

Terms and Conditions

GENERAL TERMS AND CONDITIONS OF SALE

1. In these conditions, unless the context requires otherwise:-

1.1 'Purchaser' means the person who buys or agrees to buy goods from the Company

1.2 'Company' means Envirowatch Limited (company number 7064824) whose registered office is Swallow House, Parsons Rd, Washington, Tyne and Wear, NE37 1EZ.

1.3 'Conditions' means the general terms and conditions of sale as set out in this document

2. These Conditions shall apply to all contracts for the sale of goods by the Company to the Purchaser to the exclusion of all other terms and conditions including any terms and conditions which the Purchaser may purport to apply under any purchase order, confirmation of order or similar document. Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Company. All orders for goods shall be deemed to be an offer by the Purchaser to purchase goods pursuant to these Conditions. Where a copy of these Conditions are sent by email they shall be deemed conclusive evidence of the Purchaser's acceptance of these Conditions

3. No order resulting from any quotation, pro forma, invoice, price list or other similar document made or issued by the Company or any representations about the goods shall be deemed to be binding unless and until confirmed in writing by an authorised representative of the Company. The Company in its absolute discretion may accept or reject any order whether on account of the equipment [goods] being no longer available or for any other reason whatsoever. The Purchaser acknowledges that it has not relied on any statement or promise or representation made or given by or on behalf of the Company which is not set out in these Conditions. Whenever possible an order acknowledgement will be sent by the Company by email and will show an estimated delivery date.

4. No order resulting from any quotation, pro forma, invoice, price list or other similar document made or issued by the Company or any representations about the goods shall be deemed to be binding unless and until confirmed in writing by an authorised representative of the Company. The Company in its absolute discretion may accept or reject any order whether on account of the equipment [goods] being no longer available or for any other reason whatsoever. The Purchaser acknowledges that it has not relied on any statement or promise or representation made or given by or on behalf of the Company which is not set out in these Conditions. Whenever possible an order acknowledgement will be sent by the Company by email and will show an estimated delivery date.

5. No order resulting from any quotation, pro forma, invoice, price list or other similar document made or issued by the Company or any representations about the goods shall be deemed to be binding unless and until confirmed in writing by an authorised representative of the Company. The Company in its absolute discretion may accept or reject any order whether on account of the equipment [goods] being no longer available or for any other reason whatsoever. The Purchaser acknowledges that it has not relied on any statement or promise or representation made or given by or on behalf of the Company which is not set out in these Conditions. Whenever possible an order acknowledgement will be sent by the Company by email and will show an estimated delivery date.

6. All prices for the goods are ex-works and are exclusive of any Value Added Tax, unless otherwise stated and will be charged at the appropriate rate.

7. The Company's terms of business are for full payment to be made within 30 days of the date of the invoice notwithstanding that delivery may not have taken place and/or that the property and the

goods has not passed to the Purchaser. [Time for payment shall be of the essence]. In the case of export orders payments will be by irrevocable letter of credit established with a United Kingdom bank and payable on presentation of shipping documents unless otherwise agreed in writing. The Company reserves the right to suspend delivery in respect of any order or orders from the Purchaser if it appears to the Company that there is a credit risk. The Company may charge interest at 6% above the Bank of England minimum lending rate on overdue accounts/invoices from the date when payment becomes due from day to day until the date of payment and interest shall accrue at such rate after as well as before any judgement and the Company may withdraw any discounts allowed on the original invoice. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

8. The Company reserves the right to seek reimbursement for costs which it has incurred in the process of fulfilling an established order agreement in the event of any modification, adjustment or cancellation to an established purchase order, confirmation of order or similar document.

9. The Company will endeavour to deliver equipment [goods] and that delivery date is approximate only and time for delivery will not be made of the essence unless previously agreed by the Company in writing. The Company shall have no liability in respect of any delay in delivery, however caused. The Company may make instalment deliveries and in these circumstances each delivery shall constitute a separate contract and failure by the Company to deliver any one or more instalments in accordance with these Conditions or any claim by the Purchaser in respect of any one or more instalments shall not entitle the Purchaser to treat the order as repudiated

10. Any damage or shortage shall be reported to the Company and the carriers in writing by the Purchaser within 7 [2] days of delivery. The goods shall be held by the Purchaser for inspection by the Company and provided prompt notice of transit damage or loss is given and provided and it is proved to the Company's satisfaction that such damage occurred in transit in the UK but not otherwise, the Company will at its option repair or replace such equipment free of all charges to the Purchaser. Risk of damage to or loss of the goods shall in the case of goods to be delivered to the Purchaser's premises shall pass to the Purchaser at the time of delivery or, if the Purchaser wrongly fails to take delivery of the goods, the time when the Purchaser had tendered delivery of the goods.

11. The Company shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, failure to follow the Company's instructions (whether oral or in writing) misuse or alteration of the goods without the Company's approval, or any other act or omission on the part of the Purchaser, its employees or agents or third party. Except as expressly provided in these Conditions, the Company shall not be liable to the Purchaser by reason of any representation, or any implied warranty, condition or other term, or any duty, or under statute, for any direct consequence or loss or damage sustained by the Purchaser (including, without limitation, loss of profit or indirect or special loss), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Company, its servants or agents or otherwise) which arise out of or in connection with the supply of goods or their use or re-sale by the Purchaser

12. The Company reserves the right to make without notice such minor modifications and specifications, designs or materials as it may deem necessary or desirable by experience or which are required to conform with any applicable safety or other statutory or regulatory requirements, or where the goods are to be supplied to the Company's specification, which do not materially affect their quality or performance.

10. The Company shall not be liable to the Purchaser by reason of any delay in delivery or in performing, or any failure to perform any of the Company's obligations in relation to the goods, in the delay or failure due to any cause beyond the Company's reasonable control which Includes without

limitation acts of god, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance or requisition acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any government or parliamentary or local authority, import or export regulations or embargoes, strikes, lockouts or other industrial actions or trade disputes (whether involving employees of the Company or a third party), difficulties in obtaining raw materials, labour, fuel, parts or machinery, power failure or break down in machinery, inability of obtaining any necessary import or export licences or consent of any government or other authority.

13. Notwithstanding delivery and the passing of risk in the goods, or any other provisions of these Conditions, the property and the goods shall not pass to the Purchaser until the Company has received in cash or cleared funds payment in full of the price of the goods and all of the goods agreed to be sold by the Company to the Purchaser for which payment is then due including all other sums which are or which become due to the Company from the Purchaser on any account. Until property and the goods passes to the Purchaser the Purchaser shall hold the goods and each of them on a fiduciary basis as bailee for the Company. The Purchaser shall store the goods (at no cost to the Company) separately from all other goods in its possession and marked in such a way that they are clearly identified as the Company's property. Notwithstanding that the goods or any of them, remain the property of the Company the Purchaser may sell the goods in the ordinary course of the Purchaser's business at full market value for the account of the Company. Any such sale or dealing shall be a sale or use of the Company's property by the Purchaser on the Purchaser's own behalf and the Purchaser shall deal as principal when making such sales or dealings. Until property and the goods passes from the Company the entire proceeds of sale or otherwise of the goods shall be held in trust for the Company and shall not be missed with other money or paid into any overdrawn bank account and shall be at all material times identified as the Company's money. The Purchaser shall not pledge or in any way charge by way of security for any indebtedness for any of the goods which are the property of the Company. Without prejudice to the other rights of the Company, if the Purchaser does so all sums whatever owing by the Purchaser to the Company shall forthwith become due and payable. The Purchaser shall insure and keep insured the goods to the full price against all risks to the reasonable satisfaction of the Company until the date the property and the goods passes from the Company and shall whenever requested by the Company produce a copy of the policy of insurance.

14. All contracts shall in all respects be governed and subject to the law of England and Wales. All disputes arising out of any contract shall be subject to the exclusive jurisdiction of the courts in England and Wales.

15. The Purchaser undertakes to the Company that the Purchaser will regard as confidential all information obtained by the Purchaser relating to the business and/or products of the Company and will not use or disclose to any third party such information without the Company's prior written consent providing that this undertaking shall not apply to information which is in the public domain other than by reason of the Purchaser's default. The Purchaser will use all reasonable endeavours to ensure compliance of this condition by its employees, servants and agents. This condition shall survive the termination of any contract.