

Terms and Conditions of Sale

1. DEFINITIONS

- (a) "Hydrotechnik UK" - Hydrotechnik UK, being the Vendor of the goods which are the subject of this Agreement.
- (b) "the Equipment" - all the items and services ordered by the Purchaser.
- (c) "the Price" - the total price as agreed and documented between Hydrotechnik UK and the Purchaser subject to the terms of paragraph 2 below.
- (d) "the Purchaser" - the person, firm or company who or which has accepted any quotation issued by Hydrotechnik UK and/or agrees to purchase the Equipment. If the Purchaser is a company which is a subsidiary of or controlled by another company, then that fact must be disclosed to Hydrotechnik UK prior to entering into the purchase contract.

2. PAYMENT

- (a) The Purchaser will pay the Price for the Equipment. Except where agreed to the contrary and documented in writing by Hydrotechnik UK payment is due within 30 days from date of Hydrotechnik UK's invoice.
- (b) The prices quoted by Hydrotechnik UK take into account freight rates, currency change rates, import and other duties and taxes of whatsoever kind (other than VAT) seen by Hydrotechnik UK as applicable at the date of this Agreement. In the event of changes beyond the control of Hydrotechnik UK, in such rates, duties and taxes payable or collectable by Hydrotechnik UK, the Price shall be adjusted accordingly.
- (c) The prices quoted by Hydrotechnik UK are exclusive of VAT. VAT shall be charged at the prescribed rate at the date of invoicing. The Purchaser shall pay the VAT to Hydrotechnik UK as if it were part of the Price and all requirements and other provisions concerning payment of the Price shall apply accordingly.
- (d) The prices quoted by Hydrotechnik UK do not include either delivery of the Equipment to the Purchaser or special handling or any special packaging requested by the Purchaser. If requested by the Purchaser, these services may be provided at Hydrotechnik UK's discretion and shall be charged at the prevailing rates at the time of such delivery, special handling or special packaging. The Purchaser shall pay such charges to Hydrotechnik UK as if they were part of the price and all other provisions concerning the payment of the Price shall apply accordingly.
- (e) Hydrotechnik UK shall be entitled to interest on monies outstanding for more than thirty days from the invoice date at a rate of 2.5% per month from the date of the invoice to the date of final payment.

3. CANCELLATION

If for any reason, the Purchaser cancels any order (or portion thereof) for the Equipment, a charge will be made by Hydrotechnik UK so as to indemnify Hydrotechnik UK against any losses and/or additional costs (administrative or otherwise) resulting therefrom. This charge will normally be 10% of the Price (minimum £100) but may be higher in the event of the Equipment ordered being of a non-standard nature.

4. SALE OR RETURN

All sale or return agreements will be confirmed in writing prior to delivery of the goods, the maximum length of a Sale or Return period shall be no longer than 30 Days from despatch by Hydrotechnik UK. Should goods be returned after 30 Days the full invoice amount will be payable. Where a Sale or Return agreement has been entered into and goods are returned by the Purchaser for whatever reason, Hydrotechnik UK reserves the right to make a charge for any damage incurred to the equipment during the Sale or Return period.

5. DELIVERY

Hydrotechnik UK shall use all reasonable endeavours to provide the Equipment ready for collection by the Purchaser no later than the date specified in the order (hereinafter called the "Delivery date") but any such Delivery date is to be treated as an estimate only, not involving Hydrotechnik UK in any liability for any liability for failure to deliver on such date.

6. TITLE AND RISK

- (a) Until payment of the Price in full has been received by Hydrotechnik UK, property in the Equipment shall remain vested in Hydrotechnik UK and the Equipment shall remain conspicuously marked as being the property of Hydrotechnik UK.
- (b) Failure to pay any part of the Price in full shall give Hydrotechnik UK the right to take possession of the Equipment (including the right of Hydrotechnik UK to enter in or upon the Purchaser's premises and take possession of the Equipment) with or without notice and without liability.
- (c) Notwithstanding that property in the Equipment has not passed the risk of loss or damage shall be the Purchaser's as from the Delivery date and Hydrotechnik UK accepts no liability whatsoever as bailee or otherwise of the Equipment after that date.

7. SOFTWARE

Software, manuals and technical literature supplied with the Equipment may not be reproduced (except insofar as this is essential for operation of the Equipment purchased), assigned, sublicensed or otherwise transferred by the Purchaser.

8. LIABILITY

- (a) Hydrotechnik UK shall have no liability (other than that imposed by the Unfair Contract Terms Act 1977), for any direct injury, loss or damage whatsoever, if the cause thereof lies beyond the reasonable control of Hydrotechnik UK and Hydrotechnik UK shall have no liability whatsoever in respect of any consequential injury, loss or damage, including any injury, loss or damage arising from any malfunctioning of, or defect in, or failure of any of the Equipment, or any loss of the use of any item of Equipment.
- (b) No representation shall be taken to have been given or implied, from anything said or written, prior to the making of the order, including anything said or written in the negotiations between the parties hereto, or their authorized representatives, but nevertheless if any representation shall subsequently be found, or deemed to have been given, it is hereby expressly excluded or restricted to the extent permitted by the Misrepresentation Act 1957 as amended by the said Unfair Contract Terms Act of 1977.
- (c) No agent, employee, contractor, or representative of the Company has any authority to bind the Company to any affirmation, representation, condition or warranty concerning the Equipment sold, unless such affirmation, representation, condition or warranty is specifically included within the Agreement or is given in writing by a Director of Hydrotechnik UK when acting for and on behalf of the Company in waiving, amending, or supplementing this Agreement in accordance with paragraph 10 c.
- (d) In cases where Hydrotechnik UK is asked to recommend equipment to meet the purchaser's needs the purchaser should be aware that it is not practicable for Hydrotechnik UK to predict with complete accuracy in advance, the equipment which will be needed to satisfy the purchaser's requirements. All such recommendations are therefore estimates only and Hydrotechnik UK can accept no responsibility if any goods supplied, fail to meet the purchaser's requirements, or to achieve any particular level of performance.

9. WARRANTY

- (a) Hydrotechnik UK ensure that the purchaser receives the benefit of all guarantees and warranties which have been given to Hydrotechnik UK by the manufacturer or supplier. The purchaser is recommended to study such warranty and ensure that any conditions are fully complied with.
- (b) In cases where no guarantee or warranty is offered by the manufacturer or supplier, or any act of Hydrotechnik UK has invalidated such guarantee or warranty, the purchaser shall discover within 90 days from the date of delivery that the equipment supplied by Hydrotechnik UK was defective, Hydrotechnik UK will replace or repair the equipment proved to be defective, provided that the equipment shall be brought back to Hydrotechnik UK premises at the purchaser's expense.
- (c) Hydrotechnik UK accepts no liability for any losses or damage of any form whatsoever suffered by the Purchaser as a result of any defects in the equipment supplied.

10. FORCE MAJEURE

Hydrotechnik UK shall be under no liability for any delay in, or failure, to perform all, or any part of its obligations hereunder, such delay or failure shall be due to Acts of God, strikes, lockouts, labour disturbances, civil disturbances, statute order, or any regulation of any Government, public, local or other Authority, delays or defaults of supplies and subcontractors, and without prejudice to the generality of the foregoing, any other causes beyond the reasonable control of Hydrotechnik UK.

11. GENERAL

- (a) This Agreement shall be governed for all purposes by the laws of England.
- (b) No time or indulgence granted by Hydrotechnik UK shall affect the strict rights of Hydrotechnik UK under this Agreement.
- (c) This Agreement constitutes the entire agreement between Hydrotechnik UK and the Purchaser and may be waived, amended or supplemented, only in writing, executed jointly by Hydrotechnik UK and the Purchaser. No items or conditions stipulated by the purchaser shall have any effect unless agreed in writing by Hydrotechnik UK.