



1. DEFINITIONS

1.1 "DelAgua" shall represent DelAgua Water Testing Limited or any other subsidiary thereof,

1.2 "Buyer" means the person, firm, organisation or company whose order is accepted by DelAgua

1.3 "Goods" means all those goods, materials, equipment and services specified on the order form and which are to be supplied to the Buyer by DelAgua under these Conditions of Sale.

1.4 "Contract" means the contract for the purchase and sale of Goods.

1.5 Any reference in these conditions to any statute or provision of a statute shall be construed as a reference to that statute as amended, re-enacted or extended at the relevant time.

1.6 The headings in these conditions are for convenience only and shall not affect their interpretation.

2. BASIS FOR SALE

2.1 All goods sold by DelAgua are sold subject to these conditions and which shall be the sole terms and conditions of any sale.

2.2 No Contract shall be made until DelAgua has issued a written acceptance of the Buyers order.

2.3 No amendment variation or addition to the Contract shall be binding unless accepted in writing by DelAgua.

2.4 DelAgua employees or agents are not authorised to make any representations concerning the Goods unless confirmed by DelAgua in writing.

3. ORDERS AND SPECIFICATIONS

3.1 DelAgua reserves the right to make any changes in the specification of the Goods, at any time without notices which are required to conform to any applicable safety or other statutory requirements or, where the Goods have to be supplied to DelAgua specification, which do not materially affect the quality of performance.

3.2 No order which has been accepted by DelAgua may be cancelled by the Buyer except with the agreement in writing of DelAgua and on terms that the Buyer shall indemnify DelAgua in full against all loss including the cost of all labour and materials used, damages, charges and expenses incurred by DelAgua as a result of cancellation.

3.3 Orders are accepted by DelAgua subject to the availability of Goods for delivery.

3.4 All drawings, photographs, illustrations, performance data, dimensions, weights, and other technical information and particulars of the Goods are given by DelAgua in the belief that they are as accurate as reasonably possible but are not to be treated as binding or forming part of the Contract.



4. PRICE

4.1 Unless otherwise agreed in writing by DelAgua, the price of the Goods shall be DelAgua quoted price or, where no price has been quoted, the price listed in the published price list current at the date of delivery.

4.2 DelAgua reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to DelAgua which is due to any change(s) of delivery date, quantity or specification of the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer, or failure of the Buyer to give DelAgua adequate information or instructions.

4.3 Unless otherwise agreed in writing, all prices are given by DelAgua on an ex works basis and where DelAgua agrees to deliver the Goods otherwise than at DelAgua premises, the Buyer shall be liable to pay all charges for the transport, packaging and insurance.

4.4 Unless otherwise agreed in writing, DelAgua shall package the Goods, as DelAgua in its discretion considers appropriate in the light of the nature of the Goods and the method of transportation. Any special packaging will be at the Buyer's expense.

4.5 The price shall be exclusive of applicable Value Added Tax and all other taxes and duties in respect of the Goods, all of which shall be payable by the Buyer.

4.6 In relation to any order accepted by DelAgua there shall be a minimum order value of £50.00. Orders below this value will be subject to a £15 administration charge.

5. PAYMENT

5.1 Unless otherwise agreed in writing and subject to satisfactory credit references, payment by the Buyer shall be made within 30 days of the date of the invoice.

5.2 The time of payment shall be of the essence of the Contract.

5.3 If payment is not made when due, DelAgua may, without prejudice to any other rights, charge interest at an annual rate of 3% above the current base rate of Barclays Bank to be calculated on a day to day basis on the balance outstanding from its due date until payment is made in full.

5.4 The Buyer shall not purport to sell off or withhold any payments claimed or due to DelAgua under this Contract or any other contract.

6. DELIVERY

6.1 Any dates stated for despatch or delivery of the Goods are given in good faith but are approximate only and DelAgua accepts no liability for loss or damage, either direct, indirect or consequential, resulting from such delay or failure to deliver the Goods for any reason whatsoever.

6.2 Any delay in delivering the Goods shall not give rise to a right by the buyer to treat the contract as repudiated or to reject the Goods.

6.3 If the Buyer refuses or fails to take delivery of the Goods at the time agreed between the Buyer and DelAgua then delivery of the Goods shall be effected forthwith at the risk of the Buyer. The Buyer



shall in addition pay all costs and expenses of such storage and any additional costs of carriage incurred. At a minimum 0,5% p.a. of the price of the stored goods (pro rata for the time of storage). They buyer shall be liable for any and all demurrage charges applied in the event of delayed acceptance of goods from port.

6.4 Where DelAgua agrees to deliver the Goods at a place other than DelAgua premises the Buyer shall notify DelAgua in writing within 5 days of any shortages or any damage in transit. DelAgua will not consider any claims made by the Buyer in respect of shortages or damage in transit unless this condition is observed.

7. DAMAGED GOODS

7.1 If DelAgua is satisfied that any damage to the Goods occurred prior to delivery, DelAgua shall at its option:

7.1.1 Repair or replace any Goods or part of the Goods so damaged, or

7.1.2 Allow to the Buyer credit in respect thereof in such amount as may be fixed by DelAgua in its discretion.

7.1.3 DelAgua liability shall be limited to repairing, replacing or allowing credit as in clauses 7.1.1 and 7.1.2 above. Punitive costs will not be entered in to.

8. RISK AND TITLE

8.1 The risk of loss and damage to the Goods shall pass to the Buyer immediately upon delivery.

8.2 Until DelAgua has been paid in full for the Goods supplied to the Buyer:

8.2.1 Notwithstanding delivery and the passing of risk, DelAgua shall retain legal and beneficial title to the Goods supplied which the Buyer shall hold as Bailee and fiduciary for DelAgua.

8.2.2 The Buyer shall store and maintain records of the Goods in such a way that they are clearly identifiable as DelAgua property.

8.2.3 The Buyer shall keep the Goods separate from those of the Buyer and third parties and shall keep the Goods stored, protected and insured.

8.2.4 The Buyer may resell the goods to a third party, although as between the Buyer and DelAgua the Buyer will act as DelAgua agent when sub selling.

8.2.5 DelAgua shall be entitled to trace the proceeds of any sale of Goods owned by DelAgua and any insurance proceeds received in respect of the Goods owned by DelAgua. Such proceeds shall be held by the Buyer on trust for DelAgua

8.2.6 DelAgua shall have the right, without prejudice to any other remedies, to enter, without prior notice, any premises, and to repossess and dispose of any Goods owned by it.

8.3 If the Buyer enters into, or does anything to enter into, an agreement with its creditors, liquidation, receivership, administrative receivership or administration, it must give immediate written notice to DelAgua and surrender possession of the Goods to DelAgua.



8.4 Nothing in this clause shall prevent DelAgua from suing for the price when due.

8.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of DelAgua, but if the Buyer does so all monies owing by the Buyer to DelAgua shall without prejudice to any other right or remedy of DelAgua forthwith become due and payable.

8.6 In the event the buyer wishes to return the goods for reasons not associated with product failure or non-conformance, DelAgua, at its discretion, may accept product return from the buyer if:

8.6.1 The buyer covers any and all costs to return the goods to the relevant DelAgua warehouse

8.6.2 The product is returned in a resaleable condition

8.6.3 The buyer completes a returned goods note supplied by DelAgua with the returned goods

8.7 In the event of an accepted product return, DelAgua will credit the cost of the returned goods MINUS a restocking charge equal to between 25 and 75% of the goods. This percentage being dependent upon the returned goods. The buyer will be informed of this restocking charge at the time of enquiry for return.

9. WARRANTIES AND LIABILITY

9.1 DelAgua warrants that, the Goods will correspond with their specification at the time of delivery and will be free from defects in material or workmanship under normal use and service for 1 year from the date of commissioning or despatch, and DelAgua will at its option refund the purchase price or repair or replace any Goods which it determines to contain defective materials or workmanship provided:

9.1.1 The defect was notified to DelAgua within a reasonable time after discovery of the defect or failure;

9.1.2 The defects are not caused by fair wear and tear, neglect, misuse or improper adjustment;

9.1.3 The Buyer has used the Goods strictly in accordance with any instructions or recommendations of DelAgua or any tolerances, capacity limits or other specifications of the goods laid down by DelAgua whether orally or in writing;

9.1.4 Any defect in the Goods does not arise from any drawing, design or specification applied by the Buyer;

9.1.5 The total price for the Goods has been paid by the due date for payment; and

9.1.6 The Buyer has allowed DelAgua reasonable opportunity to inspect the Goods and such inspection confirms that the Goods are defective.

9.1.7 The Goods are returned, transportation paid to DelAgua or its Agents.

9.1.8 The service engineer's travelling and reasonable out of pocket expenses (accommodation, meals etc.) are reimbursed at cost.



9.1.9 DelAgua will not be obliged however, to repair or replace equipment which has been repaired by others, abused, improperly installed or otherwise misused or damaged in any way and will not be responsible for any dismantling, re-assembly or re-installation charges.

9.2 In no circumstances shall DelAgua liability to the Buyer for a breach of this clause exceed the price paid for the Goods with respect to which the claim is made.

9.3 Except as expressly provided for in these conditions, all warranties and conditions express, implied, statutory or otherwise as to quality to fitness of any of the Goods for any particular purposes or of any other kind except as to title are hereby excluded.

9.4 Except in respect of death or personal injury clearly caused by DelAgua negligence, DelAgua shall not be liable to the Buyer by reason of any representation or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss or profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of DelAgua, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, except as expressly provided in these conditions.

9.5 DelAgua shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of DelAgua obligations in relation to the Goods, if the delay or failure was due to any cause beyond DelAgua reasonable control, including any strikes, lock-outs or other industrial action or trade disputes (whether involving employees of DelAgua or of the third party).

10. INDEMNITY

10.1 The Buyer shall indemnify DelAgua from and against all costs, claims, damages, expenses and losses (including loss of profits) whether direct, indirect, special consequential or otherwise arising out of or in any way connected with the use by DelAgua of the Buyer's specifications or any failure of the Buyer to comply with its obligations under the Contract in all respects or any improper use of the Goods by the Buyer.

11. COPYRIGHT

11.1 All technical data, drawings, reports, documents and information whatsoever which DelAgua submits to the Buyer in connection with the Contract (and the copyright therein), shall remain the property of DelAgua and must not be copied or shown to any third party without DelAgua express consent being obtained in advance in any event upon the conditions of a similar condition being imposed upon any third party.

12. PATENT RIGHTS

12.1 So far as DelAgua is aware, the Goods do not infringe any existing patent or designs or any other industrial or intellectual property rights but no warranty express or implied is given in respect of such infringement. However, in the event of any claim being made or action being brought against the Buyer in respect of any infringement of patents or designs of other industrial or intellectual property rights by the use of sale of the Goods the Buyer shall notify DelAgua immediately and DelAgua may at its own expense conduct through its own lawyers and experts all negotiations in settlement of the same or any litigation that may arise there from.



13. TERMINATION

13.1 DelAgua shall, without prejudice to any other right or remedy available to DelAgua, and by giving notice in writing to the Buyer, be entitled to suspend or cancel any uncompleted part of the Contract or any other Contract with the Buyer or stop any Goods in transit or require any payment in advance or satisfactory security for further deliveries under the Contract in the event that:

13.1.1 The Buyer defaults in any payment or is otherwise in breach of its obligations to DelAgua under the Contract or under any other contract with DelAgua; or

13.1.2 The Buyer makes a voluntary arrangement with its creditors or becomes subject to an administration order of (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation; or

13.1.3 An encumbrancer takes possession or a receiver is appointed of any of the property or assets of the Buyer; or

13.1.4 The Buyer ceases, or threatens to cease, to carry on business; or

13.1.5 DelAgua has reasonable cause to believe that any of these events is likely to occur and notifies the Buyer accordingly.

14. ASSIGNMENT

14.1 The Buyer shall not assign or transfer or purport to assign or transfer the Contract or the benefit of it to any other person without written consent of DelAgua.

15. PERFORMANCE

15.1 DelAgua shall be entitled to arrange for its obligations under these conditions to be performed by a representative.

16. WAIVER

16.1 The failure of DelAgua to insist upon strict performance of any of the terms and conditions of the Contract shall not be construed as a waiver of any such terms or conditions and shall in no way affect DelAgua right to enforce such provision later.

17. SEVERABILITY

17.1 If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these conditions and the remainder of the provisions in question shall not be affected thereby.

18. GOVERNING LAW

18.1 The construction, validity and performance of the Contract shall be governed by English law and the parties shall accept the jurisdiction of the English court.



19: COMPLIANCE WITH LAWS:

19.1 Company represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations.

19.1.1 Buyer shall comply with all local laws and regulations applicable to the re-sale, installation, use, or import of all Products delivered hereunder.

19.1.2 Buyer shall comply with all applicable export control laws and regulations of Germany, the European Union, the United States and any other country having proper jurisdiction and shall obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder.

19.1.3 Buyer shall not sell, offer to sell, transfer, export or re-export any Company Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Company Products or technology in any facility which engages in activities relating to such weapons.

19.1.4 Buyer shall also comply with the United States Foreign Corrupt Practices Act of 1977, the United Kingdom anti-bribery laws and any other applicable anti-bribery laws.