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TERMS AND CONDITIONS

1. Definitions

- 1.1 In this document the following words shall have the following meanings;
- 1.1.1 'Customer' and / or 'Buyer' means the organisation who purchase the goods and / or services from the supplier.
- 1.1.2 'Supplier' and / or 'Seller' means Dutch Engineering Services (DES) Ltd a company registered in England and Wales under number 3070289 whose registered office is at Dutch House Pentney Lane, Pentney Kings Lynn Norfolk PE32 1JE.

2. Conditions

- 2.1 These Conditions shall form the basis of the contract between DES Ltd and the Buyer in relation to the sale of Goods, to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document.
- 2.2 All orders for Goods must be in writing and include a purchase order number. They shall be deemed to be an offer by the Buyer to purchase Goods from DES Ltd following these Conditions.
- 2.3 Receipt of a purchase order by DES Ltd shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4 These Conditions may not be varied except by the written agreement of the Seller.
- 2.5 These Conditions represent the whole of the agreement between the Seller and the Buyer. They supersede any other conditions previously issued.
- 2.6 The Contract, and any non-contractual obligations arising out of or in relation to the Contract, will be governed by and construed in accordance with the laws of England and Wales.
- Any dispute, controversies or Claims arising out of or in connection with the Contract ("Dispute"), whether arising in contract, tort, equity, for breach of statutory duty or otherwise, will be finally resolved in accordance with the Rules of the International Court of Arbitration of the International Chamber of Commerce ("ICC"). The seat and place of any such arbitration will be London, UK and the language of the arbitration will be English.

3. Quotations

- 3.1 DES Ltd quotations are based on the information provided by the Buyer. Any changes may require a revised quote.
- 3.2 All quotations will be supplied in GBP unless otherwise agreed upon by both parties and should be paid into our GBP sterling account, for other currencies bank account information will be provided on invoice. Failure to make payments into the correct bank account may result in further additional charges.
- 3.3 All pricing provided in quotations will be accurate at the time of quotation and are valid for 30 days unless otherwise stated on the quotation.
- 3.4 The quotation reference number is to be stated on the Buyer's purchase order.

4. Drawings

- 4.1 Where drawings are required this request needs to be submitted at the time of the request for a quotation.
- 4.2 When the order has been received submittal drawings will be sent to the Buyer for review (if required). Any tag numbers will be shown on the drawing.
- 4.3 Each drawing is to be signed and dated when approved by the Buyer. If changes or clarification is required, the drawing is to be returned unsigned and correspondence must reference the drawing number.
- 4.4 Lead times quoted are from the date of signed submittals. Any alterations to drawings will place the order on hold until revisions are resubmitted.
- 4.5 Production / orders with the Seller's suppliers will not start / be placed until all drawings have been approved.

5. Price

- 5.1 The Price shall be the price quoted on the Seller's confirmation of order. The Price is exclusive of VAT which, for UK and NI customers, shall be due at the rate in force on the date of Seller's invoice.
- 5.2 DES Ltd shall invoice the Buyer upon dispatch of the goods or notification of goods being available for collection, where the Buyer is using their own forwarder (which ever happens earlier).

6. Payment and Interest

- 6.1 All first-time customers and customers without approved credit terms with DES Ltd are subject to 100% pro-forma (payment at time of order placement for all orders under the value of £45000.00, orders will be processed on receipt of payment.
- 6.2 DES Ltd reserves the right to invoice 100% pro-forma (payment at time of order) if the customer has a history of late payments.
- 6.3 For orders over £45000.00, where the customer does not have agreed terms or history of late payments the following progress payment terms will apply:
10% on order placement
40% upon receipt or raw materials
50% under irrevocable documentary letter of credit, payable in 30days in the currency agreed a time of order.
- 6.4 Payment of the Price and VAT, where VAT is applicable, shall be due within 30 days of the date of DES Ltd.'s invoice. If other terms are agreed, the agreed payment date will be included by the Seller on the invoice. Failure by the Buyer to receive or process the invoice promptly will not affect the payment date.
- 6.5 The Buyer shall pay all accounts in full and not exercise any rights of set-off or counterclaim against invoices submitted by DES Ltd.
- 6.6 Failure to pay within the agreed time period will result in interest being applied at:
i) For sales in the UK, the Bank of England base rate of interest plus 4%
ii) For sales in Republic of Ireland, Belgium and the Netherlands, the European Central bank base rate of interest plus 4%.
iii) If these rates exceed the maximum rate enforceable from time to time by the applicable governing law, then the maximum legal rate shall be applied.
- 6.7 All commission charges issued by the bank need to be split between the receiver and the beneficiary, in the event that this does not occur DES Ltd reserves the right to add these additional charges to the invoice.

- 6.8 If the Buyer fails to pay, or the Seller has reasonable grounds to believe that the Buyer will fail to pay, the Seller has the right to withhold all further deliveries until such payment is received. If no payment is received within 30 days of the original due date, the Buyer agrees that the Seller has the right to enter the customer's premises and remove goods for which payment was delayed. If these goods have been moved, the Buyer agrees to return them immediately to the Seller at the Buyer's expense.
- 6.9 The supplier reserves the right to repossess any goods should the customer become insolvent.
- 7. Goods**
- 7.1 The quantity and description of the Goods shall be as set out in the Seller's confirmation of order.
- 7.2 No alteration or variation to the Contract shall apply unless agreed in writing by both parties. However, the Seller reserves the right to effect minor modifications and/or improvements to the Goods before delivery provided that the performance of the Goods is not adversely affected and that neither the Contract Price nor the delivery date is affected.
- 7.3 Where the Buyer requests a specification, design, or build of goods to be supplied, the suitability and accuracy of such a design is entirely the Buyer's responsibility. The Buyer agrees to indemnify and hold the Seller harmless where any loss arises as a result of incorrect specification being provided by the customer.
- 7.4 The Buyer will also indemnify and hold the Seller harmless in any instance that the specification provided by the Buyer breaches the intellectual property rights of a third party.
- 8. Actuated Valve Assemblies**
- 8.1 DES Ltd endeavours to ensure that the valve is fully seated in the closed position. This is done with the valve dry and unpressurised, so we cannot guarantee that when the valve is placed under pressure it will seal fully.
- 8.2 Unauthorised separation of valve and actuator will invalidate warranty.
- 8.3 Some small installation / commissioning adjustment may be required when the actuated assembly has been installed into the pipeline and the pipeline pressurised.
- 8.4 Operation and Maintenance manuals and Setting Guide are provided for each batch of actuated valve assemblies via a document transmittal form and give full instructions on how to adjust if necessary.
- 9. Cancellation and Returns**
- 9.1 Purchase Orders once placed by the Buyer and accepted by Seller (order confirmation will be sent) can be cancelled only with the Seller's written consent (or email) and upon terms which will save the Seller from loss. The Buyer shall indemnify the Supplier in full against all loss (including loss of profit), costs (including costs of all labour and materials used) and expenses incurred by the supplier as a result of the termination.
- 9.2 No products may be returned for credit or adjustment without Seller's authorisation. The costs and risks of return are always borne by the Buyer and the goods must be returned in same condition that they left the Seller.
- 10. Warranties**
- 10.1 DES Ltd warrants that the Goods will at the time of delivery correspond to the description given by DES Ltd in the confirmation of order.
- 11. Delivery of the Goods**
- 11.1 Delivery of the Goods shall be made to the Buyer's address as printed on the purchase order. The Buyer shall make all arrangements necessary to take delivery of the Goods.
- 11.2 Ex works deliveries, DES Ltd is said to have fulfilled its delivery obligation when the goods were made available in its warehouse.
- 11.3 DES Ltd undertakes to use all reasonable endeavours to despatch the Goods on an agreed delivery date but does not guarantee to do so. Time of delivery shall not be of the essence of the contract.
- 11.4 DES Ltd shall not be liable to the Buyer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the Goods (Unless agreed in writing by both the buyer and the seller). If short delivery does take place, the Buyer undertakes not to reject the Goods but to accept the Goods delivered as part performance of the contract.
- 11.4 If the Buyer fails to take delivery of the Goods on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for despatch, DES Ltd shall be entitled to store and insure the Goods and to charge the Buyer the reasonable costs of so doing.
- 12. Acceptance of the Goods**
- 12.1 The Buyer shall be deemed to have accepted the Goods 2 working days after delivery.
- 12.2 The Buyer shall carry out a thorough inspection of the Goods within 2 working days of delivery and shall give written notification to DES Ltd within 5 working days of delivery of the Goods of any defects which a reasonable examination would have revealed.
- 12.3 Where the Buyer has accepted, or has been deemed to have accepted, the Goods the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.
- 13. Title and risk**
- 13.1 Risk shall pass on delivery of the Goods to the Buyer's address or on notification of goods being available for collection, where the Buyer is using their own forwarder (which ever happens earlier).
- 13.2 Notwithstanding the earlier passing of risk, title in the Goods shall remain with DES Ltd and shall not pass to the Buyer until the amount due under the invoice for them (including interest and costs) has been paid in full.
- 13.3 Until title passes the Buyer shall hold the Goods as Bailee for DES Ltd and shall store or mark them so that they can always be identified as the property of DES Ltd.
- 13.4 DES Ltd may at any time before title passes and without any liability to the Buyer:
- 13.4.i) repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Buyer's right to use, sell or otherwise deal in them; and
- 13.4.ii) for that purpose (or determining what if any Goods are held by the Buyer and inspecting them) enter any premises or occupied by the Buyer.
- 13.5 DES Ltd may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Buyer.
- 14. Defects**
- 14.1 DES Ltd will make good, by repair or at Seller's option by the supply of a replacement part or parts, any defects which, under proper use, care and maintenance and which are reported to DES Ltd within 12 calendar months from putting such Goods into operation or 18 calendar months after their delivery, whichever period expires the sooner, and which arise solely from faulty materials or workmanship: provided always that defective items are returned to Seller at Buyer's cost carriage and insurance prepaid within this time.
- 14.2 All **standard RSVP products** manufactured by Mogas Industries, Inc. are warranted against defects of material and/or workmanship **for a period of four years from the date shipped** when these products are properly installed in accordance with the operations and maintenance manual and used within the service and pressure range for which they were manufactured. Under no circumstances will the company assume responsibility for equipment defects not of our manufacture. This warranty is limited to replacement, without charge, of parts found by Mogas to be defective in material or workmanship and does not extend to claims for labour, expense, or other loss or damage occasioned by such defect of material or workmanship. No unauthorised back charges will be accepted. This warranty does not cover deterioration by corrosion, erosion, or any cause of failure other than defect of material or workmanship. Purchaser is expected to determine the suitability of Mogas products for their particular purpose. This warranty is in place and in lieu of all warranties of merchantability and fitness. No other warranty,

expressed or implied, will be allowed without the written agreement of Mogas Industries, Inc. Any adjustments to this warranty must first be approved in writing by Mogas Industries, Inc.

15. Force Majeure

15.1 Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside of its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events. The supplier also has the right to terminate the agreement in the event of Force Majeure.