

Terms & Conditions of Sale

General

Unless otherwise stated in writing, in any contract between Liquid Management Solutions Ltd (hereinafter called the Company) and a customer, the following standard conditions shall apply to all contracts between the company and the customer relating to the sale of goods and supersede any and all conditions of the Customer's Purchase Order.

Quotation and Acceptance

Unless otherwise stated, Quotations are valid for 30 days represent no obligation until the company accepts the order. The company reserves the right to adjust the price to correspond with conditions prevailing at the date of dispatch.

Price and Delivery

(I) Prices do not include VAT, Carriage, offloading of goods or insurance, unless stated otherwise.

(II) Any delivery period quoted is an estimate only and commences from the Company's acknowledgement of the order. The company will take all reasonable steps to deliver at the time stated, the Company shall be under no liability whatsoever for failure to do so.

(III) The Company reserves the right to deliver in more than one consignment and to invoice separately.

(IV) Should a customer request the Company to withhold delivery for any reason, the Company reserves the right to invoice the goods at the original delivery date which will be the date of commencement of any relevant guarantees, warranties or service level agreements.

Terms of Payment

Unless otherwise stated in writing from the Company, payment terms are strictly 30 days from the date of invoice. The Company shall be entitled in the event that the amount payable to it or under any contract that is overdue, without prejudice to any other right, suspend deliveries until such payments have been made and further payments are secured to the Company's satisfaction. The Company reserves the right to pass any debt beyond the 30 days payment period to its own debt collection agency, to expedite recovery of sums overdue. Late payment by the Customer shall also entitle the Company to charge interest at 2% above the Bank of England base rate on a daily basis.

Force Majeure

If the Company is prevented from, delayed or hindered (whether wholly or in part) in performance of any contract or in compliance with any condition or performance of any warranty or service level agreement given by strike, lockout, trade dispute, act of God, war, riot, explosion, fire, shortage of materials, labour or transport or fuel, or without limiting the generality of explosion, fire, shortage of materials, labour or transport or fuel, or without limiting the generality of the foregoing by other cause or consequence outside the Company's direct control whether affecting its own business or that of any supplier or subcontractor, the Company shall not be liable for any loss or damage (direct, indirect or consequential) to the Customer or any third party.

Value Added Tax

VAT is chargeable in accordance with current legislation at the time of despatch, unless documentary proof of VAT exemption is supplied at time of order.

Title of Goods

The property of the goods shall not pass to the Customer and the full legal and beneficial ownership of the goods shall remain with the company unless and until the company has received payment in full for the goods subject of a particular contract and all other goods the subject of any other contract between the Customer and the Company which at the time of payment of the full price of the goods sold under this contract have been delivered to the Customer but not paid in full. The goods remain entirely at the Customer's risk after delivery has been made by the Company, whether or not title to property has passed to customer.

Repossession

The Company shall be entitled to immediate re-delivery of the goods any time after the due date for payment or before such due date in the case of occurrence of any of the following events namely:

(I) Appointment of a receiver or liquidator over assets of the Customer, or

(II) The bankruptcy of the Customer (if an individual or partnership), or

(III) The Customer being unable to meet its debts in the normal course of business and for the purpose of such recovery and/or resale of the goods the Company shall be entitled and the Customer hereby grants to the Company, its officers, servants or agent, a licence, (which will be binding upon the Customer's liquidator, receiver or trustee in bankruptcy [as appropriate]) to enter upon the premises of the Customer during normal business hours and to remove the goods from the Customer's premises.

Hardware Warranty

The Company warrants, for 12 months, to the original purchaser of the Company's goods which proves defective during normal use, that it will replace or repair parts found by the Company to be defective due to faulty workmanship or faulty parts. The Company reserves the right to charge the Customer expenses for any mileage or accommodation costs incurred. The Company no responsibility for and issues no warranty for goods which have not been used in accordance with specifications for said parts. The Company also accepts no responsibility for damage caused by the Customer, its employees, agents or subcontractors.

Return of Goods

The Company is under no obligation to accept return of goods that have been ordered in error or are no longer required by the Customer. Any return of goods must first be authorised by the Company, who will issue a Returns Authorisation Number and relevant documents. Any goods returned without this number and documentation will not be accepted. Unless agreed otherwise it shall be the responsibility of the Customer to deliver returned goods to the Company and cover risk during delivery. Where goods have been incorrectly ordered or found to be in excess of requirements, these will not be accepted back except by prior arrangement with the Company's management. A 20% re-stocking charge will be made and any repairs, repackaging or re-configuration will be additionally charged.

Queries and Complaints

Any query or complaint by the customer relating to any contract for supply of goods must be notified by the Customer to the Company in writing within 7 working days of the date of issue of the delivery note for such contract.

Proper Law

These conditions shall be governed and construed by English Law and the English courts shall have exclusive jurisdiction in connection herewith.