

Envirotect Limited
TERMS AND CONDITIONS
Version: 2018.01

1. General

These terms and conditions shall form an integral part of all quotations, offers and agreements for the supply and/or installation of goods entered into by Envirotect Limited. Any condition put forward by the Purchaser in its order or otherwise will only have effect if accepted by Envirotect Limited in writing.

2. Quotation/offer and acceptance

A quotation/offer from Envirotect Limited is valid for a period of twenty eight days from the date of issue, unless otherwise expressly stated in the quotation/offer. Envirotect Limited may revoke a quotation/offer at any time prior to receiving the Purchaser's acceptance.

3. Specifications

The goods and/or installation shall meet the specifications agreed. If none are agreed, the goods and/or installation shall meet the general specifications applied for the type of goods and/or installation supplied/carried out by Envirotect Limited at the time of delivery/installation. Statements in product information, handbooks, web sites, price lists or other information regarding the goods/installation will only be binding on Envirotect Limited if expressly referred to in a quotation, offer or agreement.

4. Delivery/Installation

Any time or date quoted for delivery and/or installation or performance is given as an estimate only. Neither party shall be liable for delay in performing or failure to perform its obligations if the delay or failure results from events or circumstances outside their reasonable control such as war, fire, labour disputes (including those initiated by a party of this agreement), trade disputes or refusals to grant licences, with the exception of due payment. Such delay or failure shall not constitute a breach of this agreement and the time for performance shall be extended by a period equivalent to that during which performance is so prevented. If such a delay or failure persists for more than three months, either party shall be entitled to terminate this agreement to the extent of goods/services not yet delivered/installed. In the event of such a termination, neither party will be entitled to any compensation, but any prepayment for goods/installation not delivered/installed shall be refunded and goods in transit not delivered shall be reverted. A delay in Envirotect Limited performing or failing to perform its obligations which is caused by circumstances within the Purchaser's reasonable control will result in the Purchaser being liable for any reasonable extra costs incurred by Envirotect Limited. Envirotect Limited reserves the right to withhold performance of any or all its obligations under the contract if it considers the Purchaser's credit status to be unsatisfactory.

5. Claims

No claim for material damaged in transit will be considered by Envirotect Limited unless Envirotect Limited is advised in writing within three days of receipt of the material. If damage is advised after a delivery note has been signed any claim must be lodged with Envirotect Limited within fourteen days of delivery and it is at the discretion of Envirotect Limited if any claim is valid. Otherwise, the Purchaser shall be deemed to have accepted the goods in accordance with the terms of the contract.

6. Warranties

All warranties from Envirotect Limited are as per those stated in the accepted quotation/offer. Any statutory or other warranty, condition or representation whether express or implied is hereby excluded and extinguished. To the extent aforesaid Envirotect Limited accepts no liability whatsoever for any loss or damage whether consequential or direct and whether suffered by or occasioned to the Purchaser, the employees, agents of the Purchaser or a third party which may arise after delivery and/or installation of the goods or materials.

7. Retention of title (a) Envirotect Limited holds the title to the goods delivered and/or installed until the Purchaser has made full payment for the goods and/or installation. **(b)** Envirotect Limited also holds title to the goods and/or installation delivered/installed until the Purchaser has made full payment of all other monies due from the Purchaser to Envirotect Limited. **(c)** Until title passes Envirotect Limited has the right to recover any goods whether installed or not, in the Purchaser's

possession or control to which it holds the title and Envirotect Ltd is hereby given the right to enter any land or building where the goods are stored or installed to collect such goods whether fixed or not. **(d)** If the Purchaser processes or installs the unpaid goods into/or to form part of a new object Envirotect Limited is granted title to the new object proportionate to the value of the unpaid goods in the new object until such time as it has received full payment for the original goods. **(e)** If the Purchaser sells any unpaid goods or new object the Purchaser hereby assigns a proportion of its claim on any third party equivalent to the debt for the unpaid goods/new object sold. **(f)** Each sub clause **(a)-(e)** above shall have effect as a separate clause and accordingly in the event of any of them being unenforceable for any reason the others shall remain in full force and effect.

8. Payment

Agreed prices do not include Value Added Tax or any other tax or duty unless expressly stated. If no payment terms or penalty interest terms are specifically agreed, **(a)** payment shall be made 30 days from the end of the month of invoice date and **(b)** penalty interest of 3% p.a. over NatWest Bank plc base rate for the time being in force from the due date until actual payment. Acceptance of any offer constitutes the Purchaser's agreement for Envirotect Limited to obtain credit references and insurance from Euler Hermes. If Euler Hermes decline to offer insurance for the Purchaser any goods or services must be paid for in full prior to the commencement of manufacture, delivery and/or installation.

9. Cancellation charges

We reserve the right to charge for costs incurred if any order is cancelled.

10. Entire agreement

This agreement with its enclosures and appendices (eg. order acknowledgement, quotation or specifications) agreed in writing contains the entire agreement between parties. This agreement will therefore supersede all previous and contemporaneous negotiations, commitments and understandings between the parties, whether written or oral, with respect to the goods and/or installations covered by this agreement.

11. Proper law

This agreement between Envirotect Limited and the Purchaser shall be deemed to have been made in England and shall be governed in all respects by English law and the Purchaser shall submit to the jurisdiction of the English Courts.

12. General limitation of liability

With the exception of what is expressly provided for in these Terms and Conditions, or otherwise agreed, Envirotect Limited shall in no circumstances, including product liability, be held liable for any incidental, indirect or consequential, loss or damage including, but not limited to, loss of profit, loss of production, discarded production or claims from the Purchaser's customer. This limitation, however, does not apply in the event of gross negligence or intent.

13. Acceptance

Acceptance of any offer or quotation from Envirotect Limited by the Purchaser is deemed to be acceptance of these Terms and Conditions WITHOUT exceptions.

14. GDPR/Privacy Policy

Please see www.envirotectltd.co.uk for Envirotect Limited's Privacy Policy. All information relating to the Purchaser will be kept securely and will only be used in the line of the accepted relationship between Envirotect Limited and the Purchaser. Retention of any information will be held in accordance with good business practice and as required by Company Law. The Purchaser reserves the right to request that all such information be removed from the records of Envirotect Limited.