CONDITIONS OF SALE

1. **GENERAL**

"The Company" means Salt Separation Services Limited, Grosvenor House, Gorrell Street, Rochdale and "the Purchaser" means the person, firm or company to whom a quotation is addressed or whose order is accepted by the Company and "the goods" means the goods the subject of such quotation or order.
All prices quoted by the Company are based upon these Conditions of Sale and reflect the limitations upon the company's liability which they contain. Should any Purchaser wish to contract with the Company otherwise than on the terms of such Conditions of Sale special arrangements can be made and a revised price quoted by the Company.
In the absence of any such special arrangements (which shall not bind the Company unless made in writing and signed on the Company's behalf by a Director) all quotations given and all contracts made by the Company and any additions or amendments thereto shall be subject to these Conditions of Sale which supersede and shall be taken to override any terms or conditions proposed or stipulated by the Purchaser.

2. **LIMITS OF CONTRACT**

No binding contract is created until an order is accepted by the Company. Any pre order communication may only be regarded as forming part of the contract provided that the same is listed in the Acknowledgement of Order.

3. **TECHNICAL DATA**

Descriptive literature, photographs, illustrations, specifications and drawings do not necessarily represent in detail equipment and/or other articles which are the subject of the quotation or tender.

4. **VARIATION TO SPECIFICATION**

The Company reserves the right to substitute other components or materials of equivalent strength and quality when the components or materials specified in the quotation or tender are not readily available.
The Company reserves the right to alter the design, specifications, drawings and catalogues of equipment given in the quotation or tender to give effect to any improvements in design or performance of equipment, any such alternative shall in no way affect any contract, agreement for sale or sale.

5. **PRICE**

Any increase in costs or expenses arising from any act of omission or any special requirements of the Purchaser's or any modifications made at the Purchaser's request may, at the Company's option be charged to the Purchaser.
All prices quoted are exclusive of and therefore subject to the addition of Value Added and/or any form of tax currently in force which applies to the goods concerned unless otherwise agreed in writing between the Company and the Purchaser.
In the case of a service contract the contract price will be increased to include travel costs, overnight accommodation (when costs are incurred) and messing unless otherwise stated in the quotation or tender. These will be charged at cost plus 15% handling.

6. **PAYMENT**

The terms of payment for goods and/or equipment are 25 per cent on acceptance of the Company's quotation or tender and the balance within 30 days of despatch or as stated in the Company's quotation or tender, subject to credit account approval. All accounts shall be paid net at the Company's principal office.
If payment is to be made by Bill of Exchange or Letter of Credit any costs incurred shall be borne by the purchaser. The Company reserves the right to charge interest and reasonable debt recovery costs on all overdue accounts from the due date for payment in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
If no forwarding instructions have been received when the goods are ready for despatch; the terms of payment stated in the quotation or tender shall operate from the date of advice that the goods are ready for despatch.
In the case of service work payments will be due 30 days from the date shown on the Company's Invoice.
Payment of any invoice shall become due forthwith if:
(a) The Purchaser fails to make payment of any invoice pursuant to any contract between the parties by the due date specified in that contract.
(b) Being a company the Purchaser has a petition presented for its winding-up, passes a resolution for voluntary winding-up compounds with its creditors or has a receiver or manager appointed over all or any of its assets.
(c) Being an individual the Purchaser becomes bankrupt or insolvent or enters into any arrangements with his creditors.
(d) The Purchaser commits a serious or material breach of this agreement and in any of such circumstances the Purchaser shall be deemed to have repudiated the contract.
Failure to pay for any equipment and/or articles on the due date shall give the Company the right to withhold further deliveries under any contract, agreement for sale, or sale in respect of which default in payment is made and/or any other contract, agreement sale, or sale current with the Purchaser without prejudice to any claim for damages the Company may have against the Purchaser.

7. **RISK AND PASSING OF PROPERTY**

Risk in the goods shall pass to the Purchaser when the goods are delivered to the Purchaser's site or the port of embarkation or collected by the Purchaser or its agent.
Title in the goods shall not pass until payment is received for the goods provided that no other amounts are due to the company from the Purchaser in respect of other goods supplied by Company.
The Purchaser is licensed by the Company to use or agree to sell the goods subject to the express condition that the entire proceeds of any sale are held in trust for the Company and are not mixed with other monies or paid into an overdrawn bank account and shall at all times be identifiable as the Company's moneys. In the event of resale of the goods by the Purchaser pursuant to this clause, title shall be deemed to have passed to the Purchaser immediately prior to delivery to the Purchaser's customer notwithstanding clause 7 (2).
Until title to the goods passes:
(a) The Purchaser will hold the goods as fiduciary agent and bailee for the Company.
(b)The goods shall be subject clause 7 (3) be kept and distinct from all other property of the Purchaser and of third parties and in goods and substantial repair and condition and be stored in such a way as to be clearly identifiable as belonging to the Company.
(c) The company may at any time revoke the power of sale and use contained in clause 7 (3) by notice to the Purchaser if the Purchaser is in default in the payment of any sum whatsoever due to the Company (whether in respect of the goods or any other goods supplied at any time by it to the Purchaser) or if the Company has bona fide doubts as to the solvency of the Purchaser.
(d) The Purchaser's power of sale and use contained in clause 7 (3) shall automatically cease in any of the events set to in clauses 6 (5). Upon determination of the Purchaser's power of sale and use pursuant to clause 7 (4) c or clause 7 (4) d the Purchaser shall place any of the goods in its possession or under its control and unsold at the disposal of the Company and the Company shall be entitled to enter upon any premises of the Purchaser for the purpose of removing such goods.
The Company shall at any time be entitled to appropriate any payment made by the Purchaser in respect of any goods settlement of such invoices or account in respect of such goods as the Company may in its absolute discretion notwithstanding any purported appropriation to the contrary by the Purchaser.
The Purchaser shall ensure that the goods or equipment is fully insured whilst in the Purchasers possession.

8. **CANCELLATION OF ORDER**

No cancellation by the Purchaser is permitted except where expressly agreed in writing and signed on the Company's behalf by a person duly authorised.
In the event of a contract, agreement for sale, or sale being cancelled the Purchaser will incur a cancellation charge to cover any loss or damage which may be suffered by the Company by reason thereof.

9. **GUARANTEE**

The Company undertakes at its option to repair or replace, any goods which are shown to be defective in materials or workmanship within twelve months of delivery. Provided that the Company shall be under no liability under the said guarantee
(a) In respect of fair wear and tear or
(b) In respect of damage resulting from the acts of defaults of the Purchaser or if
(c) The Purchaser has not paid in full for the goods or
(d) The Purchaser has executed or attempted to execute repairs or alternations to the goods which are not authorised by the Company or
(e) The Company has not been notified of defect within one month of the defect becoming apparent.
The guarantee is provided on the basis that the goods are returned to the company at the purchasers cost and if deemed necessary expenses for a company engineer to travel to site are borne by the Purchaser.
When goods have been repaired or replaced under warranty the original delivery date refers.
The Company will not refund the cost of carriage on returned parts.
Items supplied under warranty will be subject to packing and delivery charges to the Purchasers specified destination.

10. **EXCLUSION OF LIABILITY**

The Company's guarantee is provided by the Company and accepted by the Purchaser in substitution of all express or implied representations and warranties statutory or otherwise as to:
(a) The state quality fitness for purpose or performance of the goods and

(b) The standard of the Company's workmanship or performance of any materials in connection therewith and all such representations conditions and warranties are hereby expressly excluded.
Except for any liability which it may incur for death or personal injury resulting from negligence the Company shall not be liable in any manner whatsoever in contract in tort, in misrepresentation or otherwise for any consequential or other loss damage or injury however caused which may arise out of or in connection with the supply of goods to or the execution of any work for the Purchaser (including goods supplied and work executed under the said guarantee).

11. PACKING

All goods, equipment and/or other articles will be packed in accordance with the Company's standard procedures.

12. DELIVERY

Any time or date for the despatch or delivery of goods or for the completion of work whether specified in the Company's quotation or otherwise given by the Company shall be taken as an estimate made by the Company in good faith but shall not be binding upon the Company either as a terms of the contract or otherwise. In no circumstances shall the Company be liable for any loss or damage sustained by the Purchaser in consequence of failure to deliver within such time or by such date or in consequence of any other delay in delivery however caused nor shall any delay entitle the Purchaser to cancel any contract, agreement for sale or sale.
Unless otherwise stated or agreed in the tender or quotation all prices are ex-works.
Any time or delivery of goods given by the company shall commence upon receipt by the company of the initial payment as detailed in clause 6 (1).
Where FOB deliveries are agreed equipment deliveries will be made to a United Kingdom port of shipment specified by the Purchaser.
The Purchaser is to be responsible at his own expense for all unloading.
If delivery of the goods is delayed through any act or omission of the Purchaser, the Company may put the goods into storage at the Purchasers risk and expense.

13. LOSS OR DAMAGE IN TRANSIT

Where the quotation or tender provides for delivery, the Company shall have the option to repair or replace equipment and/or other articles damaged or lost in such transit. Providing the carriers and the Company receive written notification of such damage or loss within 7 days there will be no charge for such repairs or replacement. Any liability which the Company may incur for loss of or damage to the goods whilst in transit shall in no case exceed the invoice value of the goods and in no circumstances shall the Company be liable for any indirect or consequential loss however caused.

14. INSTALLATION OF MACHINERY

At the Purchasers request the Company will provide engineers to supervise the installation or commissioning of the machinery, services will be charged at the Company's quoted rates, plus travelling, living and other expenses.
If the Company undertakes the installation of machinery the Purchaser shall at his own expense:
(a) Provide access to clear and prepare the site (including proper foundations) and provide on the site adequate electricity and such other services and facilities as will enable the Company to carry out the work expeditiously and without interruption.
(b) Provide connections for electrical and other services to the machinery and labour for the installation thereof and
(c) Provide such assistance, unskilled labour, lifting tackle and appliances as may be required in connection with the installation of the machinery.
The Purchaser will indemnity the Company against all claims and costs arising from or in connection with the such assistance, labour, lifting tackle and appliances provided by the Purchaser.

15. DEMONSTRATION

If the Company undertakes the demonstration of machinery the Company will provide a skilled operator for such reasonable period as the Purchaser may require for the purpose of setting up the machine for demonstrating its mechanical operation. His services will be charged at the Company's regular scale of charges plus travelling, living and other expenses.
During such demonstration the Purchaser shall without costs to the Company provide all necessary ancillary services, chemicals and consumables.

16. INSPECTION AND TESTING AT THE COMPANY'S WORKS

The products of the Company are carefully inspected and where practicable submitted to the Company's standard tests before despatch.
If inspection by the Purchaser is required the Purchaser shall so inform the Company at the time of acceptance of its quotation or tender. In the case of export orders it is desirable that equipment be inspected before leaving the works as the Company's responsibility ceases on delivery FOB in this country.
Tests other than the Company's standard tests will be chargeable to the Purchaser.

17. PATENTS AND DISPLAY

The Purchaser warrants that any design or instruction furnished or given to the Company shall not be such as to cause the Company to infringe any letters patent, registered designs, or trademarks in the execution of the Purchasers order. The Purchasers order shall indemnify the Company against all claims actions and costs made or brought against the Company (whether in England or elsewhere) in respect of the infringement or any United Kingdom or foreign patent, trade mark, trade name, registered design or similar right.
The Purchaser shall not without the prior consent in writing of the company exhibit any goods supplied by the Company at any public exhibition or trade display in the United Kingdom.

18. ARBITRATION

If at any time any question, dispute or difference whatsoever shall arise between the Company and the Purchaser in relation to or in connection with the contract, agreement for sale, or sale either party may give to the other notice in writing of the existence of such question, dispute or difference, and the same shall be referred to the arbitration of a person to be mutually agreed upon, or in default of such agreement a person nominated by the President of the Greater Manchester Chamber of Commerce.

19. LIEN

The Company shall have a general lien in respect of all sums due from the Purchaser upon all goods to be supplied to such Purchaser or upon which work has been done on the Purchasers behalf and, upon 14 days written notice to the Purchaser, may sell such goods and apply the proceeds towards the satisfaction of the sums due to the Company.

20. FORCE MAJEURE

If the performance of the contract by the Purchaser shall be delayed by any circumstances or conditions beyond the control of the Company the Company shall have the right at its option.
(a) To suspend further performance of the contract until such time as the cause of the delay shall no longer be present or
(b) To be discharged from further performance of and liability under the contract and if the Company exercises such right the Purchaser shall thereupon pay the contract price less a reasonable allowance for what has not been performed by the Company.

21. SEVERANCE

If any condition herein shall be deemed void for any reason whatsoever, but would be valid if part of the wording thereof were deleted any such condition shall apply with such modifications as may be necessary to make it valid and effective.

22. "DEALS AS CONSUMER"

Nothing in these conditions shall affect the statutory rights of a Purchaser who in relation to the Company "deals as consumer" as defined in Section 12 of the Unfair Contract Terms Act 1977 or any amendment or modification thereof.

23. LEGAL CONSTRUCTION

Any contract, agreement for sale, or sale shall in all respects be constructed and operate as a contract governed by English Law and be subject to the jurisdiction of the English Courts.
Unless otherwise expressly agreed in writing the Purchaser undertakes and agrees to submit himself to the jurisdiction of the English Courts.
The headings of these conditions are for convenience only and shall have no effect on the interpretation thereof.