

General Conditions of Sale (GCS) of Aqualia Ltd

1. Definitions

“Seller” means **Aqualia Ltd**, a private company incorporated under the laws of Mauritius, with company file number C49798, having its registered office at Taylor Smith House, Old Quay D Road, Port Louis, Mauritius.

“Buyer” means any person or entity purchasing Products from the Seller.

“Delivery” means:

- a) the collection of the Products by the Buyer (or its representative or carrier) from the Seller’s premises; or
- b) where delivery is agreed, the handing over of the Products to the Buyer (or its representative) at the agreed delivery location.

“Products” means DI, PVC and HDPE pipes, fittings, accessories or any other products supplied by the Seller.

“Working Day” means any day other than a Sunday or a public holiday under the laws of Mauritius.

2. Applicability & Acceptance

- 2.1. These General Conditions of Sale (“GCS”) apply to all quotations, orders, deliveries and invoices issued by the Seller.
- 2.2. By placing an order with the Seller, whether by purchase order, email, verbal instruction or any other written or electronic means, the Buyer is deemed to have read, understood and unconditionally accepted these General Conditions of Sale.

3. Quotations & Order

- 3.1. Quotations are valid for 30 days, unless otherwise stated.
- 3.2. No order shall be binding unless confirmed in writing by the Seller.
- 3.3. Orders once confirmed cannot be cancelled or modified without the Seller’s written consent. In the event of cancellation or modification after confirmation, the Seller reserves the right to require the Buyer to pay the full quoted price for which the order was originally placed.

4. Prices and Payment

- 4.1. Prices are exclusive of VAT and/or any other taxes, duties or levies which may, from time to time, become applicable, and which shall be borne by the Buyer.
- 4.2. Unless otherwise expressly agreed in writing by the Seller, invoices are payable immediately upon issuance, and no Products shall be delivered or collected until the relevant invoice(s) have been paid in full.
- 4.3. Payments shall be made in full, without deduction or set-off.
- 4.4. In respect of any amount not paid within thirty (30) days of its due date, the Seller may charge late payment interest at a rate of two per cent (2%) above the MCB Prime Lending Rate from the expiry of such thirty (30)-day period until full payment. In addition, and without prejudice to any other rights, the Seller reserves the right to withhold further supplies/deliveries and/or cancel any outstanding orders.

5. Delivery

- 5.1. Delivery dates are indicative only and time shall not be of the essence.

- 5.2. Where Delivery has been agreed on a specific date or within a specified time range at a particular location and the Buyer fails to take Delivery of the Products at such date, time range and location, the Seller reserves the right to charge the Buyer for any reasonable transportation, handling and related costs incurred as a result.

- 5.3. The Buyer shall take Delivery of the Products no later than one (1) month from the date on which the Buyer is notified, whether in writing or orally, that the Products are ready for Delivery.

- 5.4. If the Buyer fails to take Delivery within the period specified in Clause 5.3, the Seller may, without prejudice to any other rights:

- 5.4.1. invoice the Products in full;
- 5.4.2. charge reasonable storage, handling and insurance costs from the date of notification until Delivery or cancellation pursuant to clause 5.4.3; and/or
- 5.4.3. upon giving not less than five (5) working days’ prior written notice to the Buyer, cancel the order in whole or in part, sell the Products to any third party, and recover from the Buyer any resulting loss.

6. Warranty and Inspection

- 6.1. The Seller warrants that, at the time of Delivery, the Products:

- 6.1.1. conform to generally accepted industry standards applicable to the Products; and
- 6.1.2. are free from apparent defects rendering them unfit for their normal intended use by reason of a defect in material, design or manufacture.

- 6.2. The Buyer shall inspect the Products within five (5) working days following Delivery and shall notify the Seller in writing within such period of any apparent defect, damage or non-conformity, which is reasonably discoverable upon inspection and which constitutes a breach of the warranty set out in Clause 6.1. Failing such notification within the said period, the Products shall be deemed accepted and no claim in respect of such matters under Clause 6.1 shall be admissible.

- 6.3. The warranty set out in Clause 6.1 shall not apply to any defect, failure, damage or non-conformity resulting from, or contributed to by:

- 6.3.1. any incorrect installation, handling, storage, transport, jointing, welding, maintenance or use;
- 6.3.2. use in abnormal conditions or contrary to technical specifications, instructions, pressure ratings or intended purpose;
- 6.3.3. normal wear and tear, gradual or natural deterioration, or damage resulting from environmental, atmospheric or storage conditions.

- 6.4. The Buyer shall bear the burden of providing sufficient evidence, acceptable to the Seller, that:

- 6.4.1. the Products do not comply with the warranty set out in Clause 6.1; and
- 6.4.2. such non-compliance is not attributable to any excluded cause under Clause 6.3.

- 6.5. Where, in the Seller’s sole discretion, the Seller considers that the Products are non-compliant with the warranty in Clause 6.1, the Seller’s sole obligation and the Buyer’s exclusive remedy shall be, at the Seller’s option:

- 6.5.1. replacement of the non-compliant Products; or

- 6.5.2. refund of the purchase price paid in respect of such Products.
- 6.6. The Seller shall in no circumstances be liable for labour and transport costs relating to the removal, dismantling or replacement of Products, costs associated with providing access for such removal or replacement, damage to property, loss of profit, loss of opportunity, business interruption, project delay costs, or any indirect, consequential, special, exemplary or punitive loss or damage.
- 6.7. Any technical advice or assistance provided by the Seller is given for information purposes only and does not create any liability on the part of the Seller.

7. Risk and Retention of Title

- 7.1 Risk of loss of or damage to the Products shall pass to the Buyer upon Delivery.
- 7.2 Title to the Products shall remain with the Seller until full payment of all sums due in respect of the Products has been received.
- 7.3 Until title passes in accordance with Clause 7.2, the Buyer shall:
- 7.3.1 not resell, transform or otherwise dispose of the Products;
 - 7.3.2 store the Products properly, keep them readily identifiable as the Seller's property, and maintain appropriate storage conditions; and
 - 7.3.3 insure the Products against all risks.
- 7.4 In the event of non-payment on the due date, the Seller may require the return of the Products at the Buyer's expense after a written notice of fifteen (15) days remains without effect, without prejudice to any other rights and remedies.
- 7.5 If the Buyer fails to comply with a request made pursuant to Clause 7.4, the Buyer hereby authorises the Seller, upon reasonable prior notice and during normal business hours, to enter the Buyer's premises, or any other premises where the Products are located, for the purpose of recovering the Products, and shall provide the Seller with all reasonable assistance for such recovery. The Seller shall not be liable for any resulting damage arising from such recovery.

8. Limitation of Liability and Force Majeure

- 8.1 The Seller shall not be liable for any indirect, immaterial or consequential loss suffered by the Buyer, including loss of profit, loss of business, loss of opportunity, business interruption or project delays. Any claim arising from the use, resale or transfer of the Products to third parties is expressly excluded.
- 8.2 In any event, the Seller's total aggregate liability in respect of any claim relating to the Products, whether in contract, tort, negligence or otherwise, shall be strictly limited to the total amount actually paid by the Buyer for the Products giving rise to the claim.
- 8.3 Any claim relating to a 'vice caché' which was not reasonably discoverable upon inspection shall be notified to the Seller promptly upon discovery and in any event no later than six (6) months from Delivery. The Seller shall not be liable for any 'vice caché' notified after the expiry of this period. For the avoidance of doubt no claim shall be admissible where the alleged defect results from any excluded cause set out in Clause 6.3.

- 8.4 The Seller shall not be liable for any delay or failure to perform its obligations where such delay or failure is caused by a force majeure event, being any event beyond its reasonable control, including natural disasters, adverse weather, armed conflict, acts of terrorism, industrial action, governmental restrictions, supply chain disruption or any interruption of utilities, transport or communication networks.
- 8.5 If a force majeure event continues for more than thirty (30) days, the Seller may terminate the affected order or contract by written notice, without liability and without the Buyer being entitled to any compensation.

9. Returns

- 9.1 Without prejudice to the warranty regime set out in Clause 6, no Products shall be returned to the Seller unless the Seller has given its prior written authorisation. The Seller is under no obligation to accept any return and may do so only in exceptional circumstances, at its sole discretion.
- 9.2 Products that have been cut, installed, used, incorporated into other works or otherwise modified shall not be accepted for return.
- 9.3 Where the Seller authorises a return under Clause 9.1, the Products shall be returned in their original condition and packaging, and all transportation, handling and related costs shall be borne by the Buyer, unless otherwise agreed in writing by the Seller.

10. Confidentiality and Data Protection

- 10.1 All non-public, commercial, technical, financial or operational information disclosed by the Seller to the Buyer, whether orally, in writing or by any other means, shall be treated as strictly confidential. The Buyer shall:
- 10.1.1 use such information solely for the purpose of performing the contract;
 - 10.1.2 not disclose such information to any third party without the Seller's prior written consent; and
 - 10.1.3 implement appropriate measures to protect such information from unauthorised access, use, disclosure, alteration or loss.
- 10.2 Where the Buyer receives any personal data from the Seller in connection with the contract, the Buyer shall:
- 10.2.1 process such personal data solely for the performance of the contract;
 - 10.2.2 not transfer such data to any third party without the Seller's prior written consent; and
 - 10.2.3 comply at all times with the requirements of the Data Protection Act 2017.
- 10.3 The obligations set out in this Clause 10 shall survive the termination, cancellation or expiry of the contract for an indefinite period.

11. Severability

If any provision of this GCS is found to be invalid, illegal or unenforceable by any court of competent jurisdiction, such provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable. If modification is not possible, the relevant provision shall be deemed deleted, but this shall not affect the validity and enforceability of the remaining provisions, which shall remain in full force and effect.

12. Governing Law & Jurisdiction

12.1 These GCS shall be governed by the laws of Mauritius.

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

12.3 Any dispute shall be subject to the exclusive jurisdiction of the Courts of Mauritius, unless arbitration is mutually agreed.