

# RIBBLE ENVIRO LTD – Conditions of Sale

## DEFINITIONS

The following words and phrases used within these Terms and Conditions are intended to be construed accordingly:  
The Buyer means - any person, firm or company for whom or on whose behalf RIBBLE ENVIRO LTD undertakes any business.

The Goods means - any articles of any type or composition, or services supplied by RIBBLE ENVIRO LTD to the buyer.

The Contract - means the agreement made between the buyer and RIBBLE ENVIRO LTD for the goods or services supplied by RIBBLE ENVIRO LTD.

The Contract Price - means the price payable by the buyer to RIBBLE ENVIRO LTD for the goods supplied by RIBBLE ENVIRO LTD.

Product Price - means standard list price

The Dispatch Point - means the registered address of RIBBLE ENVIRO LTD

## 2. DECLARATIONS

(1) All orders are accepted subject to these conditions and shall be incorporated into every contract made between RIBBLE ENVIRO LTD and the buyer, and shall not be subject to variation by the buyer without the written agreement of RIBBLE ENVIRO LTD.

(2) These Terms and Conditions shall override any terms and conditions stipulated, incorporated in any customer order form or document, referred to or implied by the buyer, whether in the contract or in any negotiations, and all guarantees, warranties or conditions (including any conditions as to quality or fitness for any purpose) whether express or implied by statute, common law or otherwise are excluded and hereby negated in so far as it is reasonable to do so.

(3) The prices, specifications, delivery times or any other information concerning the Products contained in any quotation given by RIBBLE ENVIRO LTD to the Buyer are commercial estimates only and are not binding on RIBBLE ENVIRO LTD and may be modified by RIBBLE ENVIRO LTD following fair notice to the Buyer

## 3. ACCEPTANCE

The buyer shall inspect the goods immediately upon collection from the despatch point or upon taking delivery and shall notify RIBBLE ENVIRO LTD within fourteen days in writing of any matter or thing by reason whereof it alleges the goods are not in accordance with the contract. If the buyer shall fail to give such notice the goods shall be deemed to be in accordance with the contract in all respects and the buyer shall be bound to accept them and to pay for the same.

## 4. INSURANCE AND RISK

(1) The goods supplied to the buyer by RIBBLE ENVIRO LTD shall be at the risk of the buyer either: -

(i) Immediately upon delivery to the buyer or upon being received into custody on the buyer's behalf whichever is the sooner, or;

(ii) Upon collection from the dispatch point by the buyer, whichever shall be the sooner and the buyer shall in either case thereafter keep RIBBLE ENVIRO LTD indemnified in respect of any loss or damage to the goods howsoever arising or caused.

(2) When the contract requires that RIBBLE ENVIRO LTD deliver the goods to the buyer, RIBBLE ENVIRO LTD shall insure the goods during transit until arrival at the buyer's premises or other agreed destination or port, upon receipt by the buyer, or the buyers agent, RIBBLE ENVIRO LTD shall accept no further responsibility for any damage incurred thereafter.

## 5. INDEMNITY

The buyer shall indemnify RIBBLE ENVIRO LTD against all damages, penalties, costs and expenses to which RIBBLE ENVIRO LTD may become liable if any work done in accordance with the buyer's specification involves an infringement of a registered design, patent, trade mark or similar right.

## 6. CONFIRMATION OF ORDER

(1) RIBBLE ENVIRO LTD may at their absolute discretion decline to accept any order

(2) The contract will not become valid until the buyers order is confirmed by RIBBLE ENVIRO LTD, either by written acknowledgement of order or by pro forma invoice.

## 7. PRICE AND PAYMENT

(1) RIBBLE ENVIRO LTD may at its sole discretion (and subject to receipt of such satisfactory references as RIBBLE ENVIRO LTD may require) designate the Buyer as an approved account holder and in any such case unless RIBBLE ENVIRO LTD shall otherwise direct payment of the price for the Products shall be made in full by the Buyer to RIBBLE ENVIRO LTD in pounds sterling by no later than 30 days (unless otherwise agreed in writing) from date of invoice or delivery of the Products to the Buyer whichever is earlier or in the event that the Buyer's shipping instructions are not received as required by RIBBLE ENVIRO LTD or shipment is held on the Buyers request of notification by RIBBLE ENVIRO LTD that the Products are ready for delivery. RIBBLE ENVIRO LTD expressly reserves the right in its sole discretion to refuse to designate the Buyer as an approved account to withdraw such designation at any time without notice and to require payment in accordance with clause (3) notwithstanding such designation including with respect to future deliveries of the Products where delivery is by instalment.

(2) RIBBLE ENVIRO LTD may at its sole discretion offer approved account holders the status of designated Buyer which offers agreed discounts on finished product prices including limited life parts (replacement parts), as itemised in the finished product price list. Parts as listed in the parts price list and utilised under repair or purchased separately by the Buyer will not carry discount. Failure under section 7 will allow RIBBLE ENVIRO LTD to reduce or withdraw any agreed discount.

(3) Unless RIBBLE ENVIRO LTD shall allow the Buyer credit payment terms as an approved account in accordance with clause (1) payment of the price for the Products shall be made in full by the Buyer to RIBBLE ENVIRO LTD in pounds

sterling within 5 working days of the receipt of RIBBLE ENVIRO LTD's pro-forma invoice accepting the Buyer's order and RIBBLE ENVIRO LTD obligations under the Contract are wholly conditional upon such payment being made.

(4) All product prices and parts prices are available directly from RIBBLE ENVIRO LTD registered office.

(5) The Contract Price shall be strictly net unless otherwise quoted. RIBBLE ENVIRO LTD shall be entitled to add to the Contract Price the amount of any tax or other Governmental charges in the UK or otherwise which RIBBLE ENVIRO LTD must pay in respect of the Goods (including Value Added Tax). Such taxes or Governmental charges shall include those now in effect or those which are hereinafter imposed or any increases thereto prior to delivery. Packing, delivery and insurance will be solely for the Buyers account.

(6) Without prejudice to RIBBLE ENVIRO LTD other rights in the event that any payment from the Buyer is overdue,

RIBBLE ENVIRO LTD reserves the right to disallow any discount available to the Buyer thereon and to charge interest on any overdue payment to be added to the amount outstanding at an annual rate of four per cent (4%) above base lending rate of Lloyds TSB from time to time accruing on a day to day basis, until RIBBLE ENVIRO LTD has received payment in full.

(7) The Buyer shall neither withhold payment of any amount due under the Contract in respect of any disputed claim for damage to the Products or any other alleged breach of contract by RIBBLE ENVIRO LTD, nor shall it be entitled to exercise a right of set-off.

(8) If any payment from the Buyer to RIBBLE ENVIRO LTD under the contract is overdue, RIBBLE ENVIRO LTD may suspend further deliveries under the Contract or any other contract with the Buyer and if such payment shall remain in arrears for more than 14 days RIBBLE ENVIRO LTD may cancel this Contract or any other contract with the Buyer in whole or in part without prejudice to its other rights and without incurring any liability to the Buyer.

#### 8. CONSTRUCTION

The conditions herein defined and any contract arising shall in all respects be subject to and construed in accordance with English Law.

#### 9. CANCELLATION

Cancellation of any order must be in writing and will incur a cancellation charge of 30% of the total order value if cancellation arrives before dispatch of goods, and will incur a cancellation charge of 70% of the order value if cancellation arrives after dispatch of goods, no refunds will be made on the cost of electrochemical sensors. Subject to return of the goods to RIBBLE ENVIRO LTD in as-new condition, a credit note will be issued. RIBBLE ENVIRO LTD shall reserve the right to amend the cancellation cost as appropriate where goods are not returned as new. Safe return of the goods to RIBBLE ENVIRO LTD is the sole responsibility of the buyer.

#### 10. SPECIFICATION

Specifications - performance, technical data including any reference as to colour, drawings and similar documents submitted by RIBBLE ENVIRO LTD must be regarded as approximate representations only and are not binding in detail and may be modified at any time without prior notice, whilst every effort will be made to provide specifications as accurate as possible, deviations and changes in specification shall not form the basis of a claim against RIBBLE ENVIRO LTD.

#### 11. DELIVERY TIME

Any time or date specified by RIBBLE ENVIRO LTD for delivery of goods or services is deemed to be an estimate only and RIBBLE ENVIRO LTD shall not be liable to make good any damage or loss whether arising directly or indirectly from delay in delivery.

#### 12. RETENTION OF TITLE

The Goods shall be at the risk of the Customer from the time of delivery. However, the Goods shall remain the sole and absolute property of RIBBLE ENVIRO LTD until the Customer has paid (i) RIBBLE ENVIRO LTD for the Goods in full and in cleared funds and (ii) any other debts or moneys (or the balances thereof) owed to RIBBLE ENVIRO LTD by the Customer in full and in cleared funds. RIBBLE ENVIRO LTD may recover payment for the Goods notwithstanding that the ownership of the Goods has not passed to the Customer. Until payment has been made to RIBBLE ENVIRO LTD in accordance with these Terms and Conditions and title in the Goods has passed to the Customer, if the Goods have been delivered to the Customer hereunder, the Customer shall be in possession and control of the Goods as bailee for RIBBLE ENVIRO LTD at law and in equity and shall maintain the Goods in satisfactory condition and keep them insured on RIBBLE ENVIRO LTD's behalf for their full price against all reasonable risks and (i) if the Customer sells and/or delivers the Goods or any part thereof to any third party (in which case such sale shall be a sale of RIBBLE ENVIRO LTD's property on the Customer's behalf and the Customer shall deal as principal in relation to such sale) or (ii) if the Goods (or any part thereof) shall be damaged, lost or destroyed then, in either case and in a strict fiduciary capacity, the Customer shall hold on trust for RIBBLE ENVIRO LTD, and not mix with any other monies (whether in a bank account or otherwise), that proportion of, as the case may be, the proceeds of sale or the proceeds of insurance against damage, loss or destruction (and any interest thereon) as is referable to the outstanding payment due from the Customer to RIBBLE ENVIRO LTD in respect of the relevant Goods. RIBBLE ENVIRO LTD hereby reserves the right to immediately re-possess any Goods to which it has retained title as aforesaid and, in connection therewith, the Customer hereby irrevocably authorises RIBBLE ENVIRO LTD, its employees and/or any of its agents to enter the Customer's premises (or any other premises where the Goods are or may be stored) at any time during normal business hours, and without further notice, in order to inspect and/or (where applicable) recover any such Goods. RIBBLE ENVIRO LTD's rights under this clause 4 shall survive any termination of its Contract with the Customer for whatever reason. The Customer's right to possession of the Goods, prior to payment being made to RIBBLE ENVIRO LTD in full, shall terminate immediately and RIBBLE ENVIRO LTD shall be entitled to terminate the Contract, immediately by notice in writing to the Customer, and to stop any Goods in transit and/or suspend further deliveries of Goods to the Customer, in the event that (i) the Customer shall have committed or permitted any material breach of its obligations hereunder (ii) the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors or otherwise takes the benefit of any statutory provision for the

time being in force for the relief of insolvent debtors or (being a body corporate) convenes any meeting of its creditors or enters into voluntary or compulsory liquidation or has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof or any documents are filed with the court for the appointment of an administrator in respect of the Customer or notice of intention to appoint and administrator is given by the Customer or any of its directors or by a qualifying floating charge-holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986) or a resolution is passed, or petition presented, to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer (iii) the Customer suffers or allows any legal or equitable distress or execution to be levied on or against the Goods and/or his/its property or to be obtained against him/it, or he/it fails to observe or perform any of his/its obligations under the Contract or any other contract between RIBBLE ENVIRO LTD and the Customer or is unable to pay his/its debts as they fall due (within the meaning of section 123 of the Insolvency Act 1986) or the Customer ceases to trade or threatens to do so or (iv) the Customer encumbers, or in any way charges, any or all of the goods.