



WaterMota Ltd TERMS AND CONDITIONS OF BUSINESS

WaterMota Limited ("the Company") sells goods and supplies services only upon the terms and conditions set out below which are hereby incorporated in any Agreement for the sale of goods or supply of services to the exclusion of all other terms and conditions except as are hereby or by law otherwise provided or permitted.

1. ORDER SPECIFICATIONS

a) Any advice or recommendation given by the Company or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by the Company, is followed or acted upon entirely at the Buyer's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.

b) Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

c) The Buyer shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Company any necessary information relating to the Goods or Services within a sufficient time to enable the Company to perform the Contract in accordance with its terms.

d) The quantity, quality and description of the Goods and any specification for the Goods or Services shall be those set out in the Buyer's order (if accepted by the Company) or the Companies quotation (if accepted by the Buyer).

e) If the Goods are to be manufactured or any process is to be applied to the Goods by the Company in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Company against all loss, damages, costs and expenses awarded against or incurred by the Company in connection with, or paid or agreed to be paid by the Company in settlement, of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Company's use of the Buyer's specification.

f) The Company reserves the right to make any changes in the specification of the Goods or the Services which are required to conform with any applicable safety or other statutory or EU requirements, or where the Goods or Services are to be supplied to the Seller's specification, which do not materially affect their quality or performance.

g) No order which has been accepted by the Company may be cancelled by the Buyer except at the Company's discretion and with the agreement in Writing of the Company and on terms that the Buyer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.

2. PRICES

a) All prices quoted are ex-works prices. All packaging, carriage, insurance and freight costs and expenses together with value added tax where applicable will be charged to the Buyer in addition.

b) Prices quoted by the Company are only valid for acceptance for 30 days from the date of quotation unless otherwise specified in writing.

3. PAYMENT

Where the Buyer has an Account, the Company will generate and issue an Account statement on a monthly basis where there has been at least one transaction since the date of the last preceding Account statement.

a) The Company shall be entitled to invoice the Buyer for the price of the Goods on or at any time after despatch of the Goods, or (where the Buyer does not have an Account or has defaulted under the terms of the Account) in accordance with Condition 3h). If the Buyer wrongfully fails to take delivery of the Goods or accept performance of the Services, the Company shall be entitled to invoice the Buyer at any time after the

Company has notified the Buyer the Goods are ready for collection or (as the case may be) the Company has tendered delivery of the Goods or made itself available for provision of the Services.

b) The Buyer shall pay the price of the Goods in full in advance where Condition 3h) applies and otherwise by direct debit or bank transfer within 30 days of the end of the month in which the Company's invoice is raised or such other number of days as may be agreed in Writing between the Buyer and the Company, in each case notwithstanding that delivery may not have taken place and that title in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract.

c) If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company may:

- i) reserve the right to cancel the Contract and suspend further trading and/or deliveries to the Buyer;
- ii) demand payment of all outstanding balances whether or not due and/or cancel any outstanding orders from the Buyer;
- iii) appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer);
- iv) charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of eight (8) per cent per annum above HSBC bank plc. base rate from time to time, until payment in full is made;
- v) instruct a third party to obtain payment from the Buyer on behalf of the Company.

d) The Buyer must forward any trading account query in Writing to the Company, be it invoice, delivery or general terms related, not more than seven (7) Working Days after the receipt of the Goods or data relevant to the query being raised ("**Query Notification Period**"). If the Buyer fails to notify the Company within the Query Notification Period any outstanding payment must be made in full by the due date.

e) The Company may issue a credit to the Buyer, after investigation into any query forwarded to the Company, from the Buyer during the Query Notification Period. The Company is under no obligation to consider a query raised after the expiry of the Query Notification Period.

f) The Company may agree from time to time to an extended Query Notification Period. Any query notification extension must be agreed in Writing between the Company and the buyer and is otherwise not valid.

g) The Buyer agrees that the Company may exchange information about the Buyer and the Account including details of the Goods and/or Services purchased with members of the Company's group of companies and other companies (who may include competitors) selected by the Company for the purpose of assessing credit and financial risk and to assist in the purpose of recovering debt. See also the Company DATA PROVACY POLICY (7)

h) Subject to the Buyer satisfying such credit checks as the Company deems appropriate, the Company will establish an Account for the Buyer. If the Company has not opened an Account for the Buyer or if the Buyer defaults on its Account, the Company reserves the right to only enter into a Contract with the Buyer on the condition that the Buyer pays in advance for the Goods or Services.

4. OWNERSHIP AND RISK

a) The risk in the Goods shall pass to the Buyer on completion of delivery which shall be deemed to take place:

- i) where the Goods are to be collected by the Buyer, when those Goods have been loaded onto the Buyer's or the Buyer's carrier's vehicle, or if the Buyer fails to collect the Goods after the expiry of 5 working Days from the date the Buyer is notified that the Goods will be available for collection;
- ii) where the Goods are to be delivered by the Company or its carrier, when the Goods are actually delivered.

b) Goods shall remain the Company's property until the Buyer has paid the full price and associated costs and expenses. Until that time the Buyer shall hold the goods as bailee, store them in such a way as they can

be identified as the Company's property and keep them separate from the Buyer's own property and the property of any other person.

c) Although the goods remain the Company's property until paid for, they shall be at the Buyer's risk from the time of delivery and the Buyer shall insure them against loss or damage accordingly (and in the event of such loss or damage shall hold the proceeds of such insurance on behalf of the Company as trustee for the Company).

d) It is the Buyers responsibility to ensure that the engine or engines are commissioned and a full report is submitted to the Company within 12 months of the invoice date. Failure to do this will invalidate any warranty condition or guarantee.

e) The Buyer hereby grants the Company, his agents and employees an irrevocable licence to enter any premises where the goods are stored in order to repossess them or inspect them at any time.

i) The Buyer is declared bankrupt or makes any proposal to his creditors for a composition or other voluntary arrangement, or

ii) A receiver, liquidator or administrator is appointed in respect of the Buyer's business. On cessation of the Buyer's right to possession of the goods in accordance with the Clause the Buyer shall at his own expense make the goods available to the Company and allow the Company to repossess them.

5. DELIVERY

a) Delivery shall be at the delivery address specified by the Buyer or in the absence of any such address at the Company's premises.

b) Delivery dates mentioned in any quotation, order acknowledgement or otherwise are approximate only and are not of any contractual effect. The Company shall not have liability for loss or damage (including loss of profit and consequential loss) to the Buyer in respect of any failure to deliver on any particular day or dates.

c) The goods shall be at the Buyer's risk from the time of delivery or, if transport had been arranged by the Buyer, from the time that they are delivered to carrier for transport to the Buyer.

d) If the Buyer fails to take delivery of the goods or fails to give the Company adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Company's fault) or where delivery is delayed through failure to present any necessary licences authorities, letters of credit or other financial documents, then, without prejudice to any other right or remedy available to the Company, the Company may:

i) Store the goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or

ii) Sell the goods at the best price reasonably obtainable and (after deducting all costs, charges, damages, penalties, losses including storage costs, warehousing, wharf age and demurrage charges and selling expenses) account to the Buyer for the excess over the price under the Agreement or charge the Buyer for any shortfall below the price under the Agreement.

6. WARRANTIES AND LIMITATION OF LIABILITY

a) Subject to the conditions set out below the Company warrants that the goods delivered under this Agreement will be free from defects in material and workmanship and will conform to applicable specifications and drawings at the time of delivery.

b) The above warranty is given by the Company subject to the following conditions:

i) The Company shall be under no liability in respect of any defect in the goods arising from any drawing, design or specifications supplied by the Buyer;

ii) The Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instruction (whether oral or in writing), misuse or alteration or repair of the goods with the Company's approval;

- iii) The Company shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the goods has not been paid by the due date for payment;
- iv) The above warranty does not extend to parts, materials or equipment not manufactured to the Company, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Company.
- v) The company shall be under no liability under the above warranty (or any other warranty, condition or guarantee) for engine or engines sold unless clause 4d is adhered to.
- c) The Company shall at its option replace or repair free of charge or refund the price or part of the price of any goods or any parts thereof manufactured by the Company which prove defective by reason of faulty workmanship or materials

PROVIDED THAT:

- i) The defect is notified to the Company within twelve months of the date of the invoice or before 2000 hours use, whichever shall first occur,
- ii) The defective goods are returned to the Company at the Buyer's expense or, at the Company's option, full details of the goods, with the period, manner and location of use, the defect alleged, the date of defect and the name of the supplier are notified to the Company together with such further information as it may reasonably require any proper inspection facilities are offered to the Company;
- iii) The goods have been used in a reasonable manner and for the purpose for which they were designed and in appropriate circumstances and have been regularly serviced and maintained and in accordance with the Company's handbook and only recommended fuel and lubricants have been used.
- iv) The goods have not been modified or used for racing.
- v) The Buyer has stored the goods in a proper manner prior to commissioning.
- d) The Company's obligation to remedy defects in the goods or to refund the price of the goods or any part thereof as set out above will be its sole liability (other than for death or personal injury caused by the Company's negligence as defined in section 1 of the Unfair Contract Terms Act 1977) to the Buyer for defects in the goods after delivery and in particular but without prejudice to the generality of the foregoing it shall have no such liability (other than as provided in the warranty set out above) regarding the fitness for purpose, quality or merchantability of the goods, whether express or implied, statutory or otherwise;
- e) In any event, and notwithstanding anything contained in this Agreement, in no circumstances shall the Company be liable in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof
 - i) For any increased costs or expenses.
 - ii) For any loss of profit, business, contracts, revenues or anticipated savings or
 - iii) For any special indirect or consequential damage of any nature whatsoever or;
 - iv) For any payment to the Buyer of any sum exceeding the price of the goods.
- f) The Company shall not be liable to the Buyer or be deemed to be in breach of the contract by reason of any delay in performing, or any failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company's reasonable control:
 - i) Act of God, explosion, flood, tempest, fire or accident;
 - ii) War or threat of war, sabotage, insurrection, civil disturbance or requisition;
 - iii) Acts, restrictions regulations, bye-laws, prohibitions or measures of any kind on the part of any government, parliamentary or local authority;
 - iv) Import or export regulations or embargos;
 - v) Strikes, lockouts or other industrial actions or trade disputes (whether involving employees of the Company or a third party);
 - vi) Power failure or breakdown in machinery;

vii) Except in respect of the death or personal injury caused by the Company's negligence. The company shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term by reason of changes in our improvements to the specification of goods described in the Company's handbook or descriptive literature or by reason of goods not being suitable for a particular purpose unless the specification required for the particular proposed use is made known to the Company in writing before the sale.

7. LICENCES ETC.

The Buyer shall procure all necessary licences, permits, and authorities for the importation of goods into a country outside the United Kingdom at its own expense.

8. INSTALLATION, SERVICING AND REPAIRS

a) At the correct installation and servicing of the goods in accordance with the Company's handbook is the sole responsibility of the Buyer and the Company reserves the right to charge for any necessary servicing or installation costs and expenses required by the Buyer. See also clause 4d.

b) The Company does not in any circumstances, undertake work in wood, plastic, fibreglass or similarly materials on the Buyer's craft or installations. Any such work must be carried out at the Buyer's expense and at his direction.

c) If for the purpose of installing, servicing or repairing of the goods, the Buyer's craft requires to be moved, it is the Buyer's responsibility to move the craft and the Company does not undertake to move it for any purpose.

9. GENERAL

a) The headings in this Agreement are for ease of reference only and shall not be taken into account in the construction or interpretation of any provision to which they refer.

b) If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected thereby.

c) Reference to an Act shall include reference to any amending or replacing Act.

d) The Agreement shall be governed by the Laws of England and, subject to the preceding sub-clause, shall be enforceable only in the Courts of England and Wales.

7. DATA PRIVACY POLICY

The Company has produced a Data Privacy Policy and this is available on request or via our website www.watermota.co.uk