

AMBIENTE SYSTEMS LTD

COMPANY TERMS & CONDITIONS

1. DEFINITION

- (a) THE Company means 'Ambiente Systems Ltd', of Heritage House, Unit 1 Woodside Lane, Bell Bar, Hertfordshire, AL9 6DE.
- (b) 'THE Purchaser' means the person, firm or company named upon the Company's form of Invoice
- (c) 'GOODS' means the articles or things or any of them described in the Company's form of Invoice/quotation.
- (d) 'ORDER' means the order placed by the purchaser for the supply of the goods.

2. APPLICATION

- (a) THE Company's conditions set out below are to the exclusion of all other conditions, and are incorporated into every offer, quotation and acceptance of a contract of sale to supply goods or services.
- (b) THE company will not be bound by any variation or addition to these conditions unless agreed, placed in writing and signed by the Director. No agent or person employed by, or working with the Company in any capacity has any authority to alter the conditions, except as laid out in 2(a).

3. ORDER ACCEPTANCE

- (a) ALL quotations provided by the Company, and prices included within, remain open for acceptance for a 90 calendar day period from the date shown on quotation.
- (b) WHERE there have been later quotations provided by the Company of the same project, the 90 day period runs from the date shown on the most recent quote.
- (c) ACCEPTANCE of a quote must be made by return of a completed confirmation of order, provided by the Company. Signature by the customer/purchase binds them to the Company's terms and conditions.
- (d) ANY discrepancies contained in the quotation must be notified in writing to the Company before confirmation of order is signed, and acceptance takes place. After acceptance of a quote the Company is entitled to assume all details contained within the quote are a correct and accurate description of the purchaser's requirements.
- (e) IF the purchaser cancels his contract with the Company after a signed confirmation of order has been placed, the purchaser will be liable for any costs incurred in the processing of the said order, including any work already carried out, and in particular the cost of design work if already commissioned.

4. PRICING

- (a) THE price of goods and services provided by the Company shall be the Company's quoted price unless altered by written confirmation and signed by the Director.

- (b) PRICES are quoted excluding VAT, unless otherwise explicitly stated.

5. INVOICES & PAYMENT

- (a) PAYMENT for goods shall be made by the purchaser to the Company in full by no later than the 31 days from date of Invoice,
- (b) IF the Customer defaults in payment the Company may, without prejudice to any other right or remedy available to the Company, cancel the contract and cancel any other orders received from the customer.
- (c) IF the purchaser fails to pay in full for the goods by the time stipulated in clause 3(a) set, without prejudice to its rights in respect of such failure, the Company shall have the right to charge interest on a daily basis on all overdue amounts at 4% p.a. above the base lending rate (the "base rate") and any deliveries of goods under any contract with the purchaser may be suspended. If an invoice is not paid on the Due Date, all other invoices rendered by the Company shall thereupon be deemed due and immediately become payable in full.

6. RETENTION OF TITLE

- (a) TITLE in all goods delivered by the Company will remain vested in the Company and shall not pass to the Purchaser until the Purchaser has paid in full to the Company all sums due to the Company from the purchaser under or arising from any transaction, or sale or any account whatsoever, notwithstanding that the delivery has already taken place
- (b) THE Company as a supplier shall be entitled to all rights of access to the Purchaser's premises to enforce its rights hereunder.
- (c) UPON the happening of any one of the following events, including the levying of any distress or the making of any composition with its creditors, or the commencement of any proceedings which could lead to bankruptcy, liquidation or the appointment of a receiver or manager of the purchaser, all sums in respect of goods delivered by the company to the purchaser or arising from, or under any transaction sale account whatsoever shall become due immediately and the company may enter on the premises of the purchaser to recover the goods in accordance with clause (b) above

7. RISK

- (a) UPON delivery of goods the purchaser bears all responsibility for risk of loss or any damage to said goods, from whatever cause with exception to the following circumstances
- (b) THE purchaser must carry out a careful examination of goods on arrival at the purchaser's premises, or designated site for delivery. Acceptance any goods will be deemed to constitute acceptance of goods in good condition and as in conformity with purchaser's order.
- (c) THE Company shall not accept liability for goods alleged to be damaged in transit unless the purchaser shall inform the carrier and the Company, in writing, within 3 days of delivery of the goods.
- (d) THE Company shall not accept

liability for alleged short deliveries unless (i) the purchaser has signed for the goods from the carrier as unexamined and (ii) the purchaser gives notice to the Company in writing within 3 days of delivery.

8. DELIVERY

- (a) ALL times indicated by the company for delivery shall be construed as estimates only, and the Company shall not be held liable for any damages or loss howsoever incurred from any delay in delivery, howsoever arising.
- (b) ONLY where as expressly agreed in writing does the Company bind itself to deliver on any given date, and the delivery date, whether expressly agreed or not, shall be extended by a reasonable time if delay is due to any circumstances beyond the reasonable control of the company.

9. WARRANTY

- (a) THE Company warrants that, subject to exclusions listed below, Goods supplied by the Company will match their specification at the time of delivery, and at the time of delivery be free from manufacturer's defects for the following periods of time
- (i) 'AMBIENTE' underfloor heating pipe: 75 Years
- (ii) IN regard to all other components not being manufactured by the Company, the customer shall only be entitled to the same warranty or guarantee as is received by the Company from the manufacturer.
- (b) THE Company shall be under no warranty or bound by any condition or guarantee for any goods supplied for which payment in full has not been received.
- (c) THE customer shall not be allowed to withhold payment by reason of an alleged minor defect.
- (d) A claim from the customer, based upon defective goods, or delivery of goods which fail to meet the Company's specification, must be notified to the Company, in writing, within 7 days from receipt of goods OR where defect or failure was not apparent upon reasonable inspection, notice is to be given within a reasonable time upon discovery of defect
- (e) WHERE the Company is not notified of any defect and the goods delivery has not been refused, the customer will have no right to reject the goods, and the Company shall not be held liable for any defect. The customer shall be bound to pay in the full the price of goods.

10. RETURN OF SURPLUS GOODS

- (a) NO goods may returned to the Company without prior agreement.
- (b) A 25% handling charge is applied to all returned goods.
- (c) THE company shall not accept the return of any specially ordered goods and in this context 'specially ordered' shall mean goods ordered especially by the company for the purchaser and not normally held by the company in stock.
- (c) ANY returned goods must be in original packaging and in a re-saleable condition.

11. INSTALLATION

- (a) THE Company is supply only, under no circumstances will it undertake to fit, repair, pressurise or

test underfloor heating systems. Where the customer desires such services, the company may supply details of a company/partnership who would undertake to carry out such works.

(b) IT is the responsibility of the Customer to obtain any required planning permission and to ensure that the work to be undertaken complies with building regulations including any local building code.

(c) THE customer shall bear ALL liability for any damage relating to or occurring from installation unless it is proven that such damage arises from goods which were defective at the time of delivery, where the Customer, or any of its agents had no knowledge of the fault.

12. FORCE MAJEURE

(a) THE Company shall not be liable to the Customer to the extent that fulfilment of its obligation to the Customer has been prevented, hindered or delayed by force majeure as hereinafter defined and without limiting the generality of the foregoing the Company shall be entitled to cancel delivery in whole or in part when it is delayed in or prevented from making deliveries by strikes, lock-outs, trade disputes or labour troubles or any case beyond the Company's control including, but without limitation, Act of God, embargo, or other Government Act., regulation or request, fire accident, war, riot, delay in transportation, inability to obtain adequate labour, materials, or manufacturing facilities ('force majeure') and the Company shall not be bound to obtain in the market goods with which to replace goods delivery of which has been cancelled as a result of any said events.

13. APPLICABLE LAW

(a) THIS contract is governed by English Law and the English Court alone shall have exclusive jurisdiction in the event of any dispute between the parties. Notwithstanding the provision of clauses the purchaser shall bear the risk of any loss or damage to or deterioration of the goods from whatever cause upon delivery thereof.