

## STANDARD SALES TERMS AND CONDITIONS FOR MISSION 1 CONSULTANCY C/O ZKYROCKET

**1. PRICES:** are ex works excluding VAT. Orders are accepted at current prices but under exceptional circumstances may be subject to revision before delivery. Under such circumstances the customer will be given the option to accept the new price or cancel within 7 days after having received notice of the new price.

**2. SETTLEMENT:** shall be before dispatch or by arrangement on invoice. Terms are subject to status. All payments will be made to the supplier c/o ZkyRocket Ltd.

**3. DELIVERY:** the delivery time quoted is from receipt of order or approval of our drawings where applicable and may be subject to delay beyond our control. Time shall not be of the essence and the purchaser shall not be entitled to claim compensation or damages as a result of delay in delivery.

**4. CANCELLATION:** may be made with written consent only on terms that indemnify the Waste to energy supplier c/o ZkyRocket against losses. Cancelled orders incur a 50% handling charge plus any associated aborted and logistics charges.

**5. OWNERSHIP:** of goods shall not pass to the buyer until all sums owing in respect of any have been paid.

**6. RISK:** shall pass to the buyer on delivery to the address stated on the order.

**7. LOSS OR DAMAGE:** of goods must be notified to your waste to energy supplier c/o ZkyRocket in writing within 24 Hours of delivery of the goods.

**8. DESIGN AND SPECIFICATION:** may be subject to alteration without notice. It is assumed that goods specified by the customer are sufficient and suitable for the purpose for which the goods were ordered.

**9. INSPECTION AND TESTS:** If special tests or inspection in the presence of the customer are required then these will unless otherwise agreed be at our works and charged as extra accordingly.

**10. GUARANTEE:** The Waste to energy supplier c/o ZkyRocket Ltd will repair all defective goods free of charge on receipt of proof that the goods have been used within their rating, not misused, physically damaged or modified and providing that:

10.1 The goods are returned under the Waste to energy supplier's Returns Procedure, carriage paid home.

10.2 For an on-site repair the Customer provides reasonable access during normal working hours (Monday to Friday 09.00 – 17.00) where an on-site repair is agreed beforehand with the waste to energy supplier.

10.3 For an on-site repair outside normal working hours, the Customer agrees beforehand to reimburse the Waste to energy supplier for travel expenses, time and engineers out of pocket expenses and any additional labour on site.

10.4 The period of the guarantee is 12 months from the date of purchase or longer if stated in the literature describing the particular range of products.

10.5 It is understood that no liability will be accepted for consequential loss or damage or any other expenses.

**11. EXPORT:** orders must be accompanied by reference to a UK bank or suitable organisation prepared to accept payment responsibility upon presentation of our invoice and shipping document.

**12. LAWS:** Laws of England and Wales shall apply to all contracts.

**13. SURCHARGE:** The Waste to energy supplier c/o ZkyRocket Ltd does not accept credit cards.

**14. OVERDUE PAYMENT:** overdue accounts will be charged interest at 2.5% per month or part thereof.

**15. AFTER SALES SERVICE:** will not be implemented unless the goods and any services are paid up in full when due.

**16. RETURNS:** all returns must be agreed with the Waste to energy supplier under its returns procedure. The Waste to energy supplier reserves the right to reject goods arriving at its factory or premises that are not so recorded or clearly marked with the correct returns number. Returns will be subject to a handling fee.

**17. ON-SITE SERVICE PROVISION:** all services considered necessary for the safe delivery, installation and operation of any of the Waste to energy supplier products shall be the responsibility of the Customer unless the Waste to energy supplier has so been instructed in writing beforehand to provide such services to an agreed specification.

**18. SYSTEM COMMISSIONING:** Any on-site installation and assembly must be completed before commissioning. Under no circumstances should equipment be connected to the waste to energy supplier system until the waste to energy supplier system has been commissioned. Commissioning must be performed by an electrically competent person.

Commissioning by personnel other than those considered reasonably competent will invalidate any warranty. Claims for damages caused otherwise shall not be accepted.

**19. UK WARRANTY:** All Waste to energy supplier products are manufactured under carefully controlled conditions to high quality standards. Under the conditions of service specified they may be expected to give a long and trouble-free operating life. In case of failure under

normal service and within one year of the date of purchase the Waste to energy supplier or its Appointed Agents should be consulted. Their liability will however be limited to the repair or replacement of defective units at their absolute discretion. Any advice given other than as a result of an onsite evaluation by the Waste to energy supplier visiting engineers and for which a fee will be charged is given in good faith but without responsibility. Moreover, neither the Waste to energy supplier c/o ZkyRocket Ltd nor its appointed Agents can accept any responsibility for failure or poor performance of any of its products resulting from operation outside of rated limits or from any other misuse or abuse whatsoever. In any event the Waste to energy supplier c/o ZkyRocket Ltd does not accept any liability whatever for consequential loss or damage resulting from the use in any way of its products. All goods subject to claims under this Warranty must be returned to our factory by prior arrangement only with the carriage home paid by the sender.

The terms of this Warranty do not apply where the buyer is in an overseas area where the quality of the main supply makes it uneconomical to provide this warranty or where spares are issued in lieu of warranty.

**20. SPECIFICATION:** Every effort has been made to ensure the accuracy of data published by the Waste to energy supplier c/o ZkyRocket Ltd. However, the Waste to energy supplier c/o ZkyRocket Ltd does not accept liability for loss, damage or injury resulting from any error or omission in its published specifications. As part of the Waste to energy supplier policy of continuous product improvement the Waste to energy supplier reserves the right to change designs and specifications without notice. The Waste to energy supplier c/o ZkyRocket Ltd therefore recommends that customers verify all published data together with future availability before incorporating products into their own designs or schemes.