

GENERAL TERMS AND CONDITIONS OF TRADING

In these terms and conditions the following terms shall have the following meanings:-

The supplier is ESC Global Ltd registered office is at Unit 3 Potteric Carr Road, Doncaster, South Yorkshire DN4 5NP UK. The Customer means the person, business or company requesting the service or goods from ESC Global Ltd.

1. TERMS AND CONDITIONS

- 1.1 All quotations are given and all orders are accepted on these terms, which shall prevail over any other terms and conditions of the Customer and any other representations made by any party prior to the contract.
- 1.2 No modifications of these terms shall be effective unless made by an express written agreement referring to this clause between ESC Global Ltd (acting through a duly authorized manager) and the Customer.

2. PAYMENT

- 2.1 Unless otherwise expressly stated prices are due and payable in the currency of the invoice on the date specified (on the relevant invoice).
- 2.2 If the Customer shall fail to make payment in full on the due date under this clause or clause 7 then (without prejudice to any other rights of ESC Global Ltd) the Customer shall become liable to pay to ESC Global Ltd interest on the amount for the time being unpaid at the rate of 2.5% per calendar month which shall accrue from day to day and be calculated from the due date of actual payment as after any judgment.
- 2.3 Prices quoted are exclusive of carriage, packing, warehousing and any other charges (including Value Added Tax) unless expressly indicated to the contrary.
- 2.4 Fees will be charged at the rate agreed with the Customer during the carrying out of any work by ESC Global Ltd.
- 2.5 ESC Global Ltd is entitled without prior notice to increase the price stated to take account of any changes in specification made at the request of the Customer or any alteration before the date of performance in the cost to ESC Global Ltd of supplying the goods or services.
- 2.6 Time for payment is of the essence in these terms and conditions.
- 2.7 The Customer shall not be entitled to withhold payment of any amount payable hereunder or set-off any amount payable to ESC Global Ltd against any amount due or claimed to be due from ESC Global Ltd to the Customer.

3. DELAY

- 3.1 ESC Global Ltd will use all reasonable endeavors to keep any stated date or time for performance of its obligations hereunder but accepts no liability whatsoever for any loss or damage resulting from delay howsoever caused save to the extent that any such delay is directly caused by ESC Global Ltd negligence.
- 3.2 When goods are delivered or shipped in lots or by instalments or water analysis is carried out over a period of time the contract shall be construed as a separate contract in respect of each lot, instalment or sample subject to these conditions.

4. INDEMNITY

The Customer shall indemnify ESC Global Ltd against any claim whatsoever by a third party arising out of the supply of the goods or services to the Customer save to the extent that any such claim arises as a result of the negligence of ESC Global Ltd, its employees or agents.

5. FORCE MAJEURE

ESC Global Ltd shall not be liable for any failure to fulfil its obligations hereunder if such failure is caused by any occurrence of an act of God, force majeure or circumstances beyond its reasonable control.

6. ASSIGNMENT

The Customer shall not assign this agreement or any rights hereunder in whole or in part without prior written consent of ESC Global Ltd.

7. DEFAULT

- 7.1 ESC Global Ltd may by notice in writing to the Customer terminate any contract forthwith if;
 - 7.1.1 the Customer shall commit any breach of any of the terms of that or any other contract with ESC Global Ltd in respect of which in the case of breach capable of remedy ESC Global Ltd has previously given to the Customer notice thereof and the same has not been remedied within seven days thereafter: or
 - 7.1.2 the Customer is, or in the reasonable opinion of ESC Global Ltd may be, insolvent or otherwise unable to perform its obligations to ESC Global Ltd.
- 7.2 In the event of any such termination any amounts outstanding from the Customer to ESC Global Ltd under that or any other contract shall forthwith become due and payable.
- 7.3 Termination of the contract requires three months written notice

8. TITLE AND LIEN

ESC Global Ltd shall retain title to any goods supplied under a contract or terms and conditions of the Customer until it has received payment in full of all sums due in connection with the Contract. In the event that payment for the goods is not made by the due date ESC Global Ltd shall at its absolute discretion be at liberty either to recover the goods or maintain an action for the price of the goods, and the Customer agrees that it will keep such goods separate and identifiable for this purpose. For all purposes the Customer hereby grants ESC Global Ltd an irrevocable lien on the goods until full payment of all sums due in connection with the contract is made and permits ESC Global Ltd access to recover the goods, wheresoever they are situated. Without prejudice to the foregoing ESC Global Ltd may maintain an action against the Customer for any loss or damage suffered in consequence of the Customer's failure to complete any Contract or make full payment of the price for the goods.

9. GENERAL

- 9.1 Notice to be served hereunder shall be served on the relevant party at its address shown on the order form or such other address as may be notified in accordance with this clause by pre-paid first class post (if in the United Kingdom) or pre-paid airmail (if outside the United Kingdom), and such notice shall be deemed to have been duly served 2 days (7 days in the case of airmail post) after the same has been put in the post properly addressed.
- 9.2 If for any reason any part of these conditions is rendered or held to be void or unenforceable then such part shall be severable from the remaining part of these conditions which shall continue to have full force and effect.
- 9.3 No delay or failure on the part of ESC Global Ltd in enforcing these conditions to their full extent shall prejudice its strict rights hereunder or be construed as a waiver thereof.
- 9.4 All contracts shall be construed in accordance with English law and are subject to the jurisdiction of the English Courts.

ESC Global Ltd

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