



Terms and Conditions for the Supply of Goods and Services

1. Definitions

In these Terms and Conditions, the following words shall have the following meanings:

- 1.1 "Customer" means any person or business that purchases Goods and/or Services from the Supplier. The Customer may be an End User or a Distributor.
- 1.2 "Distributor" means a person or business that buys Goods or Services from the Supplier and re-sells them to an End User.
- 1.3 "End User" means a person or business that uses the Goods or receives the Services.
- 1.4 "Goods" means the items specified in any order placed by the Customer and confirmed by the Supplier.
- 1.5 "Proposal" means any statement of work, quotation or other similar document describing Goods and/or Services to be provided by the Supplier.
- 1.6 "Services" means any services in any order placed by the Customer and confirmed by the Supplier.
- 1.7 "Supplier" means **Dosing Solutions Limited**, registered company number 03182169, with its principal offices at Unit E/F, Curles Farm, Pelham Road, Clavering, Essex, CB11 4PW.
- 1.8 "Terms and Conditions" means the terms and conditions set out in this document, as updated from time to time, and any special terms and conditions that may be agreed in writing with the Supplier.

2. General

- 2.1 These Terms and Conditions shall apply to all contracts for the supply of Goods and/or Services by the Supplier to the Customer and shall prevail over any and all other documentation or communications from the Customer, even where these contain alternative terms and conditions.
- 2.2 Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by the Supplier.

3. Price and Payment

- 3.1 The price for the Goods and/or Services is as specified in the Proposal or, where there is no Proposal, in the Supplier's confirmation of acceptance of the Order. The price quoted is exclusive of any applicable UK VAT or other taxes. Any tax or other charge payable in a country outside the UK where the Customer is based shall be payable by the Customer, and the Supplier accepts no liability for such tax or charge.
- 3.2 All amounts correctly invoiced by the Supplier shall be paid net by the Customer within the agreed terms. The Customer shall have no right to offset from the invoiced amount any monies due from or claimed against the Supplier.

3.3 If the Customer fails to make any payment within 30 days of it becoming due, the Supplier shall be entitled to charge interest at the current Bank of England base rate plus 2% per annum calculated daily on the outstanding amounts.

4. Delivery

4.1 The date of delivery specified by the Supplier is an estimate only. Time for delivery shall not be of the essence of the contract and the Supplier shall not be liable for any loss, costs, damages, charges or expenses caused, whether directly or indirectly, by any delay in the delivery of the Goods or Services.

5. Risk and Ownership

5.1 All risk in the Goods shall pass to the Customer on delivery to the Customer.

5.2 Ownership of and/or title in the Goods shall not pass to the Customer until the Supplier has received in full (in cleared funds) all sums due in respect of the Goods.

5.3 Until ownership of the Goods has passed to the Customer, the Customer shall keep the Goods insured for their full price against all risks and hold any proceeds of such insurance in trust for the Supplier.

6. Supplier's Obligations and Warranties

6.1 The Supplier warrants that the Goods will at the time of delivery to the Customer correspond in all material respects to the description given by the Supplier.

6.2 The Supplier shall perform the Services with reasonable skill and care.

6.3 The Supplier warrants, subject to any conditions and exceptions set out in these Terms and Conditions, to repair or replace free of charge any part of the Goods which fails within 1 year of the day the Goods were delivered to the End Customer. Such failure must have occurred because of defect in material or workmanship and not as a result of the Goods having been used other than in accordance with instructions issued by the Supplier. This warranty shall not apply to the extent that failure is caused by normal wear and tear, lack of reasonable and proper maintenance or electrical surges. Damage to equipment caused by chemical action IS NOT COVERED UNDER WARRANTY UNDER ANY CIRCUMSTANCES. All tubing and pumping elements as consumable items are also excluded. Any repairs or modifications made by any person other than the Supplier shall invalidate this warranty. The acceptance of a warranty claim is at the sole discretion of the Supplier.

7. Customer's Obligations

7.1 The Customer shall use the Goods in compliance with all instructions issued by the Supplier from time to time.

7.2 The Customer shall cooperate with the Supplier and provide the Supplier with any information reasonably required by the Supplier.

7.3 The Customer shall obtain all necessary permissions, licences and consents which may be required to facilitate the delivery of the Goods or the provision of the Services, the cost of which shall be the sole responsibility of the Customer.

8. Faulty Goods

- 8.1 Where the Customer believes the Goods to be faulty or not to comply with the contract, the Customer must notify the Supplier within 7 days of delivery and return the Goods within 7 days thereafter, carriage paid.
- 8.2 If the Supplier confirms that the Goods are faulty, the Supplier will, at their option, repair or replace the Goods free of charge.

9. Limitation of Liability

- 9.1 Other than as may be set out in these Terms and Conditions, the Supplier shall not be liable to the Customer for any loss, costs, damages, charges, or expenses arising out of or in connection with the supply of Goods or the performance of the Services.
- 9.2 Neither party shall be liable to the other for any special, incidental, consequential, punitive or other indirect damages, including without limitation, lost profits or lost business, howsoever caused, whether arising in contract, tort or otherwise, even if it has been advised of the possibility of such damages.
- 9.3 The Supplier's liability, if any, shall in all events be limited to the total amount paid by the Customer to the Supplier in the three (3) months prior to the date of the cause of action arising.
- 9.4 Nothing in these Terms and Conditions seeks to limit or exclude the Supplier's liability for death or personal injury caused by the negligence or fraud of the Supplier.

10. Force Majeure

- 10.1 Neither party shall be liable to the other for any delay or failure to perform any of its obligations to the extent that the delay or failure results from circumstances outside its reasonable control. This clause 10.1 does not apply to the Customer's obligation to pay the Supplier.

11. Severance

- 11.1 If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such term or provision shall be deemed to have been severed and all remaining provisions shall continue in full force and effect.

12. Governing Law and Jurisdiction

- 12.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales, and both parties hereby agree that they shall submit to the exclusive jurisdiction of the courts of England and Wales.