

Terms and Conditions:**1. General**

- 1.1. These conditions apply to all contracts for the supply of goods and services by Pool Sentry Ltd and override and take the place of terms or conditions produced by the customer. No other terms or conditions will be implied or included unless it has previously been agreed upon in writing by the company and in the event of any inconsistency or conflict between the conditions and the terms of the customer's order, these conditions will prevail.
- 1.2. Telephone orders must be confirmed in writing, so no responsibility will be accepted by the company for any inaccuracies due to orders being given by telephone. Confirmation of any order will be accepted in writing by mail or email.
- 1.3. No addition of or variation to these conditions will bind the company or form any part of any relevant contract, and no order may be deferred, varied or cancelled without written agreement of an authorised representative of the company. In the event of any variation or cancellation by the customer, the company will be entitled to be paid any costs, loss or damage in relation to the order.
- 1.4. All quotations issued by the company can be withdrawn at any point and in any event will lapse after 60 days unless otherwise stated.

2. Acceptance

- 2.1. Each order of services or goods which are to be supplied by the company is deemed as an offer by the customer to purchase the services and/or goods upon these conditions and is accepted entirely at the discretion of the company. The customer's order must be submitted together with full payment for the cost of services and/ or goods. If full payment is not paid at the time of the order, the company may accept the order if it is satisfied as to the customer's credit worthiness. The company will inform the customer if credit is not authorised but will not be liable for failure to do so.

3. Price

- 3.1. Any prices quoted by the company are subject to variation without prior notice in the event of any increase in cost to the company which is due to any factor beyond the company's control. Prices quoted are exclusive of VAT which is chargeable at the current rate, which the customer is liable to additionally pay the company.

4. Payment

- 4.1. Subject to any special terms and conditions agreed in writing between the company and customer, payments for the goods or services will be made at the time of the order, and delivery will not be made/ services will not take place until payment has been received in full by the company.
- 4.2. Any grant of credit must be agreed by an authorised representative of the company in advance in writing. Full payment is then due within 30 days, following the date of the invoice.
- 4.3. The company has the right to withdraw credit at any point by giving written notice to the customer in this case, all amounts due to the company from the customer will become immediately due and payable.
- 4.4. The time of payment is the essence of the contract. In the event that payment is not made by the due date, the company reserves the right (without prejudice to any other right or remedy available to it) to charge interest (both before and after any judgement) on all amounts overdue at the rate from time to time proscribed by The Late Payment of Commercial Debt (Interest) Act 1998 or as amended, calculated on a monthly basis (a part of a month being treated as a full month for this purpose) until payment in full has been made and to suspend delivery or services or terminate the contract in respect of any goods or services that remain undelivered. If the customer defaults in any of its commitments to the company or suffers any distress or execution upon its property or makes or offers to make any arrangements or composition with its creditors or has an interim order made against it under the Insolvency Act 1986, or if a receiver or administrator is appointed over all or part of its assets or a resolution or petition to wind- up its business or appoint an administrator is passed or presented, or if a customer who is a natural person dies or becomes bankrupt, then the company will be entitled (without prejudice to the exercise of any other right or remedy available to it) to immediate payment of all sums then or thereafter due to the company in respect of goods or services delivered to the customer.

5. Force Majeure

- 5.1. The company will not be liable for any damage or loss arising from a delay in production or delivery of any goods or services or failure to fulfil any of its other obligations to the extent that such delay or failure is caused fully or partially by fire, strikes, lock outs, disputes with workmen, floods, accidents, delay in transport, shortage of fuel, default of supplier, inability to obtain material, embargo act, or demand of any government department or local authority as a consequence of war or hostilities (whether this is declared or not), or force majeure, or by Act of God, or by any other matter or thing beyond the company's control. If any failure or delay occurs then the period for the company to perform its obligation will be extended by such period as the company may reasonably require.

6. Delivery

- 6.1. Any date or time given by the company to the customer for the delivery of goods or services is an estimate only. The company will always endeavour to meet dates or times given or specified by either party, no such dates or times are binding the company or form a part of the contract. The company may deliver the goods or services in advance of the quoted delivery date upon giving reasonable notice to the customer.
- 6.2. Each delivery is deemed to be a separate contract for the purposes of these conditions. Failure to comply with any delivery date will not be deemed to be a repudiation of the balance of the contract.
- 6.3. The company will arrange for the carriage and delivery of the goods to the customer unless otherwise specified in the order acknowledgement. The goods will then be at the customers risk from the moment of delivery to the premises of the customer. Any notifications of short deliveries or loss or damage to goods in transit should be made in writing to the company within three working days of the date when the goods should have or have been delivered. The company will be under no liability therefore unless notification is made by the customer and confirmed by the company.
- 6.4. The company reserves the right to charge an additional fee if the customer delays installation of the goods by more than one month after the date of installation requested by the customer in its order. The fee will be based on the sales contract value of the goods in storage multiplied by a percentage equal to 4% above the National Westminster Bank PLC base rate. Unless the company receives any written notice from a customer stating that delivery is only to be made to one specific person, any person who accepts the delivery at the customer's premises will be deemed to have authority to accept the goods for the customer.

7. Title to the Goods

- 7.1. Notwithstanding the delivery and passing of the risk in the goods, or any other provision of these conditions, the title in the goods remains vested in the company and will only pass from the company to customer upon full payment being made by the customer of all sums due on whatever account or grounds to the company. In the event that goods are sold by the customer in such manner that they pass to a third party, a valid title to the goods, whilst any sums are due to the company, the company's right under this condition will attach to such part of the proceeds of the sale as is equivalent to the sums due to the company and customer will place the relevant part of the proceeds of the sale in a separate account.
- 7.2. Until such time as title of the goods are passed to the customer, the customer will hold the goods as the company's fiduciary agent and Bailee, and will keep the goods separate from those of the customers and third parties and stored properly, protected and insured and identified as the company's property. Until this time, the customer will be entitled to resell or use the goods in the usual course of its business, but will account to the company for the proceeds of sale or otherwise of the goods whether tangible or intangible, including proceeds from insurance and will keep all such proceeds separate from any monies or property of the customer and third parties in the case of tangible proceeds properly stored, protected and insured.
- 7.3. Until such time as the title to the goods passes to the customer (provided the goods are still in existence and haven't been resold) the company will be entitled at any time to require the customer to deliver up the goods to the company and if the customer fails to do so forthwith, to enter upon any premises of the customer or third party where the goods are stored and repossess the goods. The customer will indemnify Pool Sentry Ltd against any claims against it for entering any premises of the customers for the purpose of repossessing the goods and will make available all necessary permissions and facilities to enable such entry to occur. The customer will not be entitled to pledge or in any way charge by way of security for any indebtedness the goods which remain the property of the company, but if the customer does so all monies owing by the customer to the company will (without prejudice to any other rights or remedies of the company) become immediately due and payable. The customer will inform any sub- purchaser that the goods are sold subject to retention of title clause and impose a clause in similar terms to the sub- purchaser providing the same rights as in this clause. The customer accepts the right of the company to receive payment for the goods direct from the sub- purchaser.

8. Installation

- 8.1. When installation is to be undertaken by the company the contract price is based upon the particulars supplied to the company. Any additional works or materials found to be necessary, which were not apparent from the particulars supplied will be charged extra.
- 8.2. The customer must give the company all reasonable assistance to enable the installation to be completed on time. The customer will be responsible for ensuring the adequate access to the site of installation to enable the installation to take place. The customer will ensure that the site is ready in all aspects for the installation, and must have appropriate facilities and utilities. Where a specific completion date is required by the customer, the company may require access to the site outside of the usual working hours in which case, the company will not be liable for any additional cost which may be incurred by the customer or any third parties.

9. Claims

- 9.1. Any claim by the customer that the goods or services supplied do not conform to contract specifications must be notified in writing to the company within three working days of delivery/ the completion of works. The goods and/ or services in question will not be subject to any process nor disposed of until the company has had the opportunity to make an inspection and/ or test the goods. The customer should examine the goods upon delivery and if there is anything missing or damaged, then should state on the goods received note.
- 9.2. If the goods, upon examination, are not found to be defective in any way, the company's costs of inspection and all costs of carriage to and from the company will be borne by the customer. If the goods are found to be defective, the company will (at its option) replace or repair the goods or credit the customer with their invoiced value or part thereof and reimburse the customer's costs of carriage, and this will be the limit of the company's responsibility.

10. Warranties and Liability

- 10.1. Subject as provided below the clause 10, the company warrants the goods and services to be of satisfactory quality and that they will be free of defects in material and workmanship, for a period of one year from the date of the sale of the goods/ services by the company. During this period, subject to payments of all amounts due from the customer for the goods and services having been made in full, the company will repair or replace free of charge goods manufactured by it which fail to perform satisfactorily during the warranty period due to defects in manufacture or materials or refund to the customer the invoiced value (or part) of the defective goods or services.
- 10.2. If the goods are damaged, abused or worn from extended use during the warranty period they will be repaired as economically as possible at the customer's expense. The warranty set out in clause 10.1 will not extend to parts, materials or equipment not manufactured by the company, but the company will endeavour to pass on the customer the benefit of any warranty or guarantee given by the manufacturer to the company.
- 10.3. The company does not accept responsibility for any loss or damage as a result of:
 - 10.3.1. The goods having been installed, commissioned, or serviced by persons other than the company or its approved agents, subcontractors; or,
 - 10.3.2. Replacement parts, additional parts or accessories having been attached to or used in conjunction with the goods (other than those approved in writing by the company); or,
 - 10.3.3. The goods having been adapted for use or otherwise used in a way or for purpose which does not conform to the recommendations of the company.
- 10.4. In the event of a warranty claim, the company may elect either to request the return of the goods to or to the order of the company (all costs of carriage to be borne by the customer) or to inspect the goods at the place of installation. If goods which are returned to the company are found to be defective, the company will reimburse to the customer the cost of returning the goods to the company. Goods may only be returned to the company following prior authorisation by the company.
- 10.5. Except as expressly stated in these conditions, all conditions and warranties, express or implied, statutory or otherwise are excluded to the fullest extent that the law permits.
- 10.6. In no circumstances will the company, its employees, agents or subcontractors be liable for any special, indirect or consequential loss or damage or loss of profit or other economic loss resulting from the company's performance or failure to perform hereunder or the use of any goods or services sold pursuant to these conditions. Without prejudice to the foregoing, the company cannot accept any liability for any expenses or losses incurred as a result of any interruptions in the use of the goods.
- 10.7. No liability will attach to the company, its agents or employees in respect of any representation or statement made, whether before or after an agreement is reached, unless confirmed in writing by the company. No forbearance or indulgence by the company in enforcing any terms of these conditions will constitute a variation of it or a waiver of the company's rights under it.
- 10.8. Except in the case of personal injury or death, caused by the company's negligence, the maximum liability of the company under or in connection with each contract to which these conditions apply will not exceed the price of the goods and services supplied under the contract.

11. Severance

- 11.1. If any competent authority holds any clause or sub-clause of these conditions to be invalid or unenforceable in whole or in part, the validity of other clauses or sub-clauses and the remainder of the provisions in question will not be affected thereby.

12. Specification

- 12.1. The company will under no liability be in respect of specifications, illustrations or other matter in relation to goods contained in any material such as brochures, price lists or trade publications, descriptive or advertising matter of delivery notes other than in respect of specifications expressly set out in the company's acknowledgement of order.

13. Miscellaneous

- 13.1. Should a change in name or customer company number occur then liability will remain with the company originating that order unless and until a change in the status, name or customer company number has been notified and approved in writing by an authorised representative of the company.
- 13.2. The customer will not assign or delegate any duties hereunder.
- 13.3. The company may subcontract any or all of its obligations hereunder without the prior consent of the customer.
- 13.4. These terms and conditions are subject to the law of England and Wales.

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