

Terms and Conditions

Prices

Prices are Ex Works in £ Sterling, exclude VAT, and are subject to change without notice. There is a £100 minimum order value. (£20 for repair parts and Accessories. Prices on application). Prices apply only to orders placed through Hydro Systems Europe Ltd.

Delivery

Ex Works UK, subject to availability. Any delivery dates given by Hydro Systems Europe or its employees are estimates and are not guaranteed. Products may be discontinued or amended without notice.

Payment

Net monthly account, i.e. payment is due by the end of the month following date of invoice, subject to satisfactory credit application (form attached). Payment in Euro is acceptable by prior arrangement.

Volume Discounts

A discounted price will apply if more than 19 units are ordered on any one order. The total quantity of products on the order will determine the price category. Different products on each individual order may be aggregated to determine which of the 3 discounted volume price categories (i.e. 20+, 100+ or 250+) will apply to all products on the order.

Returns

No goods may be returned without prior written authorisation. Returned goods are subject to a handling charge of 15% of invoiced value, or £15 whichever is the greater, plus VAT and any incidental costs incurred by Hydro Systems Limited in returning such goods to their warehouse stock.

Warranty

Hydro Systems Europe products, except hoses and tubes, are warranted against defective material and workmanship for one year from the date of manufacture. This warranty excludes failure caused by chemical attack or physical abuse. Defective parts or products must be returned with a valid Returned Goods authorisation number to the UK address freight paid. If inspection shows them to be defective they will be repaired or replaced without charge Exworks UK. Our obligation so to repair or replace shall be in substitution for all warranties, conditions and liabilities in respect of the quality, condition or description of goods except liabilities of death or personal injury caused by our negligence. In particular, we shall accept no liability for consequential or financial loss or other monetary claims exceeding the cost of the defective goods.

Instructions

The buyer will ensure that any instructions or warnings provided are complied with.

Ethics and Compliance

The Distributor represents, warrants, and covenants that, in executing and performing this Agreement, it will conduct its operations ethically and in accordance with the laws of the United States, the United Kingdom and any country in which the Company or the Distributor do business, including but not limited to laws that prohibit commercial bribery, payments to officials, and money laundering (the "Anticorruption Laws"), and laws requiring compliance with local tax laws, import/export regulations and payment of applicable customs and duties ("Import/Export Laws").

The Distributor represents, warrants and covenants that it, its directors, officers, employees agents, assigns, subcontractors, representatives and/or consultants are familiar with, and will comply in all respects with, the Anticorruption Laws and the Import/Export Laws and that it has put in place adequate procedures designed to prevent persons associated with it from breaching such laws

The Distributor represents, warrants and covenants that it, its directors, officers, employees agents, assigns, subcontractors, representatives and/or consultants will not authorize or make any payments or gifts or any offers or promises of payments or gifts of any kind, directly or indirectly, in connection with this Agreement to:

- a. any government official to influence the official for the purpose of obtaining or retaining business or securing some other improper advantage;
- b. any person, firm or company ("Third Party") in order to induce that Third Party (or any other person, firm or company) to perform improperly a relevant function or activity, whether for the benefit of the Company or otherwise, or to reward that person for improperly performing their duties. For the purposes of this clause, a 'relevant function or activity' shall include:
 - iii. any function of a public nature;
 - iv. any activity connected with a business;
 - v. any activity performed in the course of a person's employment; and
 - vi. any activity performed by or on behalf of a body of persons (whether corporate or unincorporate).

These representations and warranties shall be deemed to be continuing in effect throughout the term of the Agreement. The Distributor shall promptly advise the Company of any change in circumstances that may affect the continuing validity of the representations and warranties

The Distributor shall maintain, during the term of the Agreement, and for at least five (5) years after expiration or termination of the Agreement, accurate books and records, including but not limited to copies of all customer, subconsultant, and other correspondence, customer, subconsultant, and other agreements, records of expenses incurred, and records of payments received, relating to Distributor's performance of its obligations under the Agreement, and will permit examination and audit thereof by the Company's personnel or designated agents at all reasonable times during and after the term of this Agreement.

If in the Company's sole judgment, any breach of any section of the Amendment has occurred, the Company is entitled to terminate the Agreement effective immediately on five (5) days written notice to the Distributor.

Risk and property

Risk passes on delivery of goods to the buyer or his representative, but property and ownership shall not pass to the buyer until payment has been made in full and no other amounts are outstanding from the buyer to Hydro Systems Europe on any account. We may enter the Buyer's premises to collect our goods if either of these conditions prevails.

Governing law

All contracts shall be governed by English law and each party will submit to the jurisdiction of the English courts.