**TERMS & CONDITIONS**

**DEFINITIONS**

In these terms and conditions:

'Conditions' means these terms and conditions.

'Quotation' shall mean Eco~tech Systems Environmental Ltd proposal, tender, quotation which may become the subject of Order.

'Order' shall mean the order, purchase order or contract placed by or agreed by the Customer with Eco~tech Systems Environmental Ltd.

'Customer' shall mean the Person who has placed the Order with Eco~tech Systems Environmental Ltd.

'Contract’ means a contract between Eco~tech Systems Environmental Ltd and the Customer evidenced by the acceptance by Eco~tech Systems Environmental Ltd of the Customer's Order.

'Goods' shall mean any item, parts, material, work or service being the subject of the order.

'Special Conditions' shall mean any supplementary conditions issued with Eco~tech Systems Environmental Ltd, Inspection, Plant or Maintenance products or agreed in writing between the Customer and Eco~tech Systems Environmental Ltd.

'Person' includes a company, corporation or other body corporate, partnership, joint venture, association, Authority, Council, Governmental or Semi- Governmental agency or any other group or organisation wishing to contract with Eco~tech Systems Environmental Ltd.

'Site' shall mean the place, area, building or land in or on which the goods and services are or will be installed, used, provided or stored.

**1. GENERAL**

1.1 A Quotation is made, an Order is accepted, and any Contract is entered into on the express understanding that unless agreed by Eco~tech Systems Environmental Ltd in writing to the contrary, these Conditions (and where applicable any Special Conditions) will apply to the exclusion of all others, including any attached to the Customer's Order.

1.2 No Contract shall be formed until the Order has been accepted by Eco~tech Systems Environmental Ltd in writing and any conditions precedent to the formation of the Contract are satisfied and where required by Eco~tech Systems Environmental Ltd, an acceptable Letter of Credit has been received. The Customer accepts that any work carried out prior to the Contract does not form part of the Contract.

1.3 Unless otherwise agreed between Eco~tech Systems Environmental Ltd and the Customer, a Quotation by Eco~tech Systems Environmental Ltd will be construed as an invitation to the Customer to place an Order in accordance with that Quotation.

1.4 Eco~tech Systems Environmental Ltd reserves the right to alter the specification of the Goods to take account of improvements in design, unavailability of materials or for any other reason without being in breach of Contract.

1.5 All drawings and illustrations accompanying Eco~tech Systems Environmental Ltd quotation shall not form part of any Contract unless expressly agreed in writing by Eco~tech Systems Environmental Ltd.

1.6 The Quotation is based on the information and drawings supplied to Eco~tech Systems Environmental Ltd by the Customer at the time of the Quotation and the Goods are limited to that shown in the Quotation.

1.7 Any variation or extra work requested by the Customer, or which in Eco~tech Systems Environmental Ltd opinion is necessary in connection with the Goods and services and is carried out by Eco~tech Systems Environmental Ltd, will result in an adjustment to the price and the completion date listed in the Quotation.

1.8 The Customer shall inform Eco~tech Systems Environmental Ltd of any special requirements, environmental considerations, regulations (statutory or otherwise), limitations or hazards applicable to the Site and/or the Goods.

1.9 The Customer shall be responsible for any discrepancies, errors or omissions in any drawings and/or information supplied by the Customer to Eco~tech Systems Environmental Ltd, including without limitation, in relation to the suitability of those drawings for the particular purpose for which they are to be used or applied by the Customer and shall indemnify Eco~tech Systems Environmental Ltd against any loss caused by such discrepancies, errors or omissions.

**2. PRICE VARIATION AND PAYMENT**

2.1 Unless otherwise specified and subject to 2.3 below the price quoted by Eco~tech Systems Environmental Ltd in its Quotation is strictly Net and does not include VAT.

2.2 Unless otherwise agreed, the Quotation will lapse after 30 days from the date therefrom unless withdrawn earlier by Eco~tech Systems Environmental Ltd.

2.3 If any law, order, regulation, duty or tax, etc. is made or changed after the date of Eco~tech Systems Environmental Ltd Quotation which affects Eco~tech Systems Environmental Ltd performance of the Contract, the price and completion date shall be varied accordingly.

2.4. Terms of payment are as stated in the Quotation; standard terms are 7 days after the date shown on the invoice. All payments made by the Customer shall be made without any deduction or deferment in respect of any disputes or claims whatsoever and/or in respect of any taxes imposed by, or under the authority of, any government or public authority.

2.5 Eco~tech Systems Environmental Ltd reserves the right to amend the terms of payment at any time prior to accepting an Order.

2.6 All prices quoted by Eco~tech Systems Environmental Ltd (unless otherwise indicated) are quoted in Pounds Sterling and Payment is due in Pounds Sterling at the address quoted on the invoice unless otherwise specified by Eco~tech Systems Environmental Ltd.

2.7 Eco~tech Systems Environmental Ltd reserve the right to charge interest on any overdue payments in accordance with the Late Payment of Commercial Debts Regulation 2013.

2.8 Time for payment shall be of the essence.

**3. FORCE MAJEURE AND CANCELLATION**

3.1 Should the execution of the Order or the fulfilment of Eco~tech Systems Environmental Ltd obligations be hindered or delayed by the Customers instructions, lack of instructions or by any act or omission on the Customer's part or by any cause whatsoever beyond Eco~tech Systems Environmental Ltd control (including but not limited to strike, lockouts, fire, explosion, shortage of raw materials, delay in delivery from our suppliers, state of war whether declared or not, civil strife, sabotage, vandalism and exceptional weather conditions) Eco~tech Systems Environmental Ltd at its absolute discretion shall be at liberty to cancel or suspend the Contract and any of its other obligations that are so affected forthwith without any liability whatsoever by Eco~tech Systems Environmental Ltd to the Customer.

3.2 Eco~tech Systems Environmental Ltd shall be entitled to suspend or terminate its performance under the Contract forthwith if the Customer: (a) makes default in any payment under this or any other Contract, (b) becomes bankrupt or, in the case of a Limited Company, resolves to go into liquidation (c) becomes subject to a receivership, (d) ceases to carry on business, (e) enters into any scheme of arrangement or composition with or assignment for the benefit of any of its creditors (f) commits any breach of a term of a Contract. Any such suspension or termination shall be without prejudice to any other rights or remedies Eco~tech Systems Environmental Ltd may have against the Customer. In the case of suspension then clause 5.2 shall apply. Upon termination the Customer will be immediately liable to Eco~tech Systems Environmental Ltd for all amounts due to Eco~tech Systems Environmental Ltd.

3.3 The Customer may not cancel the Order without Eco~tech Systems Environmental Ltd’ written consent which shall only be given upon the Customer's undertaking to pay cancellation charges to compensate Eco~tech Systems Environmental Ltd for all costs and charges incurred by Eco~tech Systems Environmental Ltd including loss of profit and such sums being notified to the Customer by Eco~tech Systems Environmental Ltd in writing.

**4. DELIVERY**

4.1 If the customer prolongs the completion of the Order at any stage and for any reason then notwithstanding the above Eco~tech Systems Environmental Ltd shall be entitled to recover any additional costs incurred in, but not limited to, project management, engineering or administration of the prolonged Order.

4.2 Partial deliveries or partial completion of the Order shall in no way nullify any of these terms and conditions from applying to the partial delivery or completion or to the balance of the Order.

**5. LIMITATION OF LIABILITY**

5.1 Notwithstanding any other provision hereof to the contrary - Eco~tech Systems Environmental Ltd shall not be liable to the Customer or any other Person, whether in contract, tort (including negligence) or howsoever, for any incidental and consequential damage or economic loss, pollution and environmental damage, occupational disease and toxic torts, loss of any profit, loss of any order or contract, non-operation or increase in expense of operation, damage to property; and

5.2 The Customer shall advise Eco~tech Systems Environmental Ltd of any claims for which the Customer may seek indemnification from Eco~tech Systems Environmental Ltd. Eco~tech Systems Environmental Ltd reserve the right to defend directly any such claims.

5.3 Should the Customer free issue any materials or parts to Eco~tech Systems Environmental Ltd for use in carrying out the Contract then Eco~tech Systems Environmental Ltd shall not be liable for any loss or damage that may occur to such material or parts from whatever cause.

**6. HEALTH AND SAFETY**

6.1 The Customer shall ensure that where Eco~tech Systems Environmental Ltd carries out work on a Site or premises prescribed by the Customer, all conditions, equipment or articles provided to Eco~tech Systems Environmental Ltd for use on the Order are in accordance with applicable Health and Safety and COSHH regulations.

6.2 The Customer shall indemnify Eco~tech Systems Environmental Ltd against all claims and demands made against Eco~tech Systems Environmental Ltd in respect of any injury, loss or damage suffered by any person or occasioned to any property by reason of any special hazards, perils and dangers present on Site , and all costs and damages incurred by Eco~tech Systems Environmental Ltd in consequence of any such claims and demands, unless the Customer shall have given written notification to Eco~tech Systems Environmental Ltd of such hazards, perils or dangers prior to commencement of the Order and taken all reasonable steps to prevent the occurrence of such injury, loss or damage.

**7. CONFIDENTIALITY**

The Customer shall ensure that in respect of all information or data received by the Customer relating to the subject matter of the Order or to Eco~tech Systems Environmental Ltd’ business or affairs, disclosed whether in writing, orally or by any other means to the Customer by Eco~tech Systems Environmental Ltd or by any third party on Eco~tech Systems Environmental Ltd behalf, remains the property of Eco~tech Systems Environmental Ltd, and shall be treated as confidential by the Customer and will not be disclosed to any third party without Eco~tech Systems Environmental Ltd written consent. The Customer shall procure that persons to whom such information is divulged by them shall themselves observe the requirements of this condition.

**8. SEVERABILITY**

Each undertaking in the Conditions shall be considered as a separate undertaking and if one or more of the undertakings contained in the Conditions is found to be unenforceable or in any way an unreasonable restraint of trade the remaining undertakings shall continue to bind the parties.

**9. MISCELLANEOUS**

9.1 The failure by Eco~tech Systems Environmental Ltd to insist upon the performance of any one or more of the terms contained in these Conditions will not be deemed to be a waiver of any rights and remedies that Eco~tech Systems Environmental Ltd may have. No provision of these Conditions or a Contract will be deemed to have been waived by Eco~tech Systems Environmental Ltd unless the waiver is in writing and signed by the duly authorized employee of Eco~tech Systems Environmental Ltd.

9.2 These Conditions and any Contract may only be varied, amended or added to with the written consent of Eco~tech Systems Environmental Ltd, executed by a duly authorized employee of Eco~tech Systems Environmental Ltd.

**10. LAW**

These Conditions, Quotation, Order and Contract shall be governed by and construed in accordance with English Law subject to the exclusive jurisdiction of the English Courts.