

## Terms and Conditions

1. The contract is with SUEZ Water Conditioning Services Ltd.
2. The prices quoted are valid for acceptance for a period of 90 days from date of quotation.
3. The prices quoted are exclusive of Value Added Tax, which will be charged at the rate applicable to the supply date.
4. All payments detailed under the quotation shall be payable within 30 days of date of invoice unless specifically agreed otherwise in writing.
5. Delivery of chemicals will normally be completed 10 working days for bulk delivery and 5 working days for drum delivery from receipt of a customer written order instruction, unless specifically stated or agreed otherwise in writing.
6. All goods supplied remain the property of SUEZ Water Conditioning Services Ltd. until paid for in full.
7. Any chemicals included in the quotation will be delivered to the Customer free of charge at times to be agreed unless carriage is quoted separately.
8. In the event that additional or other chemicals are needed whether because of incorrect information given to SUEZ Water Conditioning Services Ltd., or because of changing system conditions, such extra chemicals will be deemed outside the scope of the quotation and will be chargeable at current list prices.
9. Service calls will consist of routine testing and reporting only. Additional call-outs or abortive calls not of a routine nature will be fully chargeable at current rates.
10. Whilst SUEZ Water Conditioning Services Ltd. will take all reasonable steps to ensure that the services and materials to be provided by them under this quotation are provided without undue delay, SUEZ Water Conditioning Services Ltd. will not be liable for any delay or failure occurring due to circumstances outside their reasonable control.
11. Whilst every endeavour is made to ensure that the chemical treatment programme (where applicable) is suitable for the purpose for which it is intended, it is the responsibility of the Customer to provide SUEZ Water Conditioning Services Ltd. with details of all system components prior to commencement of any works, i.e. steel, iron, copper, aluminium, etc.
12. Where works are to be carried out involving drainage of water, SUEZ Water Conditioning Services Ltd. will proceed on the understanding that all drains are mechanically sound and free of blockages, unless specifically advised otherwise, in writing, by the Customer. SUEZ Water Conditioning Services Ltd. will accept no liability for any damages caused as a result of defective drainage.
13. The Customer shall provide for the disposal of effluent created by the products or services of SUEZ Water Conditioning Services Ltd. and ensure that the means of disposal, and that relevant discharge consents have been granted to the Customer by the relevant Statutory Body or Enforcement Agency.
14. The Customer agrees to operate the systems strictly in accordance with the advice and instructions of SUEZ Water Conditioning Services Ltd. No liability will be accepted for any loss or damage arising as a result of the Customers failure to comply with this requirement.
15. SUEZ Water Conditioning Services Ltd. will not be liable for any consequences of any act or omission under this quotation where such act or omission arose either directly or indirectly from the provision of inaccurate or incomplete information by the Customer.
16. It is the responsibility of the Customer to advise SUEZ Water Conditioning Services Ltd. as to the full extent of any system(s) upon which works are to be carried out, and to advise all building occupants when works are to be carried out, in the interests of Health & Safety, to ensure that system(s) remain unused throughout any works.
17. Under no circumstances will SUEZ Water Conditioning Services Ltd. be liable for loss of use, or of profit, or of any quotation that may be suffered by the Customer.
18. All information supplied by SUEZ Water Conditioning Services Ltd. including but not limited to details and costs of our products and services, shall be regarded by the Customer as confidential, and will remain the property of SUEZ Water Conditioning Services Ltd. This information will not be divulged or revealed by the Customer to any third party without the prior knowledge and written agreement of SUEZ Water Conditioning Services Ltd.
19. The SUEZ Water Conditioning Services Ltd. contract will commence on the specified date and shall continue until the specified date of expiry. Termination of the contract before the date of expiry may be exercised by either party by giving 3 months' notice in writing. If for any reason your contract has expired and you have not provided us with another order number, then SUEZ Water Conditioning Services Ltd. reserve the right to invoice for chemicals/services provided against our current price lists.
20. SUEZ Water Conditioning Services Ltd. shall be entitled to immediately cancel the agreement to provide products and services with the Customer in the event of:
  - a) The customer not complying with any written recommendation provided by SUEZ Water Conditioning Services Ltd. during the course of the agreement.
  - b) Any outstanding debt due to SUEZ Water Conditioning Services Ltd. in respect of products/services provided remaining outstanding for more than 30 days from date of invoice, unless otherwise agreed in writing between SUEZ Water Conditioning Services Ltd. and the Customer.
  - c) The Customer becoming bankrupt or committing any act of bankruptcy, or put into liquidation, or have a receiver appointed, or have an administration order made against.
21. All drawings, illustrations, etc. accompanying quotations, brochures, etc. must be regarded as approximate and are not binding in detail unless stated so to be. All weights, measurements and capacities and other particulars specified by SUEZ Water Conditioning Services Ltd. stated in good faith, but deviations from these will not affect the agreement or be made the basis of any claim against SUEZ Water Conditioning Services Ltd.
22. The agreements made between the Customer and SUEZ Water Conditioning Services Ltd. shall in all respects be construed and operated as an English contract, and in conformity with English Law.

Registered in England and Wales

No. 5300448 Registered office: SUEZ House, Grenfell Road, Maidenhead, Berkshire, SL6 1ES



