

## 1. DEFINITIONS

1.1 "UE" means Urban Environments Limited, company number 03612782, Unit 7, St Julians, Sevenoaks, Kent, TN15 0RX.

1.2 "Conditions" means these terms and conditions and includes and special terms and conditions agreed in Writing between the Customer and "UE".

1.3 "Contract" means any contract between "UE" and the Customer for the sale of Goods and/or Services incorporating these Conditions and the Quotation.

1.4 "Customer" means a customer of "UE".

1.5 "Deliverables" means all documents in writing, and drawing, plan, design, schematic, data, reports, risk assessments and surveys.

1.6 "Force Majeure Event" means an event or occurrence which could not be prevented or foreseen and which is beyond the reasonable control of UE including without limitation industrial action or trade disputes (whether involving UE's employees or those of a third party), difficulties in obtaining Goods, labour, fuel, transport or defaults of suppliers to UE.

1.7 "Goods" means the goods, equipment and chemicals, together with any other items, identified in the Quotation (if any).

1.8 "UE Intellectual Property" means all intellectual and industrial property and all rights therein in any part of the world, including without limitation any patent, registered design, trade mark, service mark, application to register any of the aforementioned rights, trade secret, trade name, know-how, copyright, unregistered design right, technical information or drawing, rights in computer software, database rights, rights in the Deliverables and topography rights.

1.9 "Order" means the Customer's order for the supply of Goods and/or Rental Equipment and/or Services, set out in the Customer's purchase order form, or written acceptance of UE's Quotation (if any).

1.10 "Quotation" means UE's proposal in writing setting out the Goods and/or Rental Equipment and/or Services to be supplied in the event of an Order being placed.

1.11 "Rental Equipment" means the equipment to be hired, rented or leased to the Customer by UE, as more specifically identified as such in the Quotation.

1.12 "Replacement Value" means the full cost of replacing the Rental Equipment at the time the loss is sustained.

1.13 "Services" means the services to be provided by UE, including the Deliverables and as specified in the Quotation.

1.14 "Specification" means, in relation to the Goods and/or Rental Equipment and/or Services to be provided by UE to the Customer, the specifications, scope of works, drawings or designs, referred to or described in the Quotation.

1.15 "System" means, the Customer's equipment, apparatus and pipework.

1.16 "Writing" means in writing including email, telex, cable, facsimile transmission, electronic transmission and comparable means of communication.

## 2. APPLICATION OF TERMS

2.1 Any Quotation and these Conditions, constitute the entire agreement between the Customer and UE and shall govern the Contract to the exclusion of any other terms and conditions, including without limitation any proposed by the Customer, implied by custom and practice or in the course of dealing between the parties.

2.2 Each Order shall be subject to these Conditions.

2.3 No variation to any Contract shall be binding unless agreed in Writing between the authorised representatives of the Customer and UE.

2.4 Any typographical, clerical or other error or omission in any sales literature, order form, price list, quotation, invoice or other document or information issued by UE shall be subject to correction without any liability on the part of UE.

2.5 Quotations given by UE in Writing shall constitute an offer. Acceptance may take place by whichever is the earlier of delivery of the Goods and/or Rental Equipment and/or performance of the Services or the placing of an Order.

## 3. QUOTATIONS AND SPECIFICATION

3.1 The quantity, quality and description of the Goods and/or Rental Equipment and/or Services and any Specification shall be those set out on the Quotation and UE acting reasonably may make changes to the same before delivery of the Goods and/or Rental Equipment and/or Services.

3.2 Any purpose for which the Customer proposes to use the Goods and/or Rental Equipment and/or Services shall be deemed not to be known by or have been made known to UE unless specifically recorded in a schedule signed by one of UE's directors or such other authorised representatives.

3.3 Goods and/or Rental Equipment ordered to the Customer's specification may vary according to normal trade tolerances and UE shall not be liable for any such variation.

3.4 Samples of the Goods are provided to enable the Customer to inspect the quality of the bulk and shall not constitute a sale by sample.

## 4. PRICE AND PAYMENT

4.1 Prices are exclusive of Value Added Tax which, if applicable shall be added at the time of invoice, at the rate in force at that time.

4.2 Prices shall be valid for 30 days after the date of the Quotation.

4.3 UE reserves the right, acting reasonably, by giving prior notice to the Customer to increase the prices before delivery of the Goods and/or Rental Equipment and/or performance of the Services. Thereafter, UE shall be entitled to increase the prices at any time by giving the Customer 28 days prior written notice.

4.4 Payment is due 30 days from the date of invoice or as specified in the Quotation. The time of payment shall be of the essence.

4.5 Returned Goods and/or Rental Equipment not supplied incorrectly shall be subject to a handling charge of 10% of its list price, plus carriage and packaging costs.

4.6 If the Customer fails to make any payment by the due date, then in addition to any other rights it may have UUE shall be entitled to charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of (5) percent per annum above HSBC Bank plc base rate from time to time until payment is made in full.

4.7 Where payments are outstanding UE may appropriate any payment received from the Customer to any goods and/or services under this or any other contract.

4.8 The Customer shall not be entitled to set off against or deduct from sums due to UE under any Contract any amount that the Customer claims from UE, whether under the Contract or any other contract.

## 5. DURATION AND TERMINATION

5.1 UE's obligation to provide Goods and/or Rental Equipment and/or Services shall start on the date specified in the Quotation or as otherwise agreed by UE in Writing and shall continue until either (i) the date for the completion specified in the Quotation; or (ii) as otherwise agreed by UE in Writing; or (iii) where no period is specified until terminated by either party giving too the other not less than 3 months written notice to the other ("Minimum Term") or (iv) earlier termination by UE of any Contract as provided for in this condition.

5.2 UE shall be entitled to terminate or suspend the Contract without liability to the Customer by giving notice to the Customer at any time if one of more of the following events occurs:

5.2.1 the Customer fails to remedy or persists in any breach of any of its obligations under the Contract after having been notified in Writing of such breach within a period of 14 days.

5.2.2 the Customer undergoes and change of "Control" which has the meaning specified in Section 416 of the Income and Corporation Taxes Act 1988; or

5.2.3 the Customer makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or

5.2.4 an incumbent takes possession, or a receiver is appointed, over any of the property or assets of the Customer; or

5.2.6 the Customer ceases, or threatens to cease, to carry on business; or

5.2.7 inclusive above is about to occur in relation to the Customer.

5.3 Notwithstanding any such termination or suspension and subject to condition 5.4, the Customer shall pay for all the Goods and/or Rental Equipment and/or Services performed up to and including the date of suspension or termination, and termination of any Contract for whatever reason shall not affect the accrued rights or remedies of either party.

5.4 In relation to the Rental Equipment, if the Customer terminates or purports to terminate any Contract before the end of the Minimum Term or any expiry of the anniversary of the Minimum Term ("Minimum Period") the Customer shall pay the rental payments which would have been payable, whether due, or not for the remainder of the Minimum Period.

## 6. DELIVERY AND PERFORMANCE

6.1 UE shall use reasonable endeavours to deliver the Goods and/or Rental Equipment and/or perform the Services (as the case may be) within the time agreed in the Quotation and, if no time is agreed, then within a reasonable time. Time of delivery of the Goods and/or Rental Equipment and/or performance of the Services shall not be of the essence.

6.2 If UE is unable for any reason to fulfil any delivery of the Goods and/or Rental Equipment and/or performance of the Services on the specified date, UE shall be deemed not to be in breach of any Contract, nor shall UE have any liability to the Customer except as set out in this condition.

6.3 Any delay in delivery of the Goods and/or Rental Equipment and/or performance of the Services will not entitle the Customer to cancel the Contract until the Customer has given 60 days' written notice and UE has not fulfilled the delivery and/or performance within that period. If the Customer subsequently cancels any Contract, UE will refund any sums which the Customer has paid in respect of that Contract or part of the Contract and the Customer will be under no liability to make any further payments in respect of the same.

6.4 If the Customer fails to perform or delays in its performance of any of its obligations under the Contract the Goods and/or Rental Equipment and/or Services will be deemed to have been delivered or performed on the due date.

6.5 Delivery of the Goods and/or Rental Equipment shall take place (i) if UE is to deliver the Goods and/or Rental Equipment when the Goods and/or Rental Equipment leave UE's possession; (ii) where the Customer is to collect the Goods and/or Rental Equipment, when the Goods and/or Rental Equipment pass into the possession of the Customer's chosen carrier or agent or (iii) when the Goods and/or Rental Equipment are installed at the Customer's premises.

6.6 Where delivery of the Goods is to be made by UE in bulk, UE reserves the right to deliver up to 5 per cent more or 5 per cent less than the quantity ordered without any adjustment in the price, and the quantity so delivered shall be deemed the quantity ordered.

6.7 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel the Contract.

6.8 If the Customer fails to take delivery or fails to give UE adequate delivery instructions in relation to the Goods and/or Rental Equipment then, without limiting any other right or remedy available to UE, UE may (i) store the Goods and/or Rental Equipment until actual delivery and charge the Customer for reasonable costs (including insurance) of storage; or (ii) sell the Goods and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price of the Goods; or (iii) in relation to the Rental Equipment charge the Customer for the full rental payments, which would have been payable under the Contract, whether due or not for payment.

## 7. CUSTOMER OBLIGATIONS

7.1 The Customer shall without limitation in relation to the Goods and/or Rental Equipment and/or Services:

7.1.1 co-operate with UE in all matters;

7.1.2 provide in a timely manner and at no charge and at all reasonable hours, access to the Customer's premises, car parking, offices, computer resources, other facilities, data (ensuring it is accurate in all material respects) a suitable location for installing the Goods together with a fused

electrical connection if required and a safe working environment and in accordance with all applicable laws;

7.1.3 inform UE of all health and safety rules and regulations, any hazards and any reasonable security requirements that apply to any of the Customer's premises;

7.1.4 ensure that all the Customer's equipment and the Systems are in good working order, suitable for the purposes for which they are used and conform to all relevant United Kingdom standards or requirements;

7.1.5 obtain and maintain all necessary licenses and consents, including security, access, hot works and works permits and comply with all relevant legislation in all cases before the date on which the Services are to start;

7.1.6 ensure that water discharged from tanks can be drained away;

7.1.7 notify UE immediately if the Customer becomes aware of any operational changes which would require UE to change any of the Goods and/or Rental Equipment and/or Services provided by UE under the Contract.

7.2 If UE's performance of its obligations under any Contract is prevented or hindered by any act or omission of the Customer, its agents, subcontractors, consultants or employees, UE shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arises directly or indirectly from such prevention or delay.

7.3 The Customer shall be liable to pay to UE, on demand, all reasonable costs charges or losses sustained or incurred by UE (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of a person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract.

## 8 TITLE AND RISK

8.1 Title to the Goods shall not pass to the Customer until the purchase price comprised in the Contract or any other contract between UE and the Customer and all other sums whatsoever which are or shall become outstanding from the Customer to UE have been paid or satisfied in full in cash or cleared funds. Until such time as title has passed to the Customer, the Customer shall hold the Goods as UE's fiduciary agent and the bailee and shall at its own risk keep the Goods separate for those of the Customer and third parties, properly stored, protected, maintained, insured and identified as UE's property.

8.2 Until title has passed to the Customer, return the Goods at UE's request and if the Customer fails to do so UE may enter the Customer's premises or any other premise where the Goods may be located and repossess the same.

8.3 Title to the Rental Equipment shall not pass to the Customer.

8.4 Risk of damage to or loss of any or all of the Goods and the Rental Equipment shall pass to the Customer upon delivery.

8.5 The Customer shall indemnify UE for all and any costs, losses, damages, liabilities, expenses, (whether arising under contract, in tort (including but not limited to negligence) or other wise of UE howsoever arising, in respect of damage to or loss of the Goods (to which title has not transferred to the Customer) and/or Rental Equipment as a result of any act, omission, default, negligence or otherwise of the Customer or its' employees, agents or sub-contractors.

## 9. LIEN

UE retains a general lien on any of the Goods and/or Rental Equipment or property in its possession for any unpaid balance the Customer may owe to UE. UE shall be entitled to sell such Goods and/or Rental Equipment in the event that payment is not made in full within 28 days of notice given to the Customer by UE of its exercise of the lien. The proceeds of sale may be taken by UE for reimbursement of the expense of exercise of the lien and the sale and payment of the said balance, and UE shall account for any surplus.

## 10. RENTAL EQUIPMENT

10.1 UE shall carry out minor repairs necessitated by fair wear and tear as are necessary to keep the Rental Equipment in good working order provided that:

10.1.1 the Customer is not in default of any of its obligations under the Contract; and/or

10.1.2 such repairs have not been necessitated by the Customer, its employees, or other third parties wilful or careless damage, acts, omissions, negligence, tampering, misuse, failure to operate the Rental Equipment in accordance with UE's instructions, any unauthorised repairs, vandalism, damage or loss caused by, without limitation, impact, water leaks, excessive force, or excessive water temperature, in which case all such repairs (including parts and labour) shall be at the Customer's cost.

10.2 Other than as provided for in condition 10.1 the Customer shall pay for all repairs to the Rental Equipment and any other costs associated with the Rental Equipment.

10.3 The Customer shall:

10.3.1 insure the Rental Equipment in the joint names of UE and for the Customer for its Replacement Value against all risks of loss or damage howsoever caused;

10.3.2 immediately notify anyone claiming possession of the Rental Equipment that it belongs to UE;

10.3.3 comply with all statutory and safety requirements relating to the use of the Rental Equipment;

10.3.4 notify UE immediately of any damage, destruction or loss to the Rental Equipment;

10.3.5 not at any time permit the Rental Equipment to be removed, repaired or maintained other than by UE or its authorised representative; and

10.3.6 not remove any labels or signs indication that the Rental Equipment belongs to UE.

10.4 The Customer shall allow any person authorised by UE to enter the Customer's premises to inspect the Rental Equipment and to remove the Rental Equipment on termination of any Contract whatsoever arising.

10.5 If upon termination UE is unable for any reason to recover the Rental Equipment (other than where solely due to the fault of UE or its employees) the Customer shall be liable for the Replacement Value of the Rental Equipment, such charges being payable immediately upon invoice.

## 11 WARRANTY

11.1 UE warrants that the Goods and/or Rental Equipment are of satisfactory quality and that the Services are carried out to the standard expected of a reasonably competent water treatment specialist.

11.2 All other conditions warranties and obligations, whether express or implied by statute, common law or otherwise and relating to the Goods and/or Rental Equipment and/or Services are excluded to the maximum extent permissible by law.

11.3 UE gives no warranty as to the condition of the System or any other equipment, apparatus, or pipework after the use of the Goods and/or Rental Equipment and/or the completion of the Services and UE shall have no liability whatsoever in respect of damage to the System or any part thereof.

11.4 The Customer acknowledges that it is relying on its own expertise and knowledge and not that of UE in entering into any Contract and in specifying the Goods and/or Rental Equipment and/or the Services to be supplied.

11.5 The Customer will indemnify and hold UE harmless in respect of actions, claims, demands, costs, charges and expenses by any third party who suffers loss or damage too their property as a result of the use by the Customer of the Goods and/or Rental Equipment and/or the provision of Services.

11.6 UE does not warrant or accept any liability for or owe a duty of care to the Customer in relation to any of the information contained in the Deliverables.

## 12 UE'S LIABILITY

12.1 UE shall in no circumstances be liable to the Customer, its employees, subcontractors or agents or for any liability of the Customer to any person or third party, in respect of any losses, damages, claims, expenses, awards, damage to property, personal injury or death, direct economic loss (save as expressly provided in these conditions) or for any indirect or consequential loss, or for loss of profits, future revenue, reputation, goodwill or anticipated savings or damage (whether arising under contract, breach of statutory duty, in tort (including but not limited to negligence, negligent misrepresentation and/or misstatement) or otherwise) of the Customer whatsoever, or howsoever arising.

12.2 In any event, UE's aggregate liability under each Contract will be limited to an amount equal to the value of the Goods and/or Rental Equipment and/or Services paid by the Customer to UE under that Contract.

12.3 Nothing in these Conditions shall exclude or restrict UE's liability in respect of death or personal injury caused by its negligence, or for any other liability which may not be lawfully limited or excluded by law.

## 13. FORCE MAJEURE

13.1 UE shall not be liable to the Customer or deemed too be in breach of the Contract for any delay or failure to perform its obligations which is due to a Force Majeure Event.

13.2 UE shall at its option either cancel any Contract or extend the time or times for delivery of the Goods and/or Rental Equipment and/or performance of the Services.

13.3 If the delay or failure lasts more than 60 days the Customer may terminate the Contract without liability to UE.

## 14. GENERAL

14.1 The Customer shall keep and procure to be kept secret and confidential the Contract and all information that a reasonable person would consider to be confidential and belonging to UE, disclosed or obtained as a result of the relationship of the parties under the Contract and shall not use nor disclose the same save for the purposes of the proper performance of the Contract and then only on the basis that the recipient of such information shall be bound by similar confidentiality obligations to those undertaken by the Customer.

14.2 UE shall own all UE Intellectual Property Rights and all other rights in or arising out of or in connection with the Goods and/or Services.

14.3 The Customer shall not assign, transfer or sub-contract any of its obligations under the Contract. UE shall be freely entitled to assign the Contract or part thereof and to sub-contract any of its obligations under the Contract.

14.4 A person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.

14.5 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice.

14.6 No waiver by UE of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

14.7 If any provision of these 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 Conditions and the remainder of the provisions in question shall not be affected.

14.8 The Contract shall be governed by and be construed in accordance with English law and the parties hereby irrevocably agree to submit to the exclusive jurisdiction of the English Courts.

## 15. CORRUPT PRACTICE

The Customer represents and warrants that it understands the provisions of any relevant laws relating to the prevention of corruption and agrees to comply with them to the extent that they apply.