



All orders accepted by Euro-Tech (Export) Ltd (the Company) are subject to the Terms and Conditions of Sale as set out below:

## 1. DEFINITIONS

"the Company" means Euro-Tech (Export) Limited.

"the products" means any products specified on the order acknowledgement form of which these conditions form part.

"the Customer" means the person, organisation or company with whom the sale or supply of products is concluded.

"the price" means the price of the products and any other charges specified by the Company either orally or in any documentation.

"specification" means the technical description (if any) of the products, contained or referred to in the order.

"the order" means the order placed by the Customer for the supply of the products.

"the quotation" means the quotation prepared by the Company as an offer to the Customer

## 2. GENERAL

(a) Whenever the Company supplies any products or services or gives any information or advice to the Customer, whether gratuitously or otherwise, it does so subject to the following conditions, which shall be deemed to be incorporate in contracts between the Company and its Customers. If and insofar as in any case a condition or part of a condition shall be void or illegal under any legislation or the common law, that condition or part of the condition shall to that extent not apply but without prejudice to the rest of the condition or conditions.

(b) The following conditions may not be modified or varied unless agreed to in writing by the Company and the Company shall not be deemed to accept such other conditions nor waive any of these conditions by failing to object to provisions contained in any purchase order or other communication from the Customer.

(c) The headings of these conditions are for convenience only and shall have no effect on the interpretation of the conditions.

(d) No other terms will apply to the supply of products by the Company unless agreed expressly in writing.

## 3. QUOTATIONS AND ACCEPTANCES

No estimate or quotation by the Company constitutes an offer. The contract is made only when the Company has indicated its acceptance of an order in writing.

The Company reserves the right to decline to trade with any company or person. In addition the Company may decline to accept an order whether or not payment has been received, by giving notice of non-acceptance to the Customer by phone letter or email within a reasonable period from receipt of the order by the Company.

All descriptions of products provided in quotations or orders are approximate only and do not form part of the contract between the Company and the Customer. The Company shall not be liable to the Customer for an errors or omissions regarding product descriptions.

## 4. PRICES

(a) Unless otherwise stated the price is exclusive of the cost of packing, insurance and delivery and of Value Added Tax (VAT) at the current rate and is subject to a charge to cover packing, insurance, carriage and where relevant documentation and Chamber of Commerce and Consular fees, and to the addition of any liability for tax and duties.

(b) The price is based on current costs at the date of quotation. The Company reserves the right at any time prior to the delivery of the products to adjust the price to take account of any increase in the costs to it of materials,



labour or services or of any currency fluctuations which increase the costs to it of products imported into the United Kingdom, and to amend any errors or omissions. Furthermore, where products are ordered from the Company's suppliers on behalf of Customers, either as an individual order or as the completion of order following a part delivery, the Company reserves the right to modify its price to the Customer in the event of the supplier increasing its price to the Company after the time of quoting to the Company.

In the event of price changes being made for any of the reasons specified in this condition, the Company will, as soon as it is able, inform the Customer of the revised price and the Customer shall thereupon be entitled to cancel its order or outstanding part thereof without incurring the penalties set out in condition 15 below.

(c) In the event of any variation of suspension of orders through the Customer's instructions or lack of instructions prices may be increased to cover any extra expenses thereby incurred by the Company.

(d) On sales by the Company expressed to be EX-WORKS, CPT, CIP, FCA, DAP, Delivered or any other terms, these conditions shall be interpreted under the Incoterms 2010 but the Company will charge and the Customer shall pay all expenses to the Company of arranging delivery in accordance with these terms.

## 5. INFORMATION

All drawings, illustrations, designs, specifications, descriptions, price lists, catalogues, other information or representations, whether oral or written, issued or made by the Company, shall not form part of any contract unless expressly incorporated therein. The Company shall make every effort to ensure the accuracy of technical data or literature relating to products, but the Company (so far as permitted by law) accepts no liability in contract, tort or otherwise for any loss damage or injury arising directly or indirectly from any error or omission in the technical data or literature.

## 6. NON UK MADE COMPONENTS

Where it is possible to give details of individual manufacturers of components imported from outside the United Kingdom for Chamber of Commerce or Consular purposes the Company is willing to do so on request but shall not be liable for any omission to do so. The Company shall in any event not be liable to obtain other than United Kingdom Chamber of Commerce certificates or to arrange for Consular legalisation outside the United Kingdom.

## 7. COPYRIGHT

All drawings, descriptions, price lists and other information issued by the Company shall remain the property of the Company together with the copyright therein.

## 8. INTELLECTUAL PROPERTY RIGHTS

If any claim shall arise whereby it is alleged that the sale, use or any other dealing with products infringes trade marks, trade names, patents, copyrights, registered designs or any intellectual property rights of third parties, the Customer shall forthwith notify the Company thereof and give every assistance to the Company in connection with such claim as the Company may reasonably require and shall not in itself handle, deal with or compromise any such claim except with the written consent of the Company.

## 9. INSPECTION, DELIVERY DELAYS and NON-DELIVERY

The Company will deliver products only to the Customer's usual business address unless otherwise agreed in writing.

(a) Time of delivery is not to be, nor to be made capable of being made the essence of the contract. Any times quoted for delivery are estimates only and the Company shall not be liable for failure to deliver within the time quoted. The Customer must take delivery of any products within 7 days of despatch by the Company of a notice



requesting the Customer to take delivery. If the customer fails to take delivery of the products as so provided, or if the Company does not allow the Customer to take delivery of the products because the Customer has not complied with the provisions relating to payment, the Customer shall be liable to the Company for any loss occasioned by its failure to take delivery and also for a reasonable charge for the care and custody of the products, provided that nothing in this clause shall affect the rights of the Company where the failure to take delivery amounts to a repudiation of the contract.

(b) Subject to express instructions in writing given by or on behalf of the Customer, the Company reserves absolute discretion as to the means, route and procedure to be followed in the handling, storage and transportation of the products.

(c) Risk of loss or damage to the products shall on delivery pass to the Customer.

(d) Claims for loss or damage in transit or shortage of or delay in delivery will only be considered by the Company if, in the case of loss, the carrier and the Company are notified in writing within 14 days of receipt by the Customer of the Company's invoice, and in the case of damage, shortage or delay so notified of the nature and extent thereof 14 days after delivery.

(e) Unless otherwise agreed in writing, the Company shall be entitled to make partial deliveries or deliveries by instalments and the conditions herein contained shall apply to each partial delivery.

(f) Deviation in quantity of the products delivered (representing not more than 10% by value) from that stated in the contract shall not give the Customer any right to reject the products or to claim damages and the Customer shall be obliged to accept and pay at the contract rate for the quantity of the products delivered.

(g) The Customer must inspect the products as soon as is reasonable possible after delivery and shall within 14 days of delivery give notice to the Company of:

(1) any defect in the product that is apparent on reasonable examination. In this case the Company shall at its discretion replace the products or refund the purchase price. In any event the Customer must refuse to take delivery of parcels in a damaged condition.

(2) any shortfall in products delivered. In this case the Company shall at its discretion deliver the undelivered shortfall or refund the price of the undelivered products.

(3) any delivery of products not in accordance with the order. In this case the Company shall at its discretion replace the products or refund the purchase price.

(4) any non-delivered products. In this case the Company shall at its discretion deliver the undelivered products or refund the price of the undelivered products.

The remedies set out above are the Customer's only remedies for non-delivery or short-delivery of products or for apparent defects in the products or delivery of products not in accordance with the order.

The Company shall not be liable for any losses, consequential or otherwise or for costs (including legal costs), expenses, liabilities, injuries, loss of profits, business or economic loss, depletion of goodwill, damages, claims, demands, proceedings, judgements or otherwise arising from these circumstances.

If the Customer fails to give any such notice the products will conclusively presumed to be, in all respects, in accordance with the order and free from apparent defects and the Customer will be deemed to have accepted the products accordingly. The Company's record of the products despatched (including the quantity) shall be conclusive evidence of the products received by the Customer, unless proved otherwise by the Customer.

(g) In the event of the Customer rejecting the products by reason of the products not being in accordance with the contract, the Customer shall, when giving notice of such rejection, specify the reasons therefore and shall, subject to condition 14 below, forthwith return the rejected products to the Company.

## 10. PAYMENT



- (a) Cash with order by Draft or Cheque drawn on a clearing bank in the United Kingdom.
- (b) Irrevocable Letter of Credit drawn for payment in London at sight and in Sterling. Notwithstanding the provisions of condition 9 above and part shipment must be allowed and paid for.
- (c) Net cash against documents, which shall be acceptable by the Company only after approval by the Company of any one bank and two trade references.
- (d) For UK Confirming Houses, Shippers and Customers within the EU: Net monthly terms (subject to satisfactory references and the absolute discretion of the Company): Payment to be made by the twentieth day of the month following the month in which the products are despatched.
- (e) Payment can be accepted by the following credit cards: Access, Visa, Mastercard and American Express: Debit Cards can also be accepted
- (f) All payments must be made without deductions, set-off or counterclaim
- (g) All bank charges must be borne by the Customer

#### 11. BREACH OF FINANCIAL CONDITIONS

If any sum is not paid by the due date for payment then without prejudice to any other right of remedy all sums outstanding from the Customer become immediately due and payable notwithstanding that such sums may not be otherwise due until a later date.

- (a) If any of the Customer's obligations to the Company are not fulfilled or if the Customer's financial or other condition at the time does not, in the Company's unfettered judgment, justify continuance of the contract on the terms of payment specified, the Company may, without prejudice to any other rights it may have, cancel any outstanding order with the Customer and suspend any deliveries or manufacture of any of the products unless the Customer makes such payment for any of the products ordered as the Company may require.
- (b) If an order is so cancelled or suspended by the Company or if an order is cancelled or suspended by the Customer, the Customer shall indemnify the Company on demand against all losses (direct or indirect, which later shall include loss of profit and of contract), costs (including the costs of all labour and materials used and overheads incurred), damages, charges and expenses arising out of the order and the cancellation or suspension thereof (the Company giving credit for the value of any such materials sold or utilised for other purposes).
- (c) If the Customer fails to make any payment by the due date then, without prejudice to any other right or remedy available to us, the Company shall be entitled to charge you interest (both before and after any judgment on the amount unpaid) at the rate of 8 percent per annum above the Bank of England base rate from time to time and will be compounded monthly until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

#### 12. VALUE ADDED TAX (VAT)

Where chargeable Value Added Tax will be charged at the rate applicable at the date of despatch.

Where a supply of Products or Services takes place within the United Kingdom, VAT must be charged at the Standard Rate applicable even if they are claimed to be for subsequent Export.

Where a supply of Products or Services takes place within another European Union Member State, VAT will not be charged providing an EU VAT Registration Number is held on our records (the Destination System). If the Customer is unregistered, VAT must be charged at the Standard Rate applicable (the Origin System).

Where a supply of Products of Services is made outside the United Kingdom or other EU Member States, VAT will be Zero-Rated provided the conditions of VAT Notice 703 apply.

#### 13. LETTERS OF CREDIT



The company will accept Letters of Credit only on the following conditions: The Letters of Credit must be subject to the Uniform Customs and Practice for Documentary Credits ICC Publication No. 600) and

- (a) be irrevocable and confirmed by a recognised bank in England;
- (b) provide for payment of the Company at sight, in Sterling and in the United Kingdom;
- (c) allow part shipment;
- (d) specify that the Customer will pay for all the costs of and incidental to the Letters of Credit;
- (e) conform to the Company's quotation with regard to price, method of despatch and validity;
- (f) allow the Company a reasonable time within which to ship and present documents;
- (g) indicate if necessary the Country of Origin and if relevant to state "Origin - various";
- (h) be written in English.

#### 14. RETURNS

The Customer may only return products to the Company and / or receive a credit or a refund on the following conditions:

- (a) The Customer must contact the Company prior to the return of any product and must receive a Return Material Authorisation (RMA) in writing from the Company.
- (b) All returns must be clearly marked with the RMA number and returned to the trading address of the Company within 30 days of the date of the RMA, and sent on a freight prepaid basis.
- (c) the products must be returned to the Company in original condition and packaging and in a condition which will enable them to be fit for re-sale.
- (d) if the products are returned not in accordance with a to c above eg in an un-fit state the Company will refuse the delivery and return the products to the Customer at the Customer's expense.

#### 15. CANCELLATIONS

The Customer may not cancel an order once accepted by the Company. The Company may at its discretion and in writing allow an order to be cancelled subject to the Company recovering from the Customer the costs incurred by the Company.

Any order for stock items cancelled after the day following the Company's receipt of such orders shall be subject to an administration charge of £15.00 or 20% of the value of the order, whichever shall be greater. When products are specially ordered by the Company from a supplier on behalf of the Customer the Customer shall reimburse the Company for any charges levied by the supplier in respect of cancellations by the Customer together with the aforementioned administration charge in respect of the processing of the original order and the cancellation.

#### 16. RESERVATION OF TITLE

- (a) The ownership and legal title to the products shall remain in the Company until the Company has received payment in full for:
  - (i) the products the subject of this contract and
  - (ii) all other products the subject of any other contract between the Company and the Customer which have been delivered to the Customer but payment for which is still outstanding at the time of payment in full for the products the subject of this contract. Until the date of payment the Customer is required to store products in such a way that such products are clearly the property of the Company.
- (b) If the Customer sells the products prior to making payment in full for them, the legal entitlement of the Company therein shall attach to the proceeds of such sale or to the claim for such proceeds.



- (c) Should the products, whilst in the legal ownership of the Company, be subject to processes which result in their becoming part of a new product or products, the Company shall be the legal owner of such new product or products and the Customer shall keep the same on behalf of the Company in the capacity of fiduciary owner. The Customer shall store such new product or products in such a way that it or they can be recognised as the property of the Company. The Customer shall be permitted to sell and deliver the new product or products to a third party in the normal course of business provided that as long as the Customer has not discharged its indebtedness to the Company, the Customer shall hand over to the Company the proceeds of the re-sale.
- (d) So long as the products remain in the legal ownership of the Company, the Company shall have the right, without prejudice to the obligation of the Customer to purchase the products, to recover and take possession of the products (and for that purpose to enter any premises occupied by the Customer for that purpose).
- (e) The Company may maintain any action for the price notwithstanding that the property in the products may not have passed to the Customer.

#### 17. RIGHT OF RETENTION

The Company shall have the right to retain any products in the possession of itself or its agents and a particular lien over such products in order to secure the payment to it of any monies due to it in respect of those products from the Customer or from the owner or the consignee thereof. The rights of retention and lien shall be exercised as soon as the products come into possession of the Company or its agents.

#### 18. WARRANTY

The Company will, at its option, either replace, repair or issue credit to the Customer for any products found to be defective by reason of faulty materials or poor workmanship provided that:-

- (a) the Company is notified in writing 14 days of the discovery of any such defects by the Customer and in any event not later than 12 months from the date of delivery and invoice;
- (b) the defective products are returned to the Company accompanied by a Field Failure Report or a letter stating in full the reasons why the products are believed by the Customer to be defective, transportation charges being pre-paid by the Customer;
- (c) examination by the Company of such products shall disclose to its satisfaction that such defects have not been caused by misuse, neglect, improper installation, improper repair, alteration or accident;
- (d) the Customer shall pay to the Company the costs (as certified by the Company) of any examination of such products as a result of which the Company does not admit liability;
- (e) this guarantee does not extend to any products of parts thereof sold but not manufactured by the Company but the Company will, as far as possible, pass to the Customer the benefit of any guarantee given to the Company by the manufacturers thereof.
- (f) The Customer shall have no remedy in respect of any untrue statement made to it upon which it relied in ordering products from the Company (unless an untrue statement was made knowing that it was untrue) other than any remedy it may have expressly set out in these terms and conditions of sale. Save as expressly provided in these terms and conditions of sale, all implied warranties, terms and conditions (whether statutory or otherwise) concerning the supply or non-supply of products are excluded to the fullest extent permitted by law (including without limitation the implied terms of satisfactory quality and fitness for purpose)
- (g) The Company will not be liable to the customer for any loss, damage or liability of any kind whatsoever which arises out of a breach of implied warranties, terms and conditions (statutory or otherwise) or breach of any other duty of any kind imposed on the Company by operation of law. The Customer acknowledges that it is responsible for ensuring that the products it orders are fit for the purposes for which it intends to use them.



## 19. EXCLUSION OF LIABILITY

(a) Save as expressly provided for in condition 18 above, the Company shall be under no liability whether in contract, tort or otherwise in respect of losses (whether direct, indirect or consequential), expenses, liabilities, injuries, loss of profits, business or economic loss, depletion of good will, costs (including legal costs), claims, demands, proceedings, judgements or otherwise resulting from the failure to give advice or information or the giving of incorrect advice or information whether or not due to its negligence or that of its employees, agents or sub-contractors.

(b) The Company shall not be liable for economic loss, punitive damages, loss of revenue or profits or expected future business, damage to reputation or goodwill, loss of any order or contract or any consequential or indirect loss or damage, all that might result from or be connected with (1) any express or implied terms of the contract between the Company and the Customer (2) any duty of any kind imposed on the Company by law arising out of or in relation to the contract between the Company and the Customer (3) any defect in product (4) intellectual property rights infringement or (5) any other loss whatsoever arising out of these terms and conditions of sale.

(c) Nothing in these terms and conditions of sale (including without limitation Clauses 14 and 15 of these terms and conditions) shall exclude or limit liability for death or personal injury caused by the Company or its employees, agents or sub-contractors or for fraud.

## 20. FORCE MAJEURE

The Company shall not be under any liability of whatsoever kind for non-performance in whole or in part of its obligations under the contract due to causes beyond the control either of the Company or of the Company's suppliers, including, but not limited to, acts of God, acts of the Customer or a third party, war, terrorism, sabotage, insurrection, government regulations, embargoes, strikes, labour disputes, illness, flood, fire, tempest, delay in delivery to the Company or to the Company's suppliers or shortage of any products or materials. In any event, the Company may, without liability, cancel or vary the terms of the contract including but not limited to extending the time for performing the contract for a period at least equal to the time loss by reason of such events. Should the force majeure event continue for a period longer than 14 days, the Company may cancel the affected order or cancel the whole or part of these terms and conditions of sale without any liability to the Customer.

## 21. INDEMNITY

The Customer shall comply with these conditions and all instructions of the Company and all obligations expressed or implied, by common law or by statute in relation to the use, processing, storage and sale of the products and shall indemnify the Company against any costs, claims, demands, expenses or liability (including liability for any indirect losses including, but not limited to, loss of profit or of contracts) which the Company may incur of whatsoever nature and howsoever arising out of or in connection with any breach of such conditions, instructions or legal obligations.

## 22. ASSIGNMENT

The Customer shall not assign or transfer or purport to assign or transfer the contract or the benefit thereof to any person.

## 23. SUB-CONTRACTS

The Company reserves the right to sub-contract the performance of the contract or any part thereof.



## 24. NOTICES

Any written notice or consent to be given hereunder shall be deemed to have been duly given if sent or delivered to the Customer at any of its places of business and which may be made by letter, fax, or email.

## 25. DATA PROTECTION AND CUSTOMER INFORMATION

The Company is registered as a Data Controller under the Data Protection Act 1998. The Company may send to the Customer and its employees details of products or services offered by the Company that may be of interest to the Customer. If the Customer or its employees do not wish to receive details of these offers they should contact the sales department at the Company in writing by post, fax or email requesting that they be removed from the mailing list of the Company. The Customer consents that the Company may use the name of the Customer by disclosing it to certain suppliers of the Company for any purpose.

## 26. LIMITATION OF USE

Products sold by the Company are not recommended or authorised for use in any application in which the failure of any single component could cause substantial harm to persons or property such as life support systems, surgical implantation, nuclear or aircraft applications.

## 27. PROPER LAW AND JURISDICTION

- (a) This contract shall be governed by English Law and the English Courts shall have exclusive jurisdiction in any dispute which may arise.
- (b) By entering into a contract the Customer hereby irrevocably submits to the non-exclusive jurisdiction of the High Court of Justice in England and agrees that any legal proceeding against the Company shall be brought only in the High Court of Justice in England. The Company may bring legal proceedings against the Customer in any court of competent jurisdiction whatsoever.