



Terms & Conditions



TERMS AND CONDITIONS FOR THE PROVISION OF GOODS AND/OR RENTAL OF EQUIPMENT

Explanatory Note

These conditions are split into 3 parts. Part 1 will apply to all contracts for the sale and supply of goods. Part 2 will apply to all rental contracts. Part 3 will apply to all contracts of whatever nature.

PART 1 – SALE AND SUPPLY OF GOODS

1. INTERPRETATION OF PART 1

1.1 In Part 1 of these conditions

'BUYER' means the person who accepts a Quotation of the Seller for the sale of Goods or whose Order for Goods is accepted by the Seller.

'GOODS' means the goods (including any part of, or parts for, them or any installation and/or training required by the Seller's personnel, for the operation of them) which the Seller is to supply in accordance with these Conditions.

'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 in writing between the Buyer and the Seller.

'QUOTATION' means the terms proposed and issued in Writing by the Seller (including, without limitation, in regard to price) for the sale and purchase of Goods.

'ORDER' means the instruction or order given in writing by the Buyer to the Seller for the purchase and sale of Goods.

'CONTRACT' means the contract for the purchase and sale of the Goods.

'WRITING' includes email, facsimile transmission and comparable means of communication.

2. BASIS OF SALE

2.1 The Seller shall sell and the buyer shall purchase the Goods in accordance with any Quotation of the Seller's authorised representative which is accepted by the Buyer, or any Order which is accepted by the Seller's authorised representative subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such Quotation is accepted or purported to be accepted, or any such Order is made or purported to be made by the Buyer.

2.2 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.

2.3 The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller's authorised representative in Writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

2.4 Any advice or recommendation given by the Seller or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by the Seller's authorised representative is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

"Improving efficiency, safety & data optimisation"

Eztek Limited - Blackburn Industrial Estate – Aberdeen - United Kingdom - AB21 0RX

Tel: +44 (0)1224 791977 Fax: +44 (0)1224 791399

Email: sales@eztek.co.uk Web: www.eztek.co.uk

Registered in Scotland No. SC146531; registered office: Newhouse, Tyrebagger, Clinterty, Kinellar, Aberdeen, AB21 0TT



Terms & Conditions



2.5 Any typographical, clerical or other error or omission in any sales literature, Quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

3. ORDERS AND SPECIFICATION

3.1 No Order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in Writing to the Buyer by the Seller's authorised representative.

3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any Order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods requested within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

3.3 The quantity, quality and description of any specification for the Goods shall be those set out in the Quotation (if accepted by the Buyer) or the Order (if accepted by the Seller).

3.4 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of or compliance with the Buyer's specification.

3.5 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory requirements or, where the Goods are to be supplied to the Buyer's specification, which in the Seller's reasonable opinion will not materially affect their quality of performance.

3.6 No Quotation which has been accepted by the Buyer, or Order which has been accepted by the Seller, may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

4. PRICE OF THE GOODS

4.1 The price of the Goods shall be the Seller's price quoted in the Quotation or contained in the acceptance of the Order or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's price list current at the date of acceptance of the Quotation or Order (as the case may be). All prices quoted are valid for 60 days only, or such other period as may be stated on the Quotation, or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.

4.2 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the reasonable control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials, or other costs of manufacture), any change in delivery date, quantities or specifications for the Goods which is requested by the Buyer or failure of the Buyer to give the Seller adequate information or instruction.

4.3 Except as otherwise stated under the term of any Quotation or in any price list of the Seller, and unless otherwise agreed in Writing between the Buyer and the Seller, all prices are given by the Seller on an ex works basis, and where the Seller agrees to delivery of the Goods otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport, packaging, insurance and import/export duties and related charges.

4.4 The price is exclusive of any applicable Value Added Tax, which the Buyer shall be additionally liable to pay to the Seller.

"Improving efficiency, safety & data optimisation"

Eztek Limited - Blackburn Industrial Estate – Aberdeen - United Kingdom - AB21 0RX

Tel: +44 (0)1224 791977 Fax: +44 (0)1224 791399

Email: sales@eztek.co.uk Web: www.eztek.co.uk

Registered in Scotland No. SC146531; registered office: Newhouse, Tyrebagger, Clinterty, Kinellar, Aberdeen, AB21 0TT

5. TERMS OF PAYMENT

5.1 Subject to any special terms agreed in Writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the price of the Goods on or at any time after the delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.

5.2 The Buyer shall pay the price of the Goods within 30 days of the date of the Seller's invoice, or such other period as is agreed at the time of acceptance of the Order or Quotation (as the case may be), notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of the payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request. All Goods remain the property of the Seller until payment is made in full.

5.3 If the Buyer fails to make payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

5.3.1 Cancel the Contract and/or suspend any further deliveries to the Buyer; and

5.3.2 Appropriate and allocate any payment made by the Buyer to such of the Goods (or the Goods supplied under any other contract between the Buyer and the Seller) as the Seller may determine (notwithstanding any purported appropriation by the Buyer).

6. DELIVERY

6.1 Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place. If there is any delay in the Buyer requesting delivery of the Goods, and title to them has already passed to the Buyer, the Goods may not be covered by the Seller's relevant insurance policies, and accordingly the Buyer accepts that any loss or damage to Goods during such delivery process or period of delay is at the whole risk of the Buyer.

6.2 Any date quoted for delivery of the Goods is approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Seller in Writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

6.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

6.4 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then without prejudice to any right or remedy available to the Seller, the Seller may:

6.4.1 Store the Goods until actual delivery and charge the Buyer for the reasonable cost (including insurance) of storage; or

6.4.2 Sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

7. RISK AND PROPERTY

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer:

"Improving efficiency, safety & data optimisation"

Eztek Limited - Blackburn Industrial Estate – Aberdeen - United Kingdom - AB21 0RX

Tel: +44 (0)1224 791977 Fax: +44 (0)1224 791399

Email: sales@eztek.co.uk Web: www.eztek.co.uk



Terms & Conditions



7.1.1. In the case of Goods to be delivered at the Seller's premises at the time when the Seller notifies the Buyer that the Goods are available for collection; Declaring however that notwithstanding that risk has passed to the Buyer, whilst awaiting collection, the Goods shall, subject to being in the Seller's premises and under the Seller's control, continue to benefit from the Seller's "Goods in Trust" insurance whilst solely at the premises of the Seller.

7.1.2. In the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price for the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.

7.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and custodian, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property. Until the time that property in the Goods passes to the Buyer, the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall account to the Seller for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

7.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold) the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

7.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all the moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

8. WARRANTIES AND LIABILITIES

8.1 Subject to the conditions set out below, the Seller warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of twelve months (unless otherwise stated by the Seller) from delivery.

8.2 The above warranty is given by the Seller subject to the following conditions:

8.2.1 The Seller shall be under no liability in respect of any defect in the Goods arising from any error or omission in any drawing, design or specification supplied by the Buyer;

8.2.2 The Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Seller's approval;

8.2.3 The Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment; and

8.2.4 The above warranty does not extend to (i) any consumables, and/or (ii) parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as given by the manufacturer to the Seller.

8.3 Subject as expressly provided in these conditions, all warranties, conditions or terms implied by statute or common law are excluded to the fullest extent permitted by law.

"Improving efficiency, safety & data optimisation"

Eztek Limited - Blackburn Industrial Estate – Aberdeen - United Kingdom - AB21 0RX

Tel: +44 (0)1224 791977 Fax: +44 (0)1224 791399

Email: sales@eztek.co.uk Web: www.eztek.co.uk

Registered in Scotland No. SC146531; registered office: Newhouse, Tyrebagger, Clinterty, Kinellar, Aberdeen, AB21 0TT



Terms & Conditions

8.4 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after the discovery of the defect or failure ("reasonable time" for the purposes of these Conditions being no more than 21 days from the date of delivery). If delivery is not refused and the Buyer does not notify the Seller timeously, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for any such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the contract.

8.5 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specifications is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace the Goods (or part thereof in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer.

PART 2 – RENTAL CONTRACTS

1. INTERPRETATION OF PART 2

1.1 In Part 2 of these conditions

'CUSTOMER' means the person who accepts a quotation of the Company for the rental of the Equipment or whose order to rent the Equipment is accepted by the Company.

'EQUIPMENT' means the goods (including any parts/spare parts for them) which the Company is to supply in accordance with these conditions.

'RENTAL' means the contract for the provision of Equipment on rental by the Company to the Customer.

'WRITING' includes email, facsimile transmission and comparable means of communication.

2. RENTAL CHARGES

2.1. Unless stated otherwise in the Company's written quotation for the Rental of Equipment, rental charges will commence when the Equipment leaves the Company's premises and will terminate when (a) the Equipment is returned to the original rental point and accepted by Company in accordance with these Conditions, (b) Company is notified by Customer in Writing that the Equipment has been damaged beyond repair, or (c) with respect to Equipment that is not returned, Company is notified by Customer in Writing that such Equipment will not be returned. All rental charges are on a daily basis. Any external conditions which prevent satisfactory operation of Equipment do not relieve Customer of responsibility for any rental charges.

2.2. Invoices shall be due and payable within 30 days of the invoice date.

2.3. Discounts offered by Company, if any, apply only to Equipment owned by Company, and such discounts apply only to Rental charges for this Equipment. In no event shall discounts apply to any other charges, including transportation costs, repair costs, inspection charges, consumable or expendable charges or rental charges for Equipment not owned by Company. Discounts are available only by prior agreement between the Company and the Customer and only if Company receives payment of the invoice amount due and owing in accordance with these Terms.

3. RETURN OF EQUIPMENT

Customer agrees to return each piece of Equipment to Company in as good condition as it was upon delivery to Customer. Customer's acceptance of delivery of Equipment indicates that Customer has inspected and found the Equipment to be suitable for its needs and in good condition. The signature of Customer's authorised representative on any receipt or delivery note is conclusive evidence of this inspection and acceptance. Customer also has a duty to inspect the Equipment prior to use and notify Company immediately of any defects.

"Improving efficiency, safety & data optimisation"

Eztek Limited - Blackburn Industrial Estate – Aberdeen - United Kingdom - AB21 0RX

Tel: +44 (0)1224 791977 Fax: +44 (0)1224 791399

Email: sales@eztek.co.uk Web: www.eztek.co.uk

Registered in Scotland No. SC146531; registered office: Newhouse, Tyrebagger, Clinterty, Kinellar, Aberdeen, AB21 0TT



Terms & Conditions



4. RISK OF LOSS, DAMAGE, ETC

Customer assumes all risk of destruction or damage to Equipment out of the possession of Company, or until it is declared damaged beyond repair by Customer, and the same is accepted by Company. With respect to Equipment in the possession and control of Customer (whether leased or rented to Customer or stored at the work location) that is not returned or is damaged beyond repair, Customer will reimburse to Company the current list price (new) of such Equipment. No damages or charges of any kind, either for labour, expenses or otherwise suffered or incurred by Customer in repairing or replacing defective Equipment or occasioned by the defective Equipment will be allowed or permitted.

5. INSPECTIONS

Customer agrees to pay Company the entire cost of any inspections performed by Company or a third party inspection service upon return of the Equipment. Where the Equipment is returned in an unsatisfactory (in the Company's sole opinion) condition, Company reserves the right to appropriately treat such Equipment or to have it treated by a competent third party. Where applicable, the charges for all such treating and associated work shall be for the account of Customer and will be invoiced at cost. All Equipment not returned, for whatever reason, or damaged beyond repair will be paid for by Customer at the Company's current list price (new).

6. TRANSPORT CHARGES

All transportation charges will be paid by Customer and will be in addition to any rental or service charges hereunder. Charges will be at the current rate charged by Company or the rate charged by the carrier. All customs duties, government taxes, import/export permits and documentation fees levied or pertaining to Equipment are for the sole account of the Customer.

7. PROPERTY

The Equipment shall at all times remain the property of Company. Nothing contained in these Conditions shall confer any interest in the Equipment to the Customer. Customer shall not make any alteration to or modification of the Equipment, and shall not alter, deface, cover up or conceal any numbering, lettering, insignia or labels displayed on the Equipment.

8. THIRD PARTY COSTS

Any third party costs incurred by Company on behalf of Customer in accordance with the Rental of Equipment to Customer, unless otherwise agreed in writing, will be invoiced by Company to Customer at cost plus 10%.

9. NO WARRANTIES

Company makes no warranty or representation, express or implied, as to design, operation or quality of the material, functionality or workmanship of Equipment, and company makes no warranty of merchantability or fitness of the Equipment for any particular purpose or any other representation or warranty whatsoever, it being agreed that all such risks as between Company and Customer are to be borne by Customer whether or not such equipment is operated under Company's supervision, and all such Equipment is hereby accepted by Customer on an "as is, where is" basis.

10. ASSISTANCE

Any assistance in Equipment installation or technical, mechanical, electronic or engineering information concerning Equipment provided by Company will be advisory only, at Customer's sole cost and on an "as is, where is," basis. No warranty is given with respect to such services or information and Company will not be liable for any liabilities, losses, claims, fines, penalties, demands, causes of action, proceedings, damages and/or penalties arising from it furnishing, or Customer's use of, such assistance or information.

"Improving efficiency, safety & data optimisation"

Eztek Limited - Blackburn Industrial Estate – Aberdeen - United Kingdom - AB21 0RX

Tel: +44 (0)1224 791977 Fax: +44 (0)1224 791399

Email: sales@eztek.co.uk Web: www.eztek.co.uk

Registered in Scotland No. SC146531; registered office: Newhouse, Tyrebagger, Clinterty, Kinellar, Aberdeen, AB21 0TT



Terms & Conditions



PART 3 – TERMS APPLYING TO ALL CONTRACTS

1. INTERPRETATION OF PART 3

In Part 3 of these conditions

'COMPANY' or 'SELLER' means Eztek Limited, Company Number SC146531, having its main place of business at Eztek House, Blackburn Industrial Estate, Kinellar, Aberdeenshire, AB21 0RX.

'CUSTOMER' means the person defined as a “Buyer” in part 1 of these Conditions and/or the person defined as the “Customer” under part 2 of these Conditions.

2. GENERAL

All contracts for the purchase and sale of Goods, and/or rental of Equipment, shall be subject to these Conditions, which shall govern the relevant contract(s) to the exclusion of any other terms and conditions subject to which any order or quotation is made or purported to be made between the Company and the Customer.

3. PAYMENT/INTEREST ON LATE PAYMENT

3.1 The Customer shall pay each invoice submitted by the Company within 30 days of the date of the invoice and in full and in cleared funds to a bank account nominated in writing by the Company. Time for payment shall be of the essence of the Contract.

3.2 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Company to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Equipment at the same time as payment is due for the supply of the Goods and/or Equipment.

3.3 If the Customer fails to make any payment due to the Company under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 8% per cent per annum above the base rate of the Bank of England from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount and any applicable debt recovery costs and expenses.

3.4 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Company may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Company to the Customer.

4. LIMITATION OF LIABILITY – THE CUSTOMER’S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

The Company shall not be liable to the Customer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under any express term of the Contract, for any consequential loss or damage (whether for loss of revenue, profits or anticipated profits, loss of business opportunity, loss of production, damages for failure to meet deadlines, loss of use or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Customer and/or rental of Equipment, except as expressly provided in these Conditions.

“Improving efficiency, safety & data optimisation”

Eztek Limited - Blackburn Industrial Estate – Aberdeen - United Kingdom - AB21 0RX

Tel: +44 (0)1224 791977 Fax: +44 (0)1224 791399

Email: sales@eztek.co.uk Web: www.eztek.co.uk

Registered in Scotland No. SC146531; registered office: Newhouse, Tyrebagger, Clinterty, Kinellar, Aberdeen, AB21 0TT

5. FORCE MAJEURE

The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the supply of Goods and/or Equipment, if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company's reasonable control:

- Act of God, explosion, flood, tempest, fire or accident
- War or threat of war, terrorism, sabotage, insurrection, civil disturbance or requisition
- Acts, retributions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority
- Import or export regulations or embargoes
- Strikes, lock-outs, or other industrial action or trade disputes (whether involving employees of the Company or a third party)
- Difficulties in obtaining raw materials, labour, parts or machinery
- Power failure or breakdown in machinery

6. INSOLVENCY OF CUSTOMER

6.1 This clause applies if:

6.1.1. The Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation or administration (otherwise than for the purposes of amalgamation or reconstruction); or

6.1.2. An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or

6.1.3. The Customer ceases, or threatens to cease, to carry on business; or

6.1.4. The Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

6.2 If this clause applies then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract and/or suspend any further deliveries under the Contract without any liability to the Customer, and (i) if the Goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary, and (ii) the Equipment shall be returned to the Company forthwith.

7. INDEMNITIES

7.1 The Customer shall at all times be liable for and shall fully and effectually save, defend, indemnify and hold harmless the Company from and against any and all claims, losses, damages, costs (including legal costs), expenses and liabilities arising in respect of or from:

7.1.1 personal injury including death, sickness, illness or disease to any person employed or otherwise engaged by the Customer;

7.1.2 loss of and/or damage to the property of the Customer or its staff, assignees or sub-contractors; and

"Improving efficiency, safety & data optimisation"

Eztek Limited - Blackburn Industrial Estate – Aberdeen - United Kingdom - AB21 0RX

Tel: +44 (0)1224 791977 Fax: +44 (0)1224 791399

Email: sales@eztek.co.uk Web: www.eztek.co.uk



Terms & Conditions



7.1.3 personal injury including death, sickness, illness or disease, or loss of or damage to the property of any third party caused by the actions, faults, neglects, errors or omissions of the Customer or its staff.

7.2 The Company shall at all times be liable for and shall fully and effectually save, defend, indemnify and hold harmless the Customer from and against any and all claims, losses, damages, costs (including legal costs), expenses and liabilities arising in respect of or from:

7.2.1 personal injury including death, sickness, illness or disease to any person employed or otherwise engaged by the Company;

7.2.2 loss of and/or damage to the property of the Company or its staff, assignees or sub-contractors; and

7.2.3 personal injury including death, sickness, illness or disease, or loss of or damage to the property of any third party caused by the actions, faults, neglects, errors or omissions of the Company or its staff.

8. NOTICES

Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party to give the notice.

9. NO WAIVER

No waiver given by either party to the other of any breach of the Contract shall be considered as a waiver of any subsequent breach of the same or any other provision.

10. SEVERANCE

If any provision of these Conditions is held by any competent court or authority to be invalid or unenforceable in whole or part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

11. LAW GOVERNING CONTRACT

These Conditions and any Contract made hereunder shall be governed by Scots Law and the parties shall be subject to the exclusive jurisdiction of the Scottish courts.

“Improving efficiency, safety & data optimisation”

Eztek Limited - Blackburn Industrial Estate – Aberdeen - United Kingdom - AB21 0RX

Tel: +44 (0)1224 791977 Fax: +44 (0)1224 791399

Email: sales@eztek.co.uk Web: www.eztek.co.uk

Registered in Scotland No. SC146531; registered office: Newhouse, Tyrebagger, Clinterty, Kinellar, Aberdeen, AB21 0TT