Basement Pumps Limited – Terms and Conditions of Sale

1. Definitions and Interpretation

1.1 Company / Seller means Basement Pumps Limited.

1.2 Customer / Buyer means any person, firm or company purchasing Goods and/or Services from the Company.

1.3 Goods means any products, equipment, parts or materials supplied by the Company.

1.4 Services means any services provided by the Company including, but not limited to, site visits, commissioning, maintenance, remedial works and upgrades.

1.5 Contract means any agreement for the supply of Goods and/or Services formed in accordance with these Terms and Conditions.

1.6 Writing / Written means written communication excluding email unless expressly stated otherwise.

1.7 Headings are for convenience only and shall not affect interpretation.

2. Basis of Contract

2.1 All quotations, orders and Contracts are subject to these Terms and Conditions, which shall prevail over any terms proposed by the Customer unless expressly agreed in Writing by the Company.

2.2 A Contract shall only be formed once the Company has accepted the Customer's order or the Customer has accepted the Company's quotation in Writing.

2.3 No variation to these Terms shall be binding unless agreed in Writing by authorised representatives of both parties.

2.4 Employees or agents of the Company are not authorised to make representations unless confirmed in Writing by the Company.

3. Quotations and Specifications

3.1 Quotations are valid for 30 days unless otherwise stated and may be withdrawn at any time prior to acceptance.

3.2 Quotations are based on information supplied by the Customer. The Customer is solely responsible for ensuring all technical requirements, site conditions and specifications are accurate and suitable.

3.3 The Company does not undertake design responsibility unless expressly agreed in Writing.

3.4 Installation manuals and technical guidance are general in nature. It is the Customer's responsibility to ensure suitability for site-specific conditions and to install Goods correctly.

3.5 The Company reserves the right to make reasonable changes to specifications to comply with statutory requirements or where such changes do not materially affect performance.

4. Orders, Cancellations and Purchased Parts

4.1 No cancellation or variation of any order, booking or scheduled works shall be permitted without the Company's prior Written consent, which may be withheld at the Company's absolute discretion.

4.2 Where any cancellation or variation is agreed, the Customer shall fully indemnify the Company against all losses, costs and expenses incurred or arising as a result, including (without limitation) labour, materials, administration, storage, transport, third-party charges and loss of profit.

4.3 Where Goods or parts have been purchased, ordered, reserved or manufactured by the Company at the Customer's instruction or for a specific project, such Goods or parts shall be subject to a restocking or cancellation charge if the associated works are cancelled or postponed. This charge may be up to 100% of the price of the Goods or parts, at the Company's discretion, reflecting whether the items are returnable, reusable or resaleable.

4.4 Where such Goods or parts have been paid for in full, the Customer shall have no right to a refund but may collect the Goods or arrange collection and delivery at their own cost, risk and expense, subject to payment of all outstanding sums.

4.5 Special-order, bespoke, modified or non-returnable items are strictly non-cancellable and non-refundable once ordered.

4.6 Cancellation of Works

(a) Cancellations notified more than 48 hours prior to the scheduled commencement of works may be accepted without a works cancellation charge, but remain subject to Clauses 4.2 to 4.5.

(b) Cancellations notified within 48 hours of the scheduled commencement of works shall incur a charge equal to all costs incurred by the Company up to the point of cancellation, including preparation, scheduling and resource allocation.

(c) Cancellations notified within 24 hours of the scheduled commencement of works shall be charged at 50% of the total quoted value of the works, or such greater sum as represents the Company's actual losses.

(d) Where works are aborted, postponed or prevented after the Company's personnel have arrived on site, for any reason not attributable to the Company, the Company shall be entitled to charge 100% of the quoted value of the works, together with all additional costs incurred.

(e) Cancellation charges under this clause apply without prejudice to the Company's right to recover costs relating to Goods, parts, restocking charges, delivery, storage, hire equipment, parking, travel, accommodation or third-party charges.

5. Price and VAT

5.1 Prices shall be as quoted or, where no quotation applies, at the Company's current price list at the date of acceptance.

5.2 All prices are exclusive of VAT, delivery, transport, offloading, commissioning and any additional charges unless otherwise stated.

5.3 The Company reserves the right to increase prices to reflect increases in costs beyond its control or delays requested by the Customer.

6. Payment Terms and Credit Accounts

6.1 Unless otherwise agreed in Writing, payment is due in advance or on a pro-forma basis.

6.2 Where credit facilities have been approved, payment is due within 30 days from the invoice date.

6.3 Any invoice discrepancies must be notified in Writing within 7 days of the invoice date.

6.4 Late payments may result in: Suspension of deliveries or Services Withdrawal of credit facilities Interest charged at 6% per annum above the prevailing bank base rate Recovery of reasonable legal and administrative costs

6.5 Payments must be made by electronic bank transfer. Cash and cheques are not accepted.

6.6 If payment is not made within the agreed terms (30 days from the invoice date unless otherwise specified in Writing), the Company reserves the right to refer the debt to a third-party collection agency or solicitor for recovery. All costs, fees, commissions, or expenses incurred in pursuing the outstanding debt shall be added to the Customer's account and shall become immediately payable by the Customer.

7. Delivery

7.1 Delivery dates are estimates only and time shall not be of the essence.

7.2 Risk passes to the Customer upon delivery or when Goods are made available for collection.

7.3 The Customer is responsible for providing suitable access, lifting equipment, labour and safe offloading arrangements.

7.4 The Company shall not be liable for delays or costs arising from site conditions, access restrictions, waiting time or aborted deliveries.

7.5 Additional delivery, storage or re-delivery costs caused by the Customer shall be chargeable.

8. Title and Risk

8.1 Risk in the Goods passes to the Customer in accordance with Clause 7.

8.2 Title to the Goods shall remain with the Company until full payment of all sums due has been received.

8.3 Until title passes, the Company may enter the Customer's premises to inspect or recover Goods.

9. Warranties

9.1 The Company warrants that Goods shall be free from material defects for 12 months from delivery or first use, whichever occurs first.

9.2 This warranty does not apply to defects arising from: Incorrect installation, commissioning or maintenance Normal wear and tear Misuse, modification or unauthorised repair Inaccurate information supplied by the

Customer

9.3 Third-party components are subject only to the manufacturer's warranty.

9.4 The Company shall have no liability under warranty unless all invoices have been paid in full.

9.5 The warranty shall remain valid provided that all servicing, maintenance, repairs and defect rectification works relating to the supplied equipment are carried out exclusively by Basement Pumps Ltd.

9.6 Any servicing, maintenance, repairs or defect rectification works undertaken by a third-party contractor without the prior written authorisation of Basement Pumps Ltd shall result in the warranty becoming null and void.

9.7 The warranty shall remain valid provided that all servicing and maintenance of the supplied equipment is carried out in accordance with the recommended service intervals, procedures and specifications set out by Basement Pumps Ltd or the equipment manufacturer.

10. Claims and Returns

10.1 Any defects or damage must be reported in Writing within 7 days of delivery or discovery.

10.2 No Goods may be returned without prior Written authorisation.

10.3 The Company's liability shall be limited to repair or replacement of defective Goods at its discretion.

11. Limitation of Liability

11.1 The Company shall not be liable for indirect, consequential or economic loss including loss of profit, business or contracts.

11.2 The Company's total liability shall not exceed the price paid for the Goods or Services giving rise to the claim.

11.3 Nothing in these Terms limits liability for death or personal injury caused by negligence or for fraud.

12. Commissioning and Maintenance

12.1 Commissioning services are chargeable unless otherwise stated.

12.2 The Customer must ensure Goods are correctly installed and ready for commissioning.

12.3 Aborted or cancelled commissioning visits may be chargeable.

12.4 Regular maintenance is the responsibility of the Customer or end user.

13. Insolvency

13.1 If the Customer becomes insolvent or ceases trading, the Company may suspend or terminate the Contract and demand immediate payment of all outstanding sums.

14. Penalty Charge Notices (PCNs)

14.1 Where works require parking in restricted areas, any PCNs incurred shall be the responsibility of the Customer.

15. Governing Law

15.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales.

15.2 The courts of England and Wales shall have exclusive jurisdiction.