

1 Interpretation

In these Conditions:-

“**Buyer**” means the person who accepts a quotation from the Supplier for the sale of the Goods or whose order for the Goods is accepted by the Supplier; “**Conditions**” means the terms and conditions out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Buyer and the Supplier; “**Contract**” means the contract for the sale of the Goods to be provided by the Supplier pursuant to the Contract; “**Goods**” means the goods agreed to be supplied by the Supplier; “**Supplier**” means DiversiTech International Limited; “**Writing**” includes facsimile transmission, email and other comparable means of communication

Any reference in these conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

2 Basis of the sale

The Supplier shall sell the Goods in accordance with any written quotation of the Supplier which is accepted by the Buyer or written order of the Buyer which is accepted by the Supplier, subject always in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions.

No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Supplier.

Any advice or recommendation given by the Supplier or its employees or agents to the Buyer or its employees or agents which is not confirmed in writing is followed or acted upon at the Buyer’s own risk and the Supplier shall not be liable for any such advice or recommendation.

Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

3 Orders and specifications

No order submitted by the Buyer shall be deemed to be accepted by the Supplier unless and until confirmed in Writing by the Supplier’s authorised representative or delivery of the Goods by the Supplier.

The Buyer shall be responsible to the Supplier for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Supplier any necessary information relating to the Goods within a sufficient time to enable the Supplier to perform the Contract in accordance with its terms.

The quantity, quality and description of and any specification for the Goods shall be those set out in the Supplier’s quotation or the Buyer’s order (to the extent accepted by the Supplier).

If the Goods are to be manufactured or any process is to be applied to the Goods by the Supplier in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Supplier against all loss, damages, costs and expenses incurred by the Supplier in connection with any claim for infringement of any patent, copyright, design, trade mark or other intellectual property rights. The Supplier gives no warranty that any Goods based on the specification of the Buyer will be fit for their intended purpose.

The Supplier may make any changes in the specification of the Goods which are required to conform with any applicable statutory or EC requirements or which do not materially affect their quality or performance.

No order which has been accepted by the Supplier may be cancelled by the Buyer, except with the agreement in Writing of the Supplier and on terms that the Buyer indemnifies the Supplier in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Supplier as a result of cancellation.

All drawings, designs, specifications and other information provided by the Supplier are confidential and all rights of copyright ownership and other intellectual property rights in respect of them shall remain vested in the Supplier and shall not pass to the Buyer.

Barclays Bank plc base rate from time to time, until payment in full is made.

4 Price of Goods

The price of the Goods shall be the price specified on the Supplier's confirmation of order or, where no price has been so specified, the price specified in the Supplier's quotation or, if no price has been so specified, a reasonable price. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Supplier without giving notice to the Buyer.

The Supplier may increase the price of the Goods at any time before delivery to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier (including, without limitation, alteration of duties, increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Supplier adequate information or instructions.

All prices are given by the Supplier on a carriage paid basis for orders for £600 (plus VAT) or more net of any discounts. Where orders for less than £600 net of any discounts are made, the Buyer shall pay for carriage and any associated costs. This applies to deliveries in the UK only and all deliveries outside the UK are charged accordingly.

The price is exclusive of any applicable value added tax or other duties, which shall be paid in addition to the price.

5 Terms of payment

The Supplier may invoice the Buyer at any time for the price of the Goods or part of it. The Buyer shall pay the invoice (in full without set off or any deduction) by the end of the month following the month of the invoice. Time of payment of the price shall be of the essence of the Contract.

If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Supplier, the Supplier may cancel the Contract or suspend any further deliveries to the Buyer and charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate per year of 4% above

6. Delivery and Performance

Delivery of the Goods shall be made by the Supplier delivering the Goods at the place specified in the confirmation of order.

Any dates quoted for delivery of the Goods are approximate only and the Supplier shall not be liable for any delay in delivery of the Goods.

If the Supplier fails to deliver the Goods (or any instalment) for any reason other than any cause beyond the Supplier's reasonable control or the Buyer's fault, and the Supplier is accordingly liable to the Buyer, the Supplier's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered or performed over the price of the Goods.

If the Buyer fails to take delivery of the Goods or fails to give the Supplier adequate delivery instructions then, without prejudice to any other right or remedy available to the Supplier, the Supplier may store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage and/or sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

Any discrepancies in the delivery must be reported to Pumphouse within 7 days of receipt of the goods.

7 Risk and property

Risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery or, if the Buyer wrongfully fails to take delivery the time when the Supplier has tendered delivery of the Goods. The Buyer should insure the Goods accordingly.

Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Supplier has received in cash or cleared funds payment in full of the price of the Goods and all other goods and services agreed to be

sold by the Supplier to the Buyer for which payment is then due.

Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Supplier's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Supplier's property, and shall not be entitled to dispose of the Goods.

Until such time as the property in the Goods passes to the Buyer, the Supplier shall be entitled at any time to require the Buyer to deliver up the Goods to the Supplier and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

8 Warranties and liability

Subject to the conditions set out below, the Supplier warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 12 months from delivery and that the Services will be carried out with reasonable care and skill.

The above warranty is given by the Supplier subject to the following conditions: the Supplier shall be under no liability in respect of any defect arising from any drawing, design or specification supplied by the Buyer; the Supplier shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence of the Buyer or its employees or agents, abnormal working conditions, use of the Goods for or in applications for which they are not designed, failure to properly install the Goods, failure to follow the Supplier's instructions (whether oral or in Writing), misuse or alteration or repair of the Goods without the Supplier's approval; the above warranty does not extend to parts, materials or equipment not manufactured by the Supplier, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Supplier.

Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall

be notified to the Supplier within 14 days of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Supplier accordingly, the Buyer shall not be entitled to reject the Goods and the Supplier shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Supplier in accordance with these Conditions, the Supplier shall be entitled to replace or repair the Goods (or the part in question) free of charge or, at the Supplier's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Supplier shall have no further liability to the Buyer.

Except in respect of death or personal injury caused by the Supplier's negligence, the Supplier shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Supplier, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer and the entire liability of the Supplier under or in connection with the Contract shall not exceed the price of the Goods, except as expressly provided in these Conditions.

The obligations of the Supplier shall be suspended during the period and to the extent that the Supplier is prevented or hindered from complying with them by "Force Majeure".

"Force Majeure" means any cause beyond the reasonable control of the Supplier including (without limitation) strikes, lock-outs, labour disputes and compliance with any law or governmental order, rule, regulation or direction.

The Supplier may charge for, in addition to the price agreed, any costs incurred as a result of any delay which was due to any cause beyond the Supplier's reasonable control.

The Contract shall be governed by and construed in accordance with the laws of England, and the parties submit to the non-exclusive jurisdiction of the English courts.

9 Insolvency of buyer

Without prejudice to any other right or remedy available to the Supplier, the Supplier may cancel the Contract or suspend any further deliveries without any liability to the Buyer, if : the Buyer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation; or an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or the Buyer ceases, or threatens to cease, to carry on business; or the Supplier reasonably apprehends that any of the foregoing events is about to occur in relation to the Buyer and notifies the Buyer accordingly.

If the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

10 General

The Supplier may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group.

Any notice required or permitted to be given by either party to the other shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

No waiver by the Supplier of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

**** Please sign and return along with your references.**

Signed by: _____

Print: _____

Position: _____

Date: _____