

# Enviroclear Terms of Trade

Unless otherwise agreed by the Company, in writing, these terms and conditions shall apply to all orders or contracts placed with the Company. Any stipulations or conditions in a Customer's order form which would conflict with any of these terms and conditions, or in any way qualify or negative the same shall be deemed to be inapplicable to any order placed with the Company unless expressly agreed to by the Company in writing when acknowledging the order in question.

## Quotations and Orders

This quotation is open for acceptance by the Customer within 30 days from the date hereof (unless previously cancelled by the Company) and if it has not been accepted within this time, then this quotation shall automatically lapse unless it has been extended in writing by the Company.

## Prices

All prices quoted are exclusive of Value Added Tax.

## Payments & Interest

Terms are strictly 30 days from invoice date unless otherwise stated and are then subject to the Customer having an approved account with the Company. Unless agreed otherwise, in writing, payment shall be made within 30 days from invoice date.

The Company reserves the right at any time to refuse to execute an order or contract if the arrangements for payment or the Customer's credit are not satisfactory to it.

In the case of orders given by the Customer verbally, whether by telephone or otherwise, the record made by the Company of such orders shall be conclusive and binding.

Until the Company is paid in full for all the products the relationship of the Customer to the Company shall be fiduciary in respect of the products or other goods in which they are incorporated

Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract. Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Customer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

## Governing Law

These conditions and any contract to which they apply shall be governed and construed by the laws of England.