

## The Company's General Terms and Conditions of Sale and Delivery

### Applicability

These Terms and Conditions of Sale and Delivery (the "Terms and Conditions") apply when RONDA Enviro-vac:

- provides a quotation to a customer.
- encourages a customer to submit an offer and
- enters into an agreement with a customer on sale and delivery of products and related services unless explicitly varied by written agreement on a case by case basis.

These Terms and Conditions and RONDA Enviro-vac's quotation(s), if relevant, and order confirmation(s) constitute the entire contractual basis between RONDA Enviro-vac and the relevant customer. The customer's own standard terms and conditions, if any, will not be part of the contractual basis between RONDA Enviro-vac and the customer.

### Advice, quotation and agreement

In so far as RONDA Enviro-vac provides advice to a customer on the choice of products, such advice will be based on the information given to RONDA Enviro-vac by the customer. The customer will be responsible for ensuring that the customer's choice of product satisfies the customer's wishes and requirements. In connection with the sale of large machines, RONDA Enviro-vac can normally offer the customer a demonstration, thereby allowing the customer to test the machine for a specific job before placing an order. Any drawings, sketches, etc., submitted together with a quotation can only be considered to be to scale if this is indicated in writing. RONDA Enviro-vac retains the copyright to all drawings, sketches, etc. that are prepared by RONDA Enviro-vac and they must not be disclosed to any third party without permission. Any quotation submitted, written or oral, will be binding for two weeks from the date of its submission. Not until RONDA Enviro-vac has issued an order confirmation can an agreement be considered final. Immediately upon receipt of RONDA Enviro-vac's order confirmation, the customer must give notice if the order confirmation is inconsistent with the customer's order. If no such notice is given, the customer will be bound by the contents of the order confirmation. No one - including distributors - is allowed to make changes or additions to RONDA Enviro-vac's order

confirmations and RONDA Enviro-vac will not be bound by such changes/additions, which will therefore not be part of the agreement entered into between RONDA Enviro-vac and the customer.

RONDA Enviro-vac may cancel an order previously confirmed if the customer is in default of payment, or if there are any doubts about the creditworthiness of the customer.

### **Price**

All prices are ex works and exclusive of VAT and other taxes and duties. RONDA Enviro-vac reserves the right to change the prices as a consequence of changes in charges, customs duties, exchange rates or printing errors. All prices are based on the price list in force on the date of submission of the quotation or issue of the order confirmation. RONDA Enviro-vac reserves the right, irrespective of reason and without prior notice, to adjust the current price lists with effect for the future.

### **Delivery time**

Delivery will take place at the time specified in the order confirmation. Where delivery is fixed by instalment each instalment deliverable under the contract shall be deemed to be sold under a separate contract. A delivery time that has not been confirmed in writing in an order confirmation will not be binding on RONDA Enviro-vac. If no delivery time has been agreed, delivery will take place as soon as possible after it becomes possible for RONDA Enviro-vac to deliver.

In the event of force majeure, see below under "Disclaimer of liability", RONDA Enviro-vac reserves the right to postpone delivery by a period of the same duration as the force majeure event. If delivery does not take place at the time confirmed by RONDA Enviro-vac and the delay can be ascribed to circumstances within RONDA Enviro-vac's control, the customer will, if the delay exceeds 7 days, be entitled to an agreed penalty corresponding to 0.5 % of the value of the delayed products for each full week of the delay, the maximum being, however, 7.5 % of the value of the delayed products. This agreed penalty is the maximum compensation that the customer can claim from RONDA Enviro-vac in the event of a delay. If delivery has not taken place within 90 days of an agreed delivery time, the customer will be entitled to terminate the agreement with immediate effect by contacting RONDA Enviro-vac in writing. Such termination must take place without undue delay. If the customer fails to accept delivery at the agreed time, the buyer will nevertheless be required to make the agreed payment.

**Terms of delivery**

The terms of delivery are ex works, at which time the risk for the product(s) delivered will pass to the customer. This will apply even if the parties agree that RONDA Enviro-vac is to arrange the transport and/or pay the transport expenses. The transport method will be chosen by RONDA Enviro-vac based on their best estimate, unless anything else is explicitly requested by the customer in writing.

**Payment**

Payment must be made in accordance with individually agreed terms of payment. Unless otherwise agreed our terms of payment are 30 days net.

In the case of large orders, RONDA Enviro-vac reserves the right, prior to delivery, to request a bank guarantee for the order amount and/or advance payment of all or part of the order amount. Interest will be charged from the due date specified in the invoice issued by RONDA Enviro-vac, at the interest rate in force from time to time at RONDA Enviro-vac.

**Retention of title**

RONDA Enviro-vac will retain the title to the delivered products until receipt of the full invoice amount with the addition of interest and any costs incurred as a consequence of the customer's payment default, and RONDA Enviro-vac will therefore be entitled to take back the sold products if the invoice is not paid.

**Defects and warranty**

The customer must inspect the purchased product immediately upon delivery. If the customer wants to claim a defect in a product supplied, the customer must immediately after the defect is discovered or ought to have been discovered give RONDA Enviro-vac notice thereof in writing, including particulars about the defect. If the customer has discovered or ought to have discovered the defect and does not give notice of the defect as described above, the customer will forfeit the right to claim the defect at a later point in time. The absolute time-limit for giving notice of defects is 12 months from the date of delivery. Consequently, if the customer does not give RONDA Enviro-vac notice of a defect within 12 months of delivery, the customer cannot later claim that the sold product was defective.

RONDA Enviro-vac will be entitled to remedy any defect, and the customer will only be entitled to terminate the agreement if the defect is material and the remedying does not take place within two months of the date of the customer giving notice of the defect.

The customer will not be entitled to exercise any other remedies for breach in the event that the sold product is defective. RONDA Enviro-vac warrants that the sold product will be free from manufacturing and material defects, in so far as such defects do not originate from normal wear and tear, non-maintenance, incorrect maintenance, misuse and/or abuse.

Using non-RONDA Enviro-vac parts can be detrimental to both machine performance and life and may invalidate the warranty.

The warranty will be valid for a period of 12 months from the date of delivery.

Warranty claims must be made in writing within that period. If not, they will be forfeited. RONDA Enviro-vac will be entitled to remedy defects claimed during the warranty period.

Warranty repairs may be carried out by the customer subject to RONDA Enviro-vac's approval, or by RONDA Enviro-vac.

The distributor discount granted to the customer includes 1% to cover the customer's warranty costs exclusive of spare parts, which will be delivered free of charge by RONDA Enviro-vac. RONDA Enviro-vac will not be liable for any further warranty repair costs incurred by the customer.

Before any repair work, all warranty cases must be approved by RONDA Enviro-vac.

RONDA Enviro-vac may demand a return of defective parts for approval.

If warranty repairs are to be carried out by RONDA Enviro-vac, the customer must send the defective product to RONDA Enviro-vac at the customer's expense.

RONDA Enviro-vac will carry out repairs and required replacements in its own workshop free of charge and as soon as possible within normal working hours. After the repair, the product will be returned, carriage paid, by RONDA Enviro-vac.

In the event of complaints, the product must always be sent carriage-paid together with delivery note or invoice copy, unless otherwise agreed.

RONDA Enviro-vac may refuse to repair products contaminated with toxic or other environmentally harmful substances. In the case of products that have not been manufactured by RONDA Enviro-vac, RONDA Enviro-vac reserves the right to send on such products to the relevant manufacturer for evaluation and repair.

## **Return of products**

Return of a sold product will be subject to prior agreement, and the product must always be sent carriage paid to RONDA Enviro-vac together with delivery note or invoice copy. A product can only

be returned if it appears as new and can be re-sold as such. A returned product will be credited excluding the applicable return handling fee. Customised products such as machinery tailored to a customer's specific tasks, a suction hose shortened to special measurements, or products purchased especially for a customer, cannot be returned. A product cannot be returned later than three months after the original date of delivery.

### **Disclaimer of liability**

RONDA Enviro-vac will not be liable for any delay in the delivery of a product and/or for any defect in the product delivered where such delay/defect is caused by circumstances beyond RONDA Enviro-vac's control, e.g. damage to production equipment which has caused a delay in or damage to the production, labour conflicts of any kind, long-term sickness absence, delayed sub-supplies, and force majeure events. Force majeure will e.g. exist if RONDA Enviro-vac or its sub-supplier and/or carrier is prevented from fulfilling the agreement as a result of war, civil war, unrest, terrorism, public restrictions, epidemics, political unrest, import or export prohibitions, blockade, strike, work stoppage or other labour conflicts, and natural disasters. Force majeure will also exist if delivery is prevented due to business disruptions, or if delivery would be disproportionately costly due to the circumstances of or non-delivery by RONDA Enviro-vac's sub-suppliers. Delayed and/or defective supplies will be covered by the above-mentioned disclaimer of liability if the delays/defects are caused by the sub-supplier's delay or non-performance, and this is justified by one of the above-mentioned circumstances or by termination of the sub-supplier's business.

### **Limitation of liability**

RONDA Enviro-vac will in no event be liable for the customer's operating loss, loss of profit or any other indirect losses, including losses resulting from the customer's legal relationship with third parties. RONDA Enviro-vac will not be liable for any loss of or damage to property, including machinery, which does not belong to RONDA Enviro-vac but has been delivered to RONDA Enviro-vac by the customer for the purpose of carrying out an agreed job, e.g. a repair job, unless it is proved that the loss or damage was due to gross negligence on the part of RONDA Enviro-vac or its employees. The customer will be responsible for ensuring that the items delivered to RONDA Enviro-vac are insured against damage and/or accidental destruction. Such compensation claims against RONDA Enviro-vac cannot exceed the invoice amount or a maximum of £ 1,000.

## Product liability

Unless otherwise prescribed by mandatory law, RONDA Enviro-vac will not be liable for damage to commercial property or other damage caused by defects in the delivered products where such damage occurs after delivery to the customer, including damage to products manufactured by the customer. Furthermore, unless otherwise prescribed by mandatory law, RONDA Enviro-vac will not be liable for the customer's indirect losses, including operating loss, loss of profit, loss of earnings or any other consequential financial losses caused by defects in the products supplied. RONDA Enviro-vac will also not be liable for taking back, recalling, repairing, replacing, destroying or removing defective products delivered by RONDA Enviro-vac.

The customer must indemnify RONDA Enviro-vac in respect of any liability incurred by RONDA Enviro-vac towards any third party as a result of the customer's sale of the product for a purpose falling outside the product's normal use/specifications, or as a result of inadequate or incorrect advice given by the customer in connection with a sale. The customer will be under an obligation - at RONDA Enviro-vac's request - to indemnify RONDA Enviro-vac in respect of any amount that RONDA Enviro-vac may be ordered to pay to any third party in that regard.

## Disputes, venue, etc.

Agreements between the customer and RONDA Enviro-vac, including interpretation and gap-filling of the Terms and Conditions, will be governed by English law. Any dispute between the customer and RONDA Enviro-vac must be settled in courts of England or shall be referred to a single arbitrator, if mutually agreed, in accordance with the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof. The customer will be under an obligation to appear as defendant before a court that hears a claim for damages raised against RONDA Enviro-vac as a result of any damage or injury allegedly caused by defects in RONDA Enviro-vac's products.

Leicester, February 2019

Robert Piper