

April 2008

## **Ecozi Terms of Contract (including Warranty)**

(statutory rights are not affected)

Ecozi is the trade name for Ecozi Ltd, whose registered address is:

Unit 54 Myton Crescent

Warwick

CV34 6QA

### **Quotations**

Written quotations only can be used for order confirmation. Order confirmation is an acceptance of the Ecozi terms herein:

### **Contract Amendments**

Amendments to orders already processed will be subject to a Change Order Fee of £35 + VAT + any quoted price for a change in specification. Change Orders must be received in writing.

### **Responsibilities**

Unless specifically mentioned in the customer quotation all contracts are supply only. Comments against drawings and specifications are made relative to the information available at the time. Under no circumstances does Ecozi or any company appointed representative approve ground conditions for suitability of tank installation. Failure to install any equipment as per the installation manuals will invalidate the product Warranty. When in doubt Ecozi should be contacted for guidance on installation but with no site inspection or other relevant information, responsibility to oversee site installations cannot be passed to Ecozi in the event of difficulties.

### **Installation Assistance**

Ecozi will provide telephone or remote support for all customers who request support until and including commissioning. All assistance given is in good faith but remote support for complex systems does not mean Ecozi is responsible in any way for errors, malfunctions or performance issues due to poor installation or failure to follow the installation manual.

### **Title**

The goods shall remain the property of Ecozi until full payment is received.

### **Delivery of Goods**

The delivery day will be notified and agreed in advance. When Ecozi uses its own transport an accurate arrival time in the range of 2 hours can be provided the day prior. When Ecozi uses 3<sup>rd</sup> party transport services the delivery day will be confirmed but no specific time.

Offloading of goods is the responsibility of the purchaser or their appointed representative except in the case of precast concrete tanks that have been specified with a HIAB placement service.

### **Damaged Goods**

Any damages must be reported with details within 48 hours of site delivery. Goods damaged during installation are chargeable replacement items including shipping.

### **Cancellation**

In the event that individual items or complete purchase orders are cancelled non-stock items ordered by Ecozi for the contract are liable for full payment.

### **Warranty Period**

The Warranty starts from the date of delivery.

For residential (private dwellings) systems the Warranty period is 24 months for the control (mechanical and electrical) equipment manufactured by ASP-UWO and 5 years for tank mouldings manufactured by ASP-UWO (Classic and MultiFlex products).

For commercial systems the Warranty period is 12 months for the control (mechanical and electrical) equipment and 15 years for tank manufactured by Carlow (precast concrete products).

Other systems from different manufacturers are offered at 12 months.

### **Warranty Definition**

The Warranty is offered on the basis of 'return to base and fix/replace' and, backed by the relevant manufacturers text, but limited in all cases to full observance of the installation manual. Ecozi will not send an engineer to site to fix and/or replace goods they must be returned to Ecozi. Faults, reliability and malfunction arising from incorrect installation will invalidate the Warranty. Replacement only items will be offered where the material or workmanship during the manufacturing process is proven to be poor or faulty. Where relevant, individual components may be offered for replacement of faulty goods. Structural tank failure claims will be made in consultation with the manufacturer where the following checks will be made: (i) Reference to any other customers who have reported problems from the same production batch (ii) Inspection of the tank by Ecozi or an appointed representative where the tank is in-situ with the water pumped out by others and, where requested by Ecozi, partial excavation of the backfill (iii) In the event of suspected groundwater installations more investigation may be required. In the event that the tank failure was caused by incorrect installation, use in incorrect applications or subject to loads beyond the design

April 2008

then the customer will pay for the investigation which will be a minimum of £350 + VAT for the Ecozi site visit. Where Ecozi believes that recovery of money is likely to be difficult and/or the tank failure is under suspicious circumstances payment of £350 + VAT will be required as a deposit (refundable in the event of poor workmanship) before any investigation will start.

In all cases the maximum liability is the cost of replacement of failed equipment supplied only by Ecozi and no consequential damages or losses. Cost of installation of replacement items is not covered under Warranty.