ALLWATER TECHNOLOGIES LTD
TERMS AND CONDITIONS OF PURCHASE

Unless specifically stated otherwise, the following clauses shall form the terms and the conditions of the PURCHASE ORDER.

DEFINITIONS

In these terms and conditions of purchase:-

GOODS shall mean the materials, products or services to be purchased or to be supplied as specified in the PURCHASE ORDER and/or any part thereof.

PURCHASER shall mean AllWater Technologies Ltd

PURCHASE ORDER shall mean the PURCHASE ORDER form, this document and any other document listed herein and shall constitute the entire agreement between the parties.

SUPPLIER shall mean any person or company having a contract for the supply of GOODS to PURCHASER.

2. DELIVERY TIME

Time is of the essence for the PURCHASE ORDER. The time stipulated for delivery of GOODS shall be strictly adhered to. Without prejudice to SUPPLIER'S obligation to deliver the GOODS on time, SUPPLIER shall give PURCHASER notice in writing immediately if any delay is foreseen. Failure to deliver on the date specified or subsequently agreed shall entitle PURCHASER (without prejudice to any other rights it may have)

(a) to cancel order without any penalty to PURCHASER; or

(b) Refuse to accept any subsequent delivery of the GOODS which the SUPPLIER attempts to make; or

(c) Recover from the SUPPLIER any expenditure reasonably incurred by the PURCHASER in obtaining the GOODS in substitution from another SUPPLIER; or

(d) Claim damages for any additional costs incurred by the PURCHASER which are in any way attributable to the SUPPLIER's failure to deliver the GOODS on the due date.

3. DELIVERY TERM

Delivery term shall be governed and construed in accordance with the provisions of "INCOTERMS" (latest edition)* and any amendments thereto.

*Except in the case of Incoterms – Ex Works (EXW) which must include safe and appropriate loading of product by the supplier for subsequent transportation by the buyer

4. INSPECTION

4.1 SUPPLIER shall be responsible for ensuring that all inspections and testing of the GOODS are properly and adequately performed.

4.2 SUPPLIER shall ensure that PURCHASER or any third party appointed by him, has the opportunity to inspect and witness any testing of the GOODS at any time at SUPPLIER's workplace or at any other places where such GOODS may be.

4.3 Such inspection or testing including the witnessing thereof shall not relieve SUPPLIER from any of its responsibilities and liabilities under the PURCHASE ORDER.

4.4 The GOODS will be subject to final inspection and acceptance or rejection upon arrival at their destination as specified in the PURCHASE ORDER.

5. PAYMENT

Payment will be effected within thirty (30) days after receipt of an undisputed invoice (together with supporting documents) by the PURCHASER provided always that the PURCHASER has accepted the GOODS, or as otherwise agreed and stipulated in the PURCHASE ORDER.

6. CHANGE

6.1 PURCHASER reserves the right at any time to make changes in the PURCHASE ORDER or any part thereof.

6.2 No change to or modification of the items, specifications, terms, conditions and prices appearing in the PURCHASE ORDER shall be binding upon PURCHASER unless expressly agreed in writing by PURCHASER. SUPPLIER shall promptly notify PURCHASER in the event that any GOODS subject of the PURCHASE ORDER are affected by changes in drawings, specifications or design, but SUPPLIER shall not without prior written consent of PURCHASER incorporate any such changes in the order.

7. PASSING OF PROPERTY AND RISK

Property and risk in the GOODS shall remain with SUPPLIER until they are delivered at the point specified in the PURCHASE ORDER and a delivery order is signed.

The passing of property shall not affect the right to reject the GOODS.

8. ACCEPTANCE

In the case of GOODS delivered by SUPPLIER not conforming with the PURCHASE ORDER whether by reason of not being of the quality or in the quantity or measurement stipulated or being unfit for the purpose for which they are required, PURCHASER shall have the right to reject such GOODS within a reasonable time of their delivery and inspection and to purchase elsewhere and to claim for any additional expense incurred without any prejudice to any other right which PURCHASER may have against SUPPLIER. The making of any prior payments by PURCHASER shall not prejudice PURCHASER'S right of rejection.

9. TERMINATION

(a) For Default:

In the event of any breach of any of the terms and conditions of the PURCHASE ORDER including failure to deliver by the due date, then PURCHASER without prejudice to any other rights may terminate the PURCHASE ORDER and may return GOODS previously supplied under the PURCHASE ORDER for full credit by SUPPLIER. In the event of termination due to non-delivery or non-acceptance due to SUPPLIER's breach of the terms and conditions hereof, SUPPLIER shall undertake to reimburse all monies paid by PURCHASER prior to the date of termination including all direct costs and expenses incurred by PURCHASER arising from or in connection with the termination.

(b) For Liquidation or Reconstruction:

PURCHASER may terminate the PURCHASE ORDER with immediate effect:

(i) if SUPPLIER goes into liquidation, becomes bankrupt or has a winding up order made against it.

(ii) in the event of the ownership or control of SUPPLIER being materially altered.

(c) For Convenience:

The PURCHASE ORDER may be terminated at any time by PURCHASER giving notice in writing. On receipt of such notice, SUPPLIER will cease production or delivery of the PURCHASE ORDER. In full settlement, PURCHASER shall pay a fair and reasonable price for all GOODS delivered or in a deliverable state at the date when such notice is given together with such other changes occasioned directly by the termination as PURCHASER shall consider reasonable.

10. LIABILITY AND INDEMNITY

SUPPLIER shall be responsible for and shall indemnify PURCHASER from and against all claims, proceedings, demands and causes of action in respect of any damage, loss or injury (including death) to any person or property arising out of SUPPLIER's negligence, acts or omissions, without regard to whether any negligence, act or omissions of PURCHASER contributed to such injury, death or property damage.

11. PATENT INDEMNITY

SUPPLIER shall protect, indemnify and hold harmless PURCHASER and its personnel, against any and all liability, loss or expense by reason of any claim, action or litigation in respect of any patent copyright or trademark, foreign or domestic, resultant from the use or resale of GOODS.

12. LICENCE AND PERMIT

If execution of the PURCHASE ORDER requires any licence or other permit issued in the country of shipment and/or origin, the PURCHASE ORDER shall be conditional upon such licence or other permit being available at the relevant time. SUPPLIER shall be fully responsible for obtaining the necessary licence and permit.

13. WARRANTY

SUPPLIER warrants to PURCHASER and its clients that the GOODS shall comply in every respect with any specifications, drawings and other data forming part of the PURCHASE ORDER and shall be free of defective materials or workmanship and is complete without any omissions. SUPPLIER shall be fully responsible for making good immediately upon being notified by PURCHASER any omission and defects in the GOODS or any portion thereof which may appear or occur during the warranty period, which shall not in any case be less than eighteen (18) months from the date of completion of commissioning or twenty-four (24) months from the date of shipment, whichever occurs first.

SUPPLIER shall ensure that the warranty is directly extended to the PURCHASER and, at the PURCHASER's option; the PURCHASER may exercise any of the warranty herein directly against the manufacturer of the GOODS and its agents.

SUPPLIER's liability hereunder shall extend to all damages directly cause by the omissions or defects, including incidental damages such as removal, inspection, costs of return or storage. SUPPLIER shall not be liable for any indirect, remote or consequential losses.

14. CONFIDENTIALITY

Any PURCHASE ORDER placed by the PURCHASER including all accompanying designs, drawings, specifications and information which may be treated as confidential and in particular the SUPPLIER shall not make use of the PURCHASER'S NAME or the name of any companies associated with the PURCHASER for publicity purposes without the consent of the PURCHASER.

15. FORCE MAJEURE

Neither party shall be liable for any failure to fulfil any term of the PURCHASE ORDER if fulfilment has been delayed interfered with or prevented by force majeure. Force majeure may only be involved if the event preventing the fulfilment is due to no fault of the obligor, is not for his risk and has occurred since the obligation came into being.

16. TAXES AND DUTIES

All taxes, fees and duties assessed against SUPPLIER, in connection with the PURCHASE ORDER by national or local authorities having jurisdiction over SUPPLIER at its place of business and at place of execution of the PURCHASE ORDER shall be for SUPPLIER's account.

17. INSURANCE

SUPPLIER shall effect and maintain at its own cost, all applicable insurances as required by law and to cover SUPPLIER's responsibilities and liabilities under the PURCHASE ORDER. Nothing contained herein shall serve in any way to limit or waive SUPPLIER's responsibilities or liabilities under the PURCHASE ORDER.

18. APPLICABLE LAW

The PURCHASE ORDER shall be governed, construed and shall take effect in accordance with the laws of England and SUPPLIER agrees to submit to the exclusive jurisdiction of the English Courts.

19. ENTIRE AGREEMENT

The terms and conditions set out on the PURCHASE ORDER together with any subsequent amendments made in writing by PURCHASER represent the entire terms and conditions of the agreement between the PURCHASER and SUPPLIER.

20. SPECIAL CONDITIONS

Where special conditions are stated in the PURCHASE ORDER, those conditions shall apply equally with the general terms and conditions shown herein except that where there is any inconsistency between the general and special conditions, the special conditions shall apply.

21. SAFETY

Where a service is being provided on property occupied by PURCHASER, SUPPLIER shall be responsible for the safety of all persons engaged on the work, and all persons who may be affected by activities of SUPPLIER and shall comply with all PURCHASER's safety regulations and procedures.

22. WAIVER

Failure by PURCHASER to enforce the performance of any of the provision of the PURCHASE ORDER shall neither be deemed to be a waiver of its rights hereunder nor shall it affect the validity of the PURCHASE ORDER in any way.

Any waiver by PURCHASER to any breach of the PURCHASE ORDER shall not constitute a precedent nor bind the parties to any subsequent breach by SUPPLIER.

23. These terms and conditions constitute the full terms and conditions and the exclusion of all the other terms and conditions (excluding any terms which the SUPPLIER purpose to apply under any purchase order, conformation of order, specification, or other document).