negligence or otherwise.
- (iv) Unless otherwise stated, electrical ratings represent safe working limits. Dimensions and other physical characteristics are subject to normal commercial tolerances.
- (v) We reserve the right without prior notice to discontinue and Goods or the make design changes as part of a continuous programme of improvement or to assist availability

## PERFORMANCE

- (i) Unless any performance figures, tolerances or characteristics have been specifically and expressly warranted by us in writing, we shall be under no liability whatsoever for any failure to attain such figures whether attributable to our negligence or otherwise.
- (ii) The responsibility for ensuring that Goods are sufficient and suitable for your requirements is your sole responsibility save in far as one of our Directors specifically advised you in writing that the Goods are sufficient and suitable for your purposes having been fully and accurately advised by you of your requirements.

## PAYMENT TERMS

Our terms of payment are in full without any deductions whatsoever, within 30 days from the date of invoice. Payment either by cheque made payable to Lobill Water Conservation Ltd, credit transfer or BACS.

Bank details are available on request:

If you fail to make any payment on the due date then, without prejudice to any other right or remedy available to us, we shall be entitled to:

- (i) Cancel the order or suspend any further deliveries to you
- (ii) Appropriate any payment made by you to such of the Goods (or the Goods supplied under any other order between us) as we may think fit (notwithstanding any purported appropriation by you)
- (iii) Charge you interest (both before and after any judgement) on the amount unpaid, at the rate of 5% per annum above the Barclays Bank base rate from time to time until full payment is made (part of a month being treated as a full month for the purpose of calculation interest)

Invoicing under these conditions of sale shall be in £ sterling. If you prefer to be invoiced in Euro this can be arranged through our sales office.

## PROPERTY

The property in the goods shall not pass to you until all sums due or owing to us by you on any account have been paid and until payment the following provisions of this paragraph shall apply. Except where full payment is made in cash, the whole of the price shall not be treated as paid until any cheque or other instrument of payment given by you has been met on presentation or otherwise honoured in accordance with its terms. If you default in the punctual payments of any sum owing to us then we shall be entitled to the immediate return of all the Goods sold by us to you in which the property has not passed to you, and you hereby irrevocably authorise us and our employees and agents to recover the Goods and to enter any of your premises for that purpose. Demand for or recovery of the Goods by us shall not of itself discharge either your liability to pay the whole of the price and take delivery of the Goods or our right to sue for the whole of the price.

## NEW ACCOUNTS

Please furnish two trade references and a banker's reference if you wish to open a credit account. Any credit limit granted to you shall at all times be discretionary and may be reduced, suspended or withdrawn at any time without prior notice.

## ORDERS

Lobill WC are open Monday to Friday between 9a.m. and 5p.m. "Cash with order" transactions will only be accepted at our trade counter (not by post) and then only against official orders. Our minimum order value for non-trade account customers is £10. Goods can only be supplied at the Lobill Water Conservation trade counter against official orders either for credit or cash transactions. A purchase order is required when collecting Goods.

## DELIVERY

All orders received Monday to Friday are normally delivered within fourteen days. Special delivery services are also available. For urgent requirements we are pleased to offer you a timed delivery service, (at an additional charge). Please contact our sales hotline for further information.

Although we take care to select only the most reputable carriers all the above methods of delivery are subject to the operational performance of the carrier concerned and we cannot accept any responsibility or liability whatsoever for any carriers late delivery. Our carriers cannot deliver to addresses that require a named person to sign for the delivery.

We will use reasonable endeavours to meet delivery estimates but cannot accept any liability whatsoever for failure to do so however arising. Failure to meet a delivery date where deliveries are by instalment under the Contract in accordance with Delivery Schedules Clause (v) shall not prejudice our right to make further deliveries by instalment under that Contract

## DELIVERY SCHEDULES

- (i) Deliveries will take place to the address specified by you. We may make delivery by any method of transport available to us.
- (ii) Risk in the Goods will pass to you when we load the Goods on to the delivery vehicle
- (iii) We may deliver the Goods by instalments
- (iv) Orders for Goods placed on a scheduled delivery will be charged at the price for the total quantity ordered. The price for Goods placed on a scheduled delivery shall remain fixed for a minimum of 90 days from the date of receipt of the order by us.
- (v) Deliveries by instalment can only be accepted for a maximum period of twelve months from the date of the order
- (vi) Schedules may be delivered up to 5 days in advance of the requested delivery date but invoiced on the due date

### **INSPECTION, TRANSIT DELAYS AND NON-DELIVERY**

It is entirely your responsibility to inspect the goods as soon as is reasonably practicable after delivery. You will within 7 days of delivery give notice to us in detail of any defect in the Goods or of any other complaint which you may have in relation to the Goods. If you fail to give such notice, the Goods shall be conclusively presumed to be in all respects in accordance with the Contract and free from any defect which would be apparent on reasonable examination. You shall be deemed to have accepted the Goods accordingly.

In the event that you establish to our reasonable satisfaction that the Goods are not in accordance with the Contract or are so defective, your sole remedy in respect of such non-accordance or defects shall be limited as we may elect to the replacement of the Goods, or refund of the purchase price or, where sums are owed by you to us, the issue of a credit note or a credit card account refund against the return of the Goods.

Enquiries regarding shortages of Goods must be made to both the carriers and ourselves within 7 days of the despatch date and must be accompanied by the despatch note. Queries regarding Goods invoiced but not delivered must be made within 10 days of the invoice date and the invoice number must be quoted. You are advised to contact the carrier and ourselves if neither the Goods nor an invoice in respect of the Goods are received within 7 days of the despatch date.

### **YOU MUST REFUSE PARCELS DELIVERED IN A DAMAGED CONDITION**

Under no circumstances shall we be liable to compensate you in damages or otherwise for non-delivery or late delivery of the Goods or any of them for whatever reason or for any loss consequential or otherwise arising from non-delivery or late delivery.

### **GUARANTEE**

- (I) This guarantee is conditional on the parts being installed and commissioned according to the manufacturer's instructions supplied and relevant regulations. It is also conditional on any routine maintenance detailed in the instructions or required by regulations being carried out as specified. All products supplied by Lobill Water Conservation Ltd are guaranteed for twelve months or as per the manufacturers guarantee whichever is longer.
- (II) Any defects which under proper use appear in the Goods within a period of 12 months (or unless otherwise stated) after delivery and which are due to faulty materials, workmanship or design will be made good by us either by repair or, at our option, by replacement provided that the Goods or the defective parts thereof are returned to us, carriage paid and suitably packaged, within the 12 months period, together with a claim in writing which specified the date of purchase. No goods may be returned for credit unless previously agreed with us and a RMA (Return Merchandise Authorisation) number and Return of Goods Form will be issued. A completed form must be returned with the goods and goods will not be processed without this form. Our sole obligation and your sole remedy under this provision is limited to the cost of repair or replacement of the Goods supplied.
- (III) All items added to or incorporated into the Goods prior to return to us. We shall not be liable in respect of any loss or damage resulting from any such items not so removed being damaged and the return of the Goods by you will authorise us to remove such items from the Goods without liability.
- (IV) Our guarantee is provided by us and accepted by you in substitution for all express or implied representations conditions or warranties, statutory or otherwise, as to the state, quality, fitness for purpose, or performance of the Goods (or any materials used in connection therewith) or the standard of workmanship and all such representations conditions and warranties are hereby excluded.
- (V) Except for any liability which we may incur through death or personal injury resulting from negligence or under Part 1 of the Consumer Protection Act 1987 and save as provided in these conditions we shall not be liable in any way whatsoever whether in contract, in tort, in misrepresentation or under statute or common law or otherwise (whether caused by our negligence or otherwise) in respect of defects in the Goods or failure to correspond to specification or sample or for any injury, damage or loss resulting from such defects or failure. In no event shall any breach of contract on our part or tort (including negligence) or failure of any kind on our part or that of our employees, agents or sub-contractors give rise to any liability for loss of revenue or loss of profits or any other consequential or indirect loss or damage arising from any cause whatsoever.

### **RETURN OF GOODS**

No returns can be accepted for credit unless previously agreed and an RMA number and Return of Goods Form will be issued. A completed form must be returned with the goods and goods will not be processed without this form. A minimum charge of 35% of invoice value or where this is less than £10 a minimum charge of £10 will be levied on Goods 'not wanted' or incorrectly ordered, or due to duplication resulting from a 'confirmation' order not being endorsed to that effect. Certain items may incur additional charges and some may not be accepted back for credit.

All goods returned under this category must be received by us within 30 days of original invoice date. Relevant British Standard precautions must be taken by you for the return of Goods classified as 'a static sensitive device'. You will bear all the costs of returning the Goods.

### **VARIATIONS**

#### **Variation in Contract**

A contract between us may only be modified or suspended with the agreement in writing of one of our Directors. In any event we will require thirty days minimum written notice of any modification or suspension

#### **Suspension of Contract**

Any suspension of a contract between us will be limited to a maximum period of three months except in the case of an irrevocable order where suspension must be by special agreement in writing, after which, we will be entitled to resume deliveries at a rate in accordance with the terms of the Contract prior to the suspension.

### **COPYRIGHTS & PATENTS**

We have taken reasonable steps in the course of our business to ensure that the Goods do not infringe any patent, design, trademark, copyright or any other rights of third parties but no guarantee in this respect is given and we shall have no liability whatsoever in the event of any such infringement howsoever arising.

### **LIEN**

We shall have a general lien in respect of all sums due from you upon all Goods to be supplied to you or upon which work has been done on your behalf and upon fourteen days written notice to you, may sell such Goods and apply the proceeds towards the satisfaction of the sums due to us.

### **FORCE MAJEURE**

If the performance of the Contract or any obligation under it is prevented, restricted or interfered with by any reason or circumstances beyond the reasonable control of the party obliged to perform it (other than financial) the party so affected upon giving prompt notice to the other party shall be excused from performance to the extent of the prevention, restriction or interference but the party so affected shall use its best efforts to avoid or remove such causes of non-performance and shall continue performance under the Contract with the utmost despatch whenever such causes are removed or diminished.

### **LIMITATION OF LIABILITY**

You will be responsible for ensuring the fitness for purpose of the Goods for your applications. We accept no liability whatsoever or howsoever arising (including our negligence) in respect of loss arising from errors in the information provided. We shall not be liable in contract, in tort or under statute or otherwise for any loss or damage (whether for loss of profit, or revenue, or any other consequential loss or damage or otherwise) suffered by you whatsoever or howsoever arising out of or in connection with the supply of Goods or services by us other than to supply Goods conforming to the original agreed specification or at our option to refund to you any monies already paid in respect of the Goods.

### **LEGAL CONSTRUCTION**

All contracts between us shall be governed by and interpreted in accordance with the laws of England and the parties submit to the jurisdiction of the English Courts but we may enforce any such contract in any court of competent jurisdiction

### **CUSTOM SERVICES**

#### **Basis of Contract**

The Services shall be provided in accordance with and subject to these terms and conditions and those set out on the Order Acknowledgement Form/Quotation/Specification Sheet (as applicable) issued by the Company in respect of the particular Service ordered.

### **EXCLUSION OF LIABILITY**

We accept no liability whatsoever whether in Contract, tort or otherwise and whether or not resulting from our negligence or that of our employees, agents or sub-contractors in respect of defective calibrations, programming, certifications, reports, analysis and for any damage or loss resulting there from or from the failure to give advice or information or the giving of incorrect advice or information in connection with the provision of such services. In no event shall any breach of Contract or negligence or failure of any kind on our part or that of our employees, sub-contractors or agents be accepted as liability for any direct loss or damage or loss of revenue or loss of profits or any other consequential loss or damage arising from any clause whatsoever

### **GENERAL CONDITIONS**

Nothing contained herein shall affect the implied undertaking as to title etc contained in section 12 of the Sale of Goods Act 1979 or shall affect your statutory rights if you 'deal as a consumer' as defined in Section 12 of the Unfair Contract Terms Act 1977

*Lobill Water Conservation Ltd reserves the right to record live speech telephone calls.*