

AIC Group Limited

Terms & Conditions of Sale

01/01/2016

IMPORTANT

THESE CONDITIONS CONTAIN PROVISIONS WHICH DEFINE THE CONTRACTUAL OBLIGATIONS OF THE COMPANY AS TO PRICE AND PERFORMANCE. AS A CUSTOMER YOU ACCEPT THAT THESE CONDITIONS SHALL APPLY TO THE SUPPLY OF ANY GOODS BY THE COMPANY.

GENERAL

These Conditions shall apply to all Goods supplied to the Customer and no variation or abrogation of any kind whatsoever shall be effective unless it is evidenced in writing, signed by a duly authorised officer of the Company and containing a specific reference to these Conditions being varied or abrogated. In particular, where Goods are to be supplied to the Customer pursuant to Special Terms, if there is any inconsistency between the Conditions in this document and the Special Terms set out in the Special Terms then the Special Terms shall be effective.

AIC Group Limited shall issue a sales order followed by an invoice for Products. Signature of the sales order by the Customer and / or receipt of a deposit from the Customer to AIC Group Limited following issuance of an invoice to Customer constitutes acceptance of the these terms and conditions of sale by all parties to the contract. If the Customer does not wish to be bound by the terms of this Agreement, the Customer must immediately notify AIC Group Limited.

All specifications, technical data and other information in the Company's catalogues, trade literature and other published material are of a generally informative nature only and none of them form part of or are intended to form part of any Contract or give rise to any independent or collateral liability of any nature whatsoever on the part of the Company.

AIC Group Limited will comply with all laws applicable to AIC Group Limited. Compliance with trans national, national and local laws during any operation or use of the Product(s) is the sole responsibility of Customer.

These Terms and Conditions shall be governed by the laws of the United Kingdom of Great Britain and Northern Ireland. Customer irrevocably submits to the exclusive jurisdiction of and venue in the courts located in Northern Ireland.

This Agreement supersedes all prior agreements, orders, quotations, proposals and other communications regarding the Product, except that a signed prior agreement issued by AIC Group Limited, together with any other document incorporated by explicit reference within this Agreement will continue to apply to the extent that they are not directly in conflict with this Agreement.

PRICE

The Company shall be entitled to bring an action for the full price whether or not the title of the Goods has passed.

Notwithstanding any quotation or price list all prices are subject to alteration to cover any increase in the cost to the Company in supplying the Goods between the date of the quotation and delivery of the Goods.

Should the date of delivery of the Goods be advanced at the Customer's request or should any work beyond the scope of the original specification be required through reasons other than any fault directly attributable to the Company then any overtime or other additional costs shall be charged extra and shall be payable as part of the price.

The Company shall be entitled to charge the amount of, value added tax or other tax levied on the Goods whether or not included on the quotation or invoice.

DELIVERY OF GOODS

Delivery of Goods shall be ex works unless otherwise agreed in writing by the Company.

The Customer shall be deemed to have accepted the Goods upon their delivery. Any length of time or any date named or accepted by the Company for delivery of the Goods is an estimate only.

The Company shall not be under any liability for any failure to perform any of its obligations under the Contract due to an act of God, war, pandemics, riots, strikes and trade disputes (including by and with the Company's own employees), lock outs, fires, breakdowns, mechanical failures, disruption of energy supplies, interruption of transport, customs delays, Government action or any other cause whatsoever outside the Company's control which affects the Company's business whether or not of like nature to those specified above.

When the Goods are ready for delivery, the Company will give the Customer notice to collect the Goods. It is a condition of the Contract that the Customer will then collect the Goods, or if delivery is specified as being part of this agreement give the Company instructions for their delivery, within seven days commencing on the day of service of that notice.

Delivery to a carrier for the purpose of transmission to the Customer shall be deemed for all purposes of the contract to constitute delivery to the Customer.

The Company shall be entitled to make partial deliveries of Goods or deliveries of Goods by instalments, provided that deliveries of further instalments may be withheld until the Goods comprised in earlier instalments have been paid for in full.

The Goods are at the Customer's risk from delivery.

Unless otherwise agreed by the Company in writing, packing cases, packaging materials and the like are not included in the Contract price. The manner of packing shall be at the Company's discretion. No liability shall be accepted for failure to pack to any particular standard or against any particular risk.

PAYMENT OF THE PRICE

Payment shall be made not later than 30 days following the date of invoice or in accordance with any letter of credit. Payment shall be made in full without any deduction, set off or abatement on any grounds.

Where only part of the Contract Goods is delivered, payment shall be made of the Contract price attributable to that part.

In the event of any delay in dispatch or delivery of Goods which is attributable to the customer's actions or failure to act, the Customer must make payment to the Company in accordance with the above as if the Goods had been delivered at the time at which but for such delay such delivery would have taken place. Any extra costs incurred as a result of such delay will be added to the Contract price and will be payable by the Customer.

Time for payment of the price and any instalment of the price shall be of the essence and, if the Customer shall fail to pay for the Goods when due the Company shall be entitled to interest on the outstanding amount at a rate per annum of 8 per cent above the base rate of the Bank of England until the price is paid in full and in addition, but without prejudice to such right and all other rights and remedies, if the Customer shall fail to pay for the Goods when due the Company may treat the Contract as repudiated by the Customer or may suspend the performance of the Contract until all overdue sums have been paid.

DEPOSIT AMOUNTS

The Company receives the right to set deposit amounts at its discretion. All deposits are non-refundable and deposit amounts will be displayed on the Customers specific invoice or invoices.

TRANSFER OF TITLE TO THE GOODS

The Company shall retain title to the ownership of the Goods until it has received payment in full of all sums due for all Goods supplied by it to the Customer. If payments received from the Customer are not stated to refer to a particular invoice the Company may appropriate such payments to any outstanding invoice. Until payment of the purchase price for all Goods supplied to the Customer the Goods shall be stored separately from any goods belonging to the Customer or any third party and shall be clearly marked and identifiable as being the Company's property. The Company shall be entitled to enter the Customer's premises upon reasonable notice to verify the Customer's compliance with this clause.

If the customer (a) fails to make any payment to the Company when due, or (b) proposes to compound with its creditors, applies for an interim order under section 252 Insolvency Act 1986 or has a bankruptcy petition presented against if or (c) being a company, enters into voluntary or compulsory liquidation, has a receiver, an administrator or administrative receiver appointed over all or any of its assets or takes or suffers similar action, or if the Company has reasonable cause to believe that any of these events is likely to occur then the Company shall have the right, without prejudice to any other remedies:

- To enter, without prior notice, any premises of the Customer where Goods owned by the Company may be and to repossess and dispose of any Goods owned by it so as to discharge any sums owed to it by the Customer under this or any other Contract.

- To require the Customer not to resell or part with possession of any Goods owned by the Company until the Customer has paid in full all sums due to the Company under this or any other Contract.
- To withhold delivery of any undelivered Goods and stop any Goods in transit.

FAILURE TO SUPPLY OR SUPPLY OF WRONG OR DEFECTIVE GOODS

Notwithstanding any other provision of this Agreement, in the event of any liability incurred by AIC Group Limited or any of its suppliers, the entire liability of AIC Group Limited and its suppliers for damages from any cause whatsoever will not exceed the Customer price of the Product.

The Customer is relying on its own skill and judgement in relation to the Goods irrespective of any knowledge which the Company or its servants or agents may possess or any representation the Company or its servants or agents may have made, as to the purpose for which the Goods are supplied or their suitability. The Company shall not be liable to the Customer for the failure of the Goods to perform to any criteria except as expressly stated in the Contract. The Company shall have no liability for any claim made by any sub Customer of the Goods from the Customer.

Subject to the Customer having paid for the Goods and to it having given notice in writing to the Company within 5 days of the finding of any defect or failure, the Company will repair, or at its option, supply a replacement part for defects which, under proper use (under the exact conditions disclosed to the Company at the time of placing the Order and for the purpose upon which the Company based its quotation) appear in Goods of the Company's manufacture within six months from the date of delivery.

Any such defect or fault must have arisen solely from faulty design (other than a design made, specified or furnished by the Customer) materials or workmanship and shall not apply if defect or failure has been due to or brought about by fair wear and tear, carelessness, misuse, accident, corrosion, erosion or any other cause outside the Company's control.

Any part, the subject of a claim for defect or failure, must be returned, carriage paid by the Customer to the Company's premises. At its option the Company may waive the requirement to return the defective or faulty part, such waiver shall be given in writing and only on the understanding that the Customer shall grant whatever assistance and facilities are reasonably required by the Company, to test the defective or faulty part on the Customer's premises. If, upon examination by the Company, any defect or failure is found not to be the fault of the Company, then all costs incurred shall be met by the Customer.

The Company will not be responsible for any dismantling or re-assembly on the Customer's premises, or for any charges in connection therewith.

In the event of the Company supplying Goods not of its manufacture, such Goods will only carry such warranty as is provided by the actual manufacturer and there shall be no additional liability on the Company.

Any rectification carried out without the prior written consent of the Company shall invalidate this warranty.

The Company shall not be liable for any claim for consequential loss or damage no matter how arising (including, without limitation, loss of profits, business, contracts, revenues, anticipated savings, interest sums, loss of marketing costs or loss of commissioning raw materials)

Nothing in these Conditions shall exclude or limit the Company's liability to a natural person for death or personal injury caused to that person by the Company's negligence.

The Company shall have no liability pursuant to this clause or otherwise to repair replace or otherwise in respect of the goods if the Customer shall have either itself or through any person not expressly authorised by the Company interfered with adapted or otherwise tampered with the Goods. If the Customer shall have done so or caused another person to do so then the Company's warranty liability shall be extinguished.

REPRESENTATIONS AND EXCLUSIONS

The Company shall incur no liability to the Customer for innocent or negligent misrepresentation by virtue of any statement made by or on behalf of the Company prior to the Contract, whether orally or in any letter, document or sales literature and the Customer shall not be entitled to rescind the Contract on the grounds of any such misrepresentation.

The Company shall be under no liability to the Customer arising directly or indirectly from any act or omission of any third party in relation to the Goods or Services save where the third party is directly employed by the Company as a sub contractor and under the Company's control.

The Company shall be under no liability to the Customer arising directly or indirectly from any act, omission or delay in manufacturing or sourcing of third party manufactured or sourced goods.

The Company shall have no liability to the Customer for any loss arising directly or indirectly from the installation of Goods where the Company has only an advisory role and is not directly responsible for carrying out installation of the Goods using its own personnel or directly employed sub contractors.

Any delay or failure of AIC Group Limited to perform its obligations will be excused if and to the extent that it is caused by an event or occurrence beyond the reasonable control of AIC Group Limited and without its fault or negligence such as: acts of God; restrictions, prohibitions, priorities or allocations imposed or actions taken by a governmental authority; embargoes; fires; explosions; natural disasters; pandemics; disease outbreaks; riots; wars; sabotage; inability to obtain power; or court injunction or order. AIC Group Limited will give Customer notice within a reasonable time after AIC Group Limited becomes aware of any such delay

WARRANTY

Subject to the notice requirements in as set out below, the following warranties are made by AIC Group Limited: (a) AIC Group Limited warrants that it has good title to the Product; (b) on the date of shipment, the Product is as described herein, except as to items not manufactured by AIC Group Ltd; and (c) on the date of shipment, the Product is free of defects in workmanship, except as to items not manufactured by AIC Group Ltd.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY.

No Production Warranty.

AIC Group Limited cannot, does not, and will not warrant any rate of production or specific date of delivery of the equipment quoted. This disclaimer of warranty is an integral part of these terms and conditions of sale and will be incorporated in all sale or rental agreements, and will survive the sale or rental of any equipment, together with the disclaimer of implied warranties of merchantability and fitness for a particular purpose, set forth herein-above.

EXCLUSIVE REMEDIES

THE REMEDIES SET FORTH IN THIS PARAGRAPH CONTAIN CUSTOMERS EXCLUSIVE REMEDIES AGAINST AIC GROUP LIMITED AND ITS SUPPLIERS RELATING TO THE PRODUCT, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING OUT OF WARRANTIES, REPRESENTATIONS, INSTRUCTIONS, INSTALLATIONS OR DEFECTS FROM ANY CAUSE.

Except for any wear parts that are sold individually or incorporated into an item or Product, if within one (1) year from date of shipment by AIC Group Limited, or within 1200 hours of operation of an item or Product (whichever comes first), Customer discovers that the Product was not as warranted and notifies AIC Group Limited in writing within thirty (30) days thereafter specifying the defect, AIC Group Limited shall, at AIC Group Limited's option, adjust, repair or replace the Product or any affected part of the Product. AIC Group Limited shall bear reasonable expense of any parts and AIC Group Limited's labor in connection with the foregoing remedies. Customer shall be responsible for all other expense including expenses for removal, reinstallation and freight in connection with the foregoing remedies. Replacement parts may be, at AIC Group Limited's option, new or repaired parts and AIC Group Limited shall have the right to keep any parts replaced by it. The adjustment, repair or replacement shall be subject to the same warranties set forth above for a period of thirty (30) days or the remaining warranty period on the original item, whichever is longer. Aforementioned wear parts include but are not solely limited to temperature probes, bushings, bearings, burner fuel nozzles, burner photocells, burner electrodes and burner blast tubes.

The Product is not designed to handle any other waste stream other than specified in the proforma invoice or sales quotation and such waste shall immediately VOID the warranty. The Buyer must ensure that all instructions (whether in writing or verbal) are followed at all times with regards to the processing of waste and the amounts processed with the defined limits set out in the instructions. Any changes to the standard specifications of the Product must be agreed in advance between the Seller and Buyer and dated and confirmed in writing and signed off by an authorised signatory of the Buyer and Seller.

The Seller does not warrant any burn rates, fuel usage, running temperatures and emissions data advertised or previously communicated to the Buyer. Burn rates and fuel consumption rates are indicative only and subject to change depending on waste mix, calorific value, moisture content, atmospheric conditions and operator knowledge.

INDEMNITY

The Customer shall keep the Company and all its employees and agents indemnified from and against all costs, claims, demands, expenses, fines, penalties and all liability whatsoever which may be made against the Company, its employees or agents or which the Company, its employees or agents may sustain, pay or incur:

As a result whether directly or indirectly of the Customer's breach of contract, negligence, breach of statutory duty or other act or omission in particular in any case where the Customer uses the Goods or applies the Services other than in accordance with the Company's express recommendations.

In respect of any claim brought against the Company by any third party arising out of or in connection with the production, sale or use of the Goods, or performance of the Contract.

As a result whether directly or indirectly of any work carried out by any third party on the Goods or in the course of the installation of the Goods except where such third party is acting as an immediate sub contractor for the Company and is under the direct control of the Company.

INTELLECTUAL PROPERTY RIGHTS

All specifications, plans, drawings, patterns, blue prints, descriptions, designs, formulations, know-how, technical information and advice and all computer software (other than proprietary operating systems or other licensed software) and all intellectual property rights therein supplied by the Company to the Customer in connection with the Contract shall remain the property of the Company and all of the foregoing and any information derived therefrom or otherwise communicated to the Customer in connection with the Contract shall be treated by the Customer as confidential and shall not without the consent in writing of the Company be published or disclosed to any third party or made use of by the Customer except to the extent necessary to implement the Contract.

Any design or instruction furnished to the Company by the Customer shall not be such as will cause the Company to infringe any Patents, Registered Designs, Design Right Trade Marks, Copyright or other intellectual property rights in any part of the world. The Customer shall keep the Company fully indemnified against any liability to any person claiming that the Company is infringing its intellectual property rights by reason of the matters referred to in this sub clause including the costs of defending or investigating such a claim.

No license or right is granted by the Contract under any intellectual property rights other than to use or resell the Goods.

EXPORT SALES

The Customer will procure and supply to the Company at its own expense any import or other licences or authorities necessary for the import of the Goods into the country to which the Goods are to be despatched from the United Kingdom.

The Company will procure at its expense any export licence required for the export of the Goods from the United Kingdom, provided that where the order for the Goods is placed from any address within the United Kingdom, the Customer will be responsible at its expense for the procurement of any such export licence.

Unless expressly agreed otherwise in writing, the Company's terms of despatch for export are FCA European Ports. Any other terms of despatch for export where expressly agreed in writing by the Company, will at all times be in strict agreement with the latest.

Presentation by the Company of the appropriate documents as specified in the Contract shall be proof of despatch.

Unless expressly agreed otherwise in writing the Company's terms of payment will be by an irrevocable letter of credit, drawn in the Company's favour, payable in Sterling, in the UK and confirmed by a bank registered in the UK. Payment must be in full and upon presentation by the Company to the nominated bank of invoices and shipping documents, or if the Company for any reason due to the Customer's instructions or lack of instructions is unable to ship the Goods when ready, upon presentation of invoices and notification to the Customer or its nominated bank that the Goods are ready for despatch.

The Customer will be responsible for all bank and other charges in connection with the Contract, except where such charges are due to and arise from extensions requested by the Company.

The Company shall not be liable for any loss, damage or deterioration from any cause whatsoever beyond the point of despatch as contracted.

BREACH AND CUSTOMER'S INSOLVENCY

If the Customer shall default in or commit any breach of any of its obligations to the Company or if any distress or execution shall be levied upon the Customer, or if the Customer shall enter into any negotiations for arrangement or composition with its creditors or any form of insolvency procedure, or if the Customer shall be deemed to be unable to pay its debts as they fall due, the Company shall be entitled to determine forthwith any Contract then subsisting (whether or not these Conditions apply to such contract) without prejudice to any other claim or right the Company might make or exercise. In such circumstances the Company shall have the right to suspend or cancel further orders for Goods and payments for all Goods already supplied or ordered shall become due immediately.

DISPUTE RESOLUTION

If there is a dispute which the Company and the Customer cannot settle personally the parties will first seek to resolve it by referring it to a mediator agreed by them or if they have not agreed within 14 days of request by one to the other to be selected by the President of the Law Society of Northern Ireland. The mediator's costs shall be payable in equal shares.

Nothing in this clause shall prevent either party seeking relief from a court if such action is necessary to prevent irreparable damage or damage which will happen even if mediation takes place.

If the dispute is not resolved by mediation within 30 days after the appointment of the mediator then either party may commence proceedings in the court to resolve the dispute.

MISCELLANEOUS

Any notice to be given by one party to the other shall be deemed to be given upon its being posted, sent by confirmed fax message or email to the other party's registered office or, in the case of an individual or firm, to the last known address.

The Customer shall not assign or transfer or purport to assign or transfer any Contract or the benefit thereof to any other person whatsoever without the prior written consent of the Company.

All contracts to which these Conditions apply shall be governed by, and construed in accordance with Northern Irish law. The parties hereto agree to submit to jurisdiction of the Northern Irish courts.

The termination of a Contract, howsoever occasioned shall be without prejudice to any obligations or rights on the part of either party which have accrued prior to such termination and shall not affect or prejudice any provision of the Conditions which is expressly or by implication provided to come into effect on, or continue in effect after, such termination.

No waiver by the Company of any breach of these Conditions by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

The Conditions constitute the entire agreement between the parties with respect to all matters referred to herein and supersede all earlier warranties, separate contracts, linked contracts, representations or statements made by the parties (whether oral or in writing). All other understandings, agreements, warranties, conditions, terms or representations whether express or implied (whether by statute, common law or otherwise) are excluded to the fullest extent permitted by law.

The Customer shall be responsible for complying with all relevant laws, bye-laws, regulations, orders, directions, codes of practice or requirements of any statutory, public, local or other competent authority or court of competent jurisdiction applicable and incidental to the installation, transport, use and operation of the Goods. The Customer will keep the Company indemnified against any liability under any applicable health and safety legislation caused directly or indirectly by any instruction or specification given by the Customer.

If any term or provision in this agreement shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law that term or provision or part shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected. Completion shall not in any way prejudice or affect the operation of any of the provisions of this agreement which contemplate or are capable of operation after completion and accordingly all such provisions shall continue in full force and effect after completion.

The Company shall not be liable for any act of force majeure beyond the reasonable control or contemplation of the parties.

INTERPRETATION

In these Conditions:

The 'Company' means AIC Group Limited

'Conditions' means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed between the Company and the Customer

'Contract' means any contract for Goods to be supplied to the Customer.

'Customer' means the person who has requested the Goods

'Goods' means goods or services or any part thereof to be supplied by the Company to the Customer.

The headings shall not affect the construction of these Conditions, the singular shall include the plural and vice-versa; and references to persons shall include bodies corporate, partnerships and unincorporated associations.