

CONDITIONS OF SALE

1. Interpretation

In these Conditions:

BUYER means the legal entity who accepts a quotation of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller.

1.2. GOODS means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these Conditions.

1.3. SERVICES means any maintenance visits carried out by one of the Sellers employees, subcontractors, or system assessments, site visits, remedial works or upgrade works.

1.4. SELLER means Direct Pumps and Tanks, Unit 8-9 Cossall Industrial Estate, Soloman Road, Ilkeston, Derbyshire, DE7 5UA.

Direct Pumps and Tanks Ltd may also be referred to as DPT, which is an abbreviation of the company name.

1.5. CONDITIONS means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller.

1.6. CONTRACT means the contract for the purchase and sale of the Goods or services.

1.7. WRITING means letter of communication but not email.

1.8. BESPOKE means items that are built to customer requirements or specification and fall outside of the standard Seller range of listed products.

1.9. BUILT-TO-ORDER means items that are custom built and normally carry long lead-times or considerable cost to the Seller.

1.9. 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.

1.10. The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Basis of the sale

2.1. The Seller shall sell and the Buyer shall purchase the Goods or Services in accordance with any written quotation of the Seller which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Seller, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.

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

2.3. The Seller's employees or agents are not authorised to make any representations concerning the Goods or Services unless confirmed by the Seller in Writing. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations which are not so confirmed.

2.4. Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the installation, application or use of the Goods which is not confirmed in Writing by the Seller is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

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

3. Orders and specifications

3.1. No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller's authorised representative.

3.2. The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms. For the avoidance of doubt, the Seller shall not and does not undertake any design work or accept any design responsibility in respect of the Goods or in connection with any matters associated with the Goods or their installation or operation.

3.3. Factors such as rainfall rates, evaporation, filter blinding, debris in system are all variable and out of the Seller's control and will affect the amounts of rainfall which can be stored. Likewise varying amounts of waste in foul systems can also effect the effectiveness of the system if unsanctioned items such as sanitaryware are entered into the system.

3.4. The quotation provided is accurate for the products stated based on the information provided by the buyer. The buyer has the sole responsibility for checking all technical requirements such as litres per second, demand, pressure, head, rising main, frictional losses, and self cleansing velocity. The Buyer must assume all risk and responsibility in this regard.

3.5. The quantity, quality and description of and any specification for the Goods or Services shall be those set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller).

3.6. The installation manual provided by the Seller to the Buyer is not site specific and contains general instructions and specifications. It is the responsibility of the Buyer to fully read the manual and check the instructions and specifications against their own specifications to assess their suitability. It is the ultimate responsibility of the Buyer to carry out the installation to the requirements set out in the manual in line with the requirements of the contract specification where site conditions may have an impact on the installation. The Seller takes no responsibility for any

costs, losses, liability for damage which occurs to the goods as a result of incorrect installation or unsuitability of the product for the site conditions.

3.7. The Seller cannot guarantee the water quality provided by the Goods. A variety of contaminants may enter the system including but limited to natural debris, sediment, bacterial elements, material elements, building materials and these are out of the control of the Seller. The Buyer warrants that connections to the system will be made in accordance with the installation manual provided by the Seller. The Seller shall not be held responsible for poor water quality as a result of, but not limited to any of these contaminants, or for poor water quality as a result of any installation and pre commissioning works carried out by the Buyer or the Buyers contractors. Responsibility for a continued high standard of water quality post commissioning is that of the end user and can be achieved by carrying out maintenance on the Goods as per the operation and maintenance manual supplied by the Seller. Water quality may also be affected by lack of maintenance of the goods and environment in and around the building and it is the responsibility of the end user to ensure these are maintained to a high standard.

3.8. If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyers specification.

3.9. The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or EC requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.

3.10. No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller 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 Seller as a result of cancellation.

4. Price of the goods or services

4.1. The price of the Goods or Services ("the Price") shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of acceptance of the order. In the event that the Buyer wishes the Seller to commission the Goods in accordance with Clause 10, any charge to be made by the Seller will be charged to the Buyer in addition to the Price.

4.2. The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the Price to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), delays to delivery beyond the 3 months from date of order where a price increase has been applied in the meantime, any change in delivery dates, quantities or specifications for the Goods or Services which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

4.3. Except as otherwise stated under the terms of any quotation or in any price list of the Seller, and unless otherwise agreed in Writing between the Buyer and the Seller, all prices are given by the Seller on an ex works basis, and where the Seller agrees to deliver the Goods or Services otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport.

4.4. The Price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.

5. Terms of payment

5.1. Subject to any special terms agreed in Writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the Price and any further charges the Buyer is liable to pay on acceptance of the Buyer's order by the Seller or acceptance of the Seller's quotation by the Buyer.

5.2. Unless agreed credit facilities are in place, payment of the invoice shall be on a proforma basis;

5.3. Save for the payment referred to at Paragraph 5.2. above (which shall be payable forthwith) The Buyer shall pay the Seller's invoice (without any other deduction) within 30 days of the date of the invoice, where credit account facilities have been agreed, and the Seller shall be entitled to recover the same, notwithstanding that property in the Goods has not passed to the Buyer. Any discrepancies on the invoice must be notified to the Seller, in writing, within 7 days of the date of the invoice. Delays in payment due to discrepancies of which the Seller has not been notified are not acceptable and payments will be made as per the agreed terms from the original invoice date. The time of payment of the invoice shall be of the essence of the Contract. Receipts for payment will be issued only upon request. The Seller reserves the right to withhold further Goods or Services or issue subsequent reports and documentation until payment of all outstanding invoices is settled, even if these are within terms.

5.4. If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

5.4.1. cancel the contract or suspend any further deliveries to the Buyer;

5.4.2. appropriate any payment made by the Buyer to such of the Goods or Services (or the goods or services supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and

5.4.3. charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 6 per cent per annum above HSBC Bank base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

5.4.4. Charge the Buyer for legal costs both at the point of a final written warning and again at the point of notice of legal proceedings being issued. These legal costs are payable by return and are also subject to interest at the above rate.

5.4.5. Revoke all credit facilities previously agreed in writing and charge the client on a proforma basis until a stable trading pattern can be guaranteed.

5.4.6. Payments by cash or cheque cannot be accepted. All payments should be made by electronic transfer directly to the Seller's bank account.

6. Delivery

6.1. Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place.

6.2. Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

6.3. Goods may be delivered on a variety of vehicle types and the Seller cannot guarantee what type of vehicle the Goods will arrive on but, without placing any legal obligation on the Seller, the buyer can request the type of vehicle being used for delivery of the Goods in advance. The quotation has been based upon the assumption that the Seller has good access for height and length to the storage or offloading area. Vehicles do not come with offloading equipment unless otherwise stated in the quotation. The Buyer is not responsible for offloading any Goods from the delivery vehicle or setting them in place and providing suitable lifting equipment to do so. This is the responsibility of the Buyer. Should any of the above not be the case then the Seller reserves the right to adjust the price accordingly.

6.4. The Seller cannot guarantee a timed delivery slot and will not be held responsible for any costs incurred by the Buyer relating to delivery including but not limited to equipment hire, materials or labour.

6.5. Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

6.6. If the Seller fails to deliver the Goods (or any instalment) or fails to commission the Goods for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller'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 over the price of the Goods or (in the case of the Seller's failure to commission the Goods) for the reasonable costs of an alternative contractor undertaking the same.

6.7. All quotations are inclusive of 1 hours standing time by the delivery driver and the Seller reserves the right to charge for additional waiting time over and above that included, for any reason including but not limited to site delays or offloading equipment not being ready for the delivery. The Seller also reserves the right to abort the delivery after a reasonable amount of waiting time, without notice where the Buyer fails to remove the Goods from the delivery vehicle for any reason. This may incur costs which the buyer is responsible for.

6.8. Where the Buyer cancels the delivery of the Goods, but the Goods are already in transit, the Buyer will be liable for the costs of delivery, storage and re-delivery (including insurance) until actual delivery on an alternative date. The Seller will not be responsible for any site delays or associated costs which may result in an additional lead time for an alternative delivery date.

6.9. If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyers reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may:

6.9.1. store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or

6.9.2. charge the Buyer for delivery of the Goods to a storage facility, and redelivery of the goods on an alternative date

6.9.3. 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 or charge the Buyer for any shortfall below the Price.

6.10. Where there has been an aborted delivery the Seller shall not be responsible for any additional costs including but not limited to delays on site due to additional lead times for re-delivery, equipment hire, cost of materials, such as concrete, labour and any associated works.

6.11. The Buyer must notify the Seller at the time of order of any specific requirements for identity or site inductions which may add to or delay the delivery times. The Seller cannot be held responsible for any delays to the delivery relating to identity requirements or inductions where notification has not been supplied to the Seller in writing, or at late notice.

7. Risk and property

7.1. Risk of damage to or loss of the Goods shall pass to the Buyer:

7.1.1. in the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection; or

7.1.2. in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

7.1.3. For the avoidance of doubt, in the case of Goods to be delivered otherwise than at the Seller's premises, risk of damage or loss of the Goods shall pass to the Buyer before the Goods are offloaded from any means by which they have been transported.

7.2. Where there has been damage to the Goods in transit, the Seller shall not be responsible for any additional costs including but not limited to delays on site due to additional lead times for re-delivery, equipment hire, cost of materials, such as concrete, labour and any associated works.

7.3. It is the Buyers responsibility to provide safe and appropriate offloading equipment to remove the Goods from the delivery vehicle and should allow for the length and weight of the Goods and

support the load fully. It is the Buyers responsibility to carry out a site specific risk assessment if deemed appropriate by the Buyer, including but not limited to the provision of a banksman and qualified workforce to remove and supervise offloading of the Goods from the delivery vehicle

7.4. The Buyer is to ensure correct equipment is used to offload products in the correct manner to avoid damage to products.

8. Warranties and liability

8.1. Subject to the conditions set out below the Seller warrants that the Goods and Services 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 the date of their initial use or 12 months from delivery, whichever is the first to expire.

8.2. The above warranty is given by the Seller subject to the following conditions:

8.2.1. the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;

8.2.2. the Seller shall be under no liability in respect of any performance issues of the Goods supplied where this has been based on information supplied by the Buyer, or on lack of information provided by the Buyer as regards, but not limited to, other equipment, connections, building parameters which may affect how the Goods supplied will operate.

8.2.3. the Seller shall be under no liability in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), failure to commission or maintain the Goods properly, or misuse or alteration or repair of the Goods without the Seller's approval;

8.2.4. the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;

8.2.5. the above warranty does not extend to parts, materials or equipment not manufactured by the Seller, 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 Seller.

8.2.6. the Seller shall be under no liability in respect of any labour or remedial work charges where a faulty item has been returned to the Seller by the Buyer and a replacement item issued.

8.3 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or Services or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 7 days from the date 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 Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller 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.

8.4. Any costs relating to the return of items to the seller are the responsibility of the buyer. These costs will be credited back to the seller if an issue is found to be covered by the warranty.

9. Insolvency of buyer

9.1. This clause applies if:

9.1.1. 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 (other than for the purposes of amalgamation or reconstruction); or

9.1.2. an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or

9.1.3. the Buyer ceases, or threatens to cease, to carry on business; or

9.1.4. the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

9.2. If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer. 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. Commissioning of the Goods

10.1. If the Seller has provided Goods and agrees with the Buyer to commission the Goods after their installation by or on behalf of the Buyer, the Seller may (at its sole discretion) make a charge for doing so which charge may either be included in the price of the Goods or may be invoiced separately.

10.2. In order for the Seller to commission the Goods, the Buyer shall ensure that they have been competently installed and in accordance with any instructions/ manuals/ drawings given by the Seller, and that the place of installation is reasonably clean, properly lit and reasonably accessible and safe so as to enable the Seller to undertake the commissioning within a reasonable time.

10.3. If it is not possible for the Seller to commission the Goods within a reasonable time or at all due to a breach of clause 10.2 the Seller reserves the right to charge in respect of any attempt to do so whether or not the Goods have been commissioned either in part or at all.

10.4. The Seller accepts that if the Goods are not installed in accordance with the manual provided by the Seller and the commissioning is aborted, that a re-visit will be chargeable. No commissioning certificate will be issued until the Seller is confident that the installation is fully correct and complete.

10.5. Commissioning dates are booked up in advance. Lead times can vary but at least 2 weeks notice is required to book a commissioning. Cancellations within 3 working days of the date of commissioning will be chargeable and a recommissioning fee will be chargeable.

11. Maintenance of the Goods

11.1. The Goods supplied by the Seller require regular maintenance to ensure correct operation during system life. The Buyer warrants that he has made provision for Goods to be serviced in accordance with the installation manual during the liability period following commissioning.

12. Return of Standard Stocked Equipment

12.1. Returns are only accepted if equipment supplied by the Seller is faulty, damaged, or supplied incorrectly against a valid purchase order.

12.2. Damaged equipment will need to be assessed by the Seller to determine if damage has taken place during manufacture, during shipping, or taken place on-site. Liability may lay with Seller, Buyer, or third-party shipping partner depending on outcome.

12.3. Returns are not accepted if incorrect specification has been provided by the client and Seller has built equipment to the supplied customer specification. Returns are also not accepted due to change in customer circumstances or requirements once equipment has been delivered.

12.4. If a return is agreed between Seller and the Buyer then the Buyer will be liable for the following fees:-

- a) 25% restocking charge of original order value.
- b) All collection charges will be chargeable to the Buyer.
- c) Cleaning charges will be applied to the Buyer at a flat fee of £50.00.

12.5. Any returned equipment will be subject to inspection by the Seller, any damage to items will be charged back to the Buyer to account for replacement and fitting of replacement parts. The Seller will provide a breakdown of damage as well as photographic evidence where possible.

12.6 Damage charge cost lays solely with the Seller and chargeable values are non-negotiable with the Buyer.

12.7. All charges are to be settled within 30 days of receipt of returned equipment.

12.8. Failure to settle outstanding return and damage charges may impact Buyer ability to place new orders until outstanding values are resolved.

13. Return of Bespoke or Built to Order Built Equipment.

13.1. Returns are only accepted if equipment supplied by the Seller is faulty, damaged, or supplied incorrectly against a valid purchase order.

13.2. Damaged equipment will need to be assessed by the Seller to determine if damage has taken place during manufacture, during shipping, or taken place on-site. Liability may lay with Seller, Buyer, or third-party shipping partner depending on outcome.

13.3. Bespoke built items or Built to Order items are not returnable under any other circumstances.