

## 1 DEFINITIONS

- 1.1 'Stertil' means Stertil UK Limited, Stertil Koni or Stertil Stokvis all of which trade as Stertil UK Limited.
- 1.2 'Purchaser' means a direct purchaser from Stertil.
- 1.3 'Contract' means any contract for the sale of Goods by Stertil to Purchaser.
- 1.4 'Goods' means the goods (including any instalment or repair of the goods or any parts and components of or materials incorporated in them or any related services (or installation costs) which Stertil supplies to Purchaser.

## 2 BASIS OF CONTRACT

- 2.1 No Contract shall come into existence until Purchaser's order (however given) is accepted by Stertil's written acceptance.
- 2.2 At Stertil's discretion the Purchaser may be required to pay in full or part prior to order acceptance.
- 2.3 These Conditions shall be incorporated in the Contract to the exclusion of any terms or conditions stipulated or referred to by Purchaser.
- 2.4 No variation to these conditions shall be binding on Stertil unless confirmed by it in writing.
- 2.5 No person has authority to make a claim, representation or guarantee which is not expressed herein or confirmed in writing by an authorised officer of Stertil in writing. In entering into the Contract Purchaser acknowledges that it does not rely on, and waives any claim for breach of, any such claims, representations or guarantees which are not so confirmed.
- 2.6 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other documentation or information issued by Stertil shall be subject to correction without any liability on the part of Stertil.
- 2.7 Any order received by Stertil from Purchaser may be terminated by Purchaser only with the consent of Stertil and upon payment of reasonable termination charges. Such charges shall take into account expenses already incurred, commitments made by Stertil and all other losses due to such termination raised with a 20% plus VAT handling fee and a reasonable profit.
- 2.8 Stertil will provide qualified technical direction and assistance for the installation, start-up, field performance testing, inspection, repair and maintenance of Stertil's supplied service parts, repair upon receipt of a separate purchase order (submitted in sufficient time to allow proper scheduling of a service representative) from Purchaser for such service. Service rates and standard conditions will be in accordance with Stertil's latest published Service Rates Schedules. Service rates do not include the furnishing of special tools, instrumentation, etc. Training and instruction of Users personnel can also be provided at Standard Rates. In the event service time rates change after receipt of purchase order, the service rates in effect at the time the work is performed will be charged.
- 2.9 In respect of spare parts agreed by Stertil to be returned by Purchaser for credit. Stertil will charge a handling fee of 20% plus VAT.

## 3 TECHNICAL SPECIFICATIONS

- 3.1 Stertil will issue copies where necessary of relevant specification sheets or drawings of the Goods illustrating their dimensions and installation requirements. Manufacture of the Goods will proceed unless advised to the contrary by Purchaser within 7 days of issue of the specification sheets or drawings.
- 3.2 Stertil reserves the right to amend any design, specification or source of supply of the Goods without prior notice.

## 4 QUOTATIONS

- 4.1 Unless otherwise so stated in writing quotations are valid only for 30 days after their date.

## 5 PRICES

- 5.1 The price of the Goods shall be Stertil's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in Stertil's published price list current at the date of acceptance of the order.
- 5.2 Stertil reserves the right, by giving notice to Purchaser at any time before delivery to increase the price of the Goods to reflect any increase in the cost to Stertil which is due to any factor beyond its control (such as, without limitation, any foreign exchange fluctuations, currency regulation, alteration of duties or taxes, significant increase in the cost of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which have been requested by Purchaser, or any delay caused by the failure of Purchaser to give Stertil adequate information or instructions.
- 5.3 Prices are ex-works and exclude any applicable taxes such as but not limited to value added tax, which Purchaser shall be additionally liable to pay to the Stertil.

## 6 PAYMENT

- 6.1 Stertil shall be entitled to invoice Purchaser for the price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by Purchaser or Purchaser wrongly fails to take delivery of the Goods, in which case Stertil shall be entitled to invoice Purchaser for the price at any time after the Stertil has notified Purchaser that the Goods are ready for collection or (as the case may be) Stertil has tendered delivery of the Goods.
- 6.2 Purchaser shall pay the price of the Goods within 30 days of the date of Stertil's invoice, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to Purchaser. Time for payment shall be of the essence of the Contract.
- 6.3 If Purchaser fails to make any payment on the due date then, without prejudice to any right or remedy available to it, Stertil shall be entitled to:
- (a) cancel the Contract or suspend any further deliveries to Purchaser;
- (b) appropriate any payment made by Purchaser to such of the Goods (or any Goods supplied under any other contract between Purchaser and Stertil) as Stertil think fit (notwithstanding any purported appropriation by Purchaser);
- (c) charge Purchaser interest (both before and after any judgement) on the amount unpaid at the rate of 12 % per annum or, whichever one is the higher, 4% per annum above National Westminster Bank PLC base rate from time to time, until payment in full is made, plus any costs in pursuing the debt in accordance with the Late Payment of Commercial Debt (interest) Act 1998.
- 6.4 Purchaser shall make all payments due under the Contract in full without any deduction whether by way of set-off, discount, abatement or otherwise.

## 7 DELIVERY

- 7.1 Stertil reserves the right to elect the means of transport for delivery of Goods. Where Purchaser requests a special method of delivery Purchaser accepts liability for those costs which will be added to the invoice. Goods will be delivered ex-works Stertil Incoterms 2000 if and for as far no specific other term has been agreed upon.
- 7.2 Any dates quoted for delivery of Goods are approximate only and Stertil shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence.
- 7.3 Where Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by Stertil to deliver any one or more of the instalments shall not entitle Purchaser to treat the Contract as a whole as repudiated.
- 7.4 If Stertil fails to deliver the Goods for any reason other than any cause beyond Stertil's reasonable control or Purchaser's fault, and Stertil is accordingly liable to Purchaser, Stertil's liability shall be limited to the excess (if any) of the cost to Purchaser (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.

- 7.5 If delivery of the Goods is refused Purchaser shall, without prejudice to any other right or remedy available to Stertil, be liable for all carriage, handling and stocking charges incurred.

- 7.6 Without waiving any other rights or remedies Stertil may have, Stertil may, at its option, defer shipment or deliveries hereunder, or under any other contract with Purchaser, subject to satisfactory settlement of delinquent amounts due to Stertil.

## 8 DAMAGE IN TRANSIT AND NON-DELIVERY

- 8.1 Where Goods are consigned or sent to Purchaser or his agent, no claim will be accepted by Stertil and it shall not be liable, insofar as the negligence of itself, its servants or agents can be established for:
- (a) GOODS DAMAGED IN TRANSIT, unless the Stertil and the carrier are notified in writing within 10 days of delivery;
- (b) NON-DELIVERY, of the whole or any part of the Goods, unless Stertil or carriers are notified in writing within 14 days of the date of despatch appearing in or from Stertil's advice note.

- 8.2 In default of compliance by Purchaser with the requirements of condition 8.1 above, Purchaser shall pay for such Goods not delivered or damaged in transit, without prejudice to Stertil's rights otherwise arising.

- 8.3 The practice of signing for the Goods 'not examined' does not absolve Purchaser from conditions 8.1 or 8.2 above.

## 9 INSTALLATION

- 9.1 Where site preparation is necessary prior to installation of the goods, it is Purchaser's responsibility to ensure that the site is suitable and has been properly prepared and has available to it all supplies and services that may be required to enable such installation to take place during normal working hours. The site specifications and responsibilities of Purchaser and end users are set forth in the specification sheets and or drawings supplied by Stertil.
- 9.2 Should Goods require to be moved for later installation after delivery Purchaser shall, at its own expense, provide all necessary labour and machinery for this purpose.
- 9.3 If Purchaser fails to fulfil any of its responsibilities as specified in conditions 9.1 or 9.2 above so as to extend the time taken to commission the Goods or so as to result in extra visits by the engineers, Purchaser shall pay the Stertil for all extra costs and expenses that result, and if as a result installation of the Goods is unduly delayed, Stertil reserves the right to pass on cost inflation as a supplementary charge.

## 10 RISK

- 10.1 Risk of damage to or loss of the Goods shall pass to Purchaser at the time of delivery or, if Purchaser wrongfully fails to take delivery of the Goods the time when Stertil first tenders delivery.

## 11 TITLE

11.1 Notwithstanding delivery and the passing of risk in the Goods, until payment in full has been made by Purchaser of all sums owing and due to Stertil on any account whatsoever whether in respect of purchase of Stertil's Goods or otherwise;

(a) The property in the Goods supplied by the Stertil, whether mixed with or made accessories to other Goods of Purchaser or a third party, shall remain in Stertil.

(b) Purchaser shall keep and store the Goods in such a manner as to enable them to be identified as the property of Stertil.

(c) Purchaser shall be at liberty to sell the Goods in the ordinary course of business.

(d) The proceeds of any such sale and the benefit of any such contract of sale shall be the property of Stertil and held in trust for Stertil absolutely.

(e) Stertil may at any time by written notice terminate Purchaser's powers of sale if Purchaser goes or threatens to go into receivership or liquidation.

(f) Stertil may, at any time after the termination of the power of sale, repossess the Goods and for this purpose Purchaser hereby grants to Stertil an irrevocable licence to enter upon any premises of Purchaser.

## 12 WARRANTY

12.1 Stertil will make good by repair or exchange at its sole option such of the Goods or parts thereof which are shown to its reasonable satisfaction to have proved defective in materials or workmanship for a period of twelve calendar months from the date of delivery to Purchaser.

12.2 The above warranty is nonetheless given by Stertil subject to the following conditions and limitations:-

(a) Within 90 days of purchase of the Goods Purchaser has accepted a maintenance contract provided by Stertil;

(b) Any claim by Purchaser which is based on any defect in the quality or condition of the Goods or any parts must be notified in writing to Stertil within 3 working days of discovery of the defect or failure. If Purchaser does not so notify Stertil, shall have no liability for such defect or failure;

(c) In respect of any parts which are not covered by a maintenance contract and subject to Clause 12.2 (b) above, Purchaser must first obtain from Stertil a warranty claim form. Purchaser must return the part and the completed claim form to Stertil. Stertil (whose decision alone will be final,) on acceptance of the claim will exchange the part;

(d) The Goods must have been installed and or commissioned continuously repaired and maintained exclusively by Stertil in accordance with Stertil's specifications;

(e) Stertil shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, or failure to follow Stertil's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without Stertil's approval.;

(f) Stertil shall be under no liability in respect of Goods operated or stored under adverse conditions (such as outside installations or in areas used for steam cleaning or pressure washing etc) unless the same is otherwise specified in the relevant equipment manual.;

(g) Stertil shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by Purchaser or any party other than Stertil;

(h) Stertil shall be under no liability under the warranty if the total price for the Goods has not been paid by the due date for payment as stated in the Contract;

(i) Where Stertil is not the manufacturer of the Goods, Purchaser shall only be entitled to the manufacturer's warranty or guarantee.

(j) The warranty does not include for the provision of access equipment required to facilitate the repair.

12.3 Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

12.4 Subject to the provisions of Clause 12.2 Stertil's warranty is limited to the original scope of supply.

12.5 Delivered Goods or parts which are not installed by Stertil will only be subject to 12 months exchange parts, delivered ex works Stertil in accordance with Clause 12.2 (c)

12.6 Stertil's total liability is limited to the cost of repair or replacement. In no event shall Stertil's maximum liability exceed the Contract price of the Goods.

12.7 Warranty service provided by Stertil to Purchaser shall be limited to the hours of 9.00am to 5.00pm Monday to Friday, excluding bank holidays and Christmas shut down. Service provided outside of these hours will be chargeable to the Purchaser.

12.8 The benefit of any warranty provided by Stertil may not be assigned by Purchaser to any third party unless the price of the Goods has been paid for in full in accordance with the Contract.

## 13 LIABILITY

13.1 Except in respect of death or personal injury caused by Stertil's negligence, Stertil shall not be liable to Purchaser by reason of any representation, or any implied warranty condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of Stertil, its employees, distributors, sub-contractors or agents or otherwise) which arise out of or in connection with the supply and/or installation of the Goods or their use or resale by Purchaser.

13.2 Stertil shall not be liable to Purchaser or deemed to be in breach of the Contract by reason of any delay in performing, or failure to perform, any of the Stertil's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Stertil's reasonable control. The total liability of Stertil (including sub-suppliers) on any and all claims shall not exceed and shall be limited to the total order value. All such liability shall terminate 12 months from delivery. Purchaser shall indemnify and hold harmless Stertil from all claims which exceed the above mentioned limitation. In no event shall Seller (or its sub-suppliers) be liable for any consequential, indirect or exemplary damages, including but not limited to: loss of profit or revenue, loss of use of the goods, facilities, services or replacement power, downtime costs or claims from Purchasers for such damages.

13.3 Any exclusion or limitation of liability under the contract shall exclude or limit such liability not only in contract but also in tort or otherwise at law. These provisions shall apply notwithstanding any provisions to the contrary elsewhere in the contract.

## 14 HEALTH & SAFETY AT WORK AND POWER REGULATIONS

14.1 Purchaser will indemnify Stertil in respect of equipment operator competence, full user training is available from Stertil details of which are available on request.

14.2 On or before delivery of Stertil's Goods to Purchaser and/or their use Purchaser shall, if so requested by Stertil, enter into a written undertaking to take such steps as may be specified by Stertil sufficient to ensure that the Goods will be safe and without risk to health when properly used.

14.3 Purchaser shall indemnify Stertil in respect of costs and expenses it may incur in any proceedings bought against Purchaser under the Health and Safety at Work Act 1974 or any statutory modification or re-enactment thereof or any regulations orders or directions made there under in connection with Stertil's Goods.

## 15 WASTE

15.1 Any waste whether hazardous (as defined in the Hazardous Waste Regulations 2005) or general waste that is produced in connection with Stertil carrying out their activities under this Contract will be dealt with and removed by Purchaser, at its own cost.

## 16 EXHIBITIONS

16.1 Stertil's Goods may not be exhibited at any show, display or exhibition, other than on Purchaser's own premises, or included in any competition unless Stertil's written consent has first been obtained.

## 17 INSOLVENCY OF PURCHASER

17.1 Without prejudice to any other right or remedy available to it, Stertil shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to Purchaser if;

(a) Purchaser makes a voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or

(b) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of Purchaser; or

(c) Purchaser ceases, or threatens to cease, to carry on business; or

(d) Purchaser defaults in making good the surplus of its credit threshold with Stertil, within five working days after being notified thereof,

(e) Stertil reasonably apprehends that any of the events mentioned above is about to occur in relation to Purchaser and notifies Purchaser accordingly, and if Goods have been delivered but not paid for the price shall become immediately payable notwithstanding any previous agreement or arrangement to the contrary.

## 18 LAW AND CONSTRUCTION

18.1 If any of the provisions of these conditions are 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 thereby.

18.2 These conditions and the Contract shall be governed and construed in accordance with the Laws of England.

18.3 The headings in these conditions are for convenience only and shall not affect their interpretation.

## 19 DISPUTES

19.1 All disputes will be resolved in accordance with the Arbitration Act 1996 & the chartered institute of Arbitrators shall appoint the arbitrator if the parties fail to agree who it shall be.

## 20 BREXIT CLAUSES

The terms of the UK's exit from Europe have not been defined and therefore Stertil UK Ltd have added the following clauses to our terms and conditions of sale as a precaution and to advise customers of potential issues.

Stertil UK Ltd supply products which are sourced from within the European Union and will potentially be affected by the BREXIT process.

20.1 Sales prices will now exclude any costs related to changes in import duties, VAT amendments, or other fees associated with BREXIT

20.2 All lead times quoted are estimated in accordance with current customs procedures. Therefore, any delays associated with BREXIT are beyond our control and Stertil UK Ltd cannot be held responsible for any such delays howsoever caused.