

ecobug® Website Usage Terms and Conditions

Welcome to our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern APH Environmental Ltd, owners of the registered trade mark ecobug® relationship with you in relation to this website.

The term 'APH Environmental' or 'ecobug®', 'us' or 'we' refers to the owner of the website whose european trading office is; Milton Farm, Llanteg, Pembrokeshire, SA67 8PY, UK.

Our company is registered in England no: 02239437.

The term 'you' refers to the user or viewer of our website. The use of this website is subject to the following terms of use:

The content of the pages of this website is for your general information and use only. It is subject to change without notice.

Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.

All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website.

Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.

From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

You may not create a link to this website from another website or document without APH Environmental's prior written consent.

Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Scotland and Wales.

This Website is owned and run by APH Environmental Ltd whose Registered Office Address is: Milton Farm, Llanteg, Pembrokeshire, SA67 8PY, United Kingdom. Registered Company number: 02239437. In making a transaction through this Website Customers are entering into a contract with APH Environmental and hereby accept and are deemed to be bound by these terms and conditions. Any payments made through this Website shall be made to and processed by APH Environmental or our appointed agents.

Please read these terms and conditions carefully before ordering any Goods from the Website. Customers should print a copy of these terms and conditions for future reference.

Please understand that refusal to accept these terms and conditions will prevent Customers from making an order for any Goods from the Website. These Terms and Conditions only apply to sales of items made directly between APH Environmental and the end user.

By placing an order with us you are bound by these terms unless agreed otherwise in writing.

Definitions

Agreement means the contract for the purchase and sale of the Product collectively consisting of the Order and these Conditions;

Customer means the person, firm or company with whom APH Environmental enters into this Agreement and whose details are set out in the Order;

Conditions means the standard terms and conditions of license and sale set out in this document;

Database means the central database and related property registration databases comprising, amongst other things, the details of the Customer based on the information contained in the Order and unique coded property marking solution which shall, subject to compliance by the Customer with its obligations under this Agreement, be maintained by APH Environmental or its approved agents until the Agreement and the License and all rights granted to the Customer under the Agreement expire or are terminated in accordance with this Agreement;

Effective Date means the date of signature or online submission of the Order by the Customer;

Fees means the Purchase Fee and any other fees specified in the Order;

Friendly Bacteria means the quantity of ecobug® bacterial Solution contained in a sealed container as referred to in the Order which contains a formula and combination of components which is unique to the Customer;

Goods mean the Product and Materials, which APH Environmental is to supply in accordance with the Agreement;

Group means APH Environmental or any holding company or subsidiary or a subsidiary of such holding company;

Intellectual Property means any patent, copyright, design right, goodwill, rights to inventions, know how, techniques, trade secrets, confidential information, trade mark, database right or other intellectual property right subsisting anywhere in the world, whether registered or unregistered;

Materials means the signs, stickers, labels and other artwork and literature supplied by APH Environmental to the Customer as referred to in the Order;

Order means APH Environmental's online order form which may be found on the ecommerce section of ecobug® website at www.ecobug.com or in advertising material from time to time and which has been completed and submitted (whether online or otherwise) by the Customer and accepted by APH Environmental (and confirmed by electronic mail) and to which these Conditions shall apply;

Product means the ecobug® is the brand name of our range of product formed from proprietary owned strains of good bacteria, (or to give them their more technical name - microbial, antimicrobial, plant extract and enzyme based ecological products) – basically good bugs that aid clean-up in many day to day situations from commercial kitchens & washrooms to large utility operations. And/or any other goods as identified in the Order;

APH Environmental or ecobug® means APH Environmental Limited a company incorporated and existing under the laws of England whose principal office is at Milton Farm, Llanteg, Pembrokeshire, SA67 8PY, UK.

Shelf Life means the use-by date by which the ecobug® bacterial solutions must have been used and applied as specified by APH Environmental

ecobug® bacterial solutions means the mixtures (which comprise microbial, antimicrobial, plant extract and enzyme based ecological solutions) produced by or for APH Environmental;

Trade Marks means APH Environmental's, ecobug® Trade marks in the specific format(s) depicted in the Materials and APH Environmental and/or ecobug® name and any registered trademarks and unregistered trade mark rights in respect thereof in the United Kingdom/International which may be owned by APH Environmental.

General

1. These conditions are in place of and exclude all other representations, warranties and conditions except as implied by statute and in particular the purchaser acknowledges that he has relied solely upon his own inspection and skill and judgment and of the product not by reason of any representation by the company it's employees, agents or representatives.

2. In the absence of a written order from the purchaser, the company's internal order will constitute the basis of the agreement. Unless expressly accepted in writing by the company any variations of or additions to these conditions in a purchaser's order or order form will be deemed to be inapplicable.
3. We may, from time to time, change some or all of the terms of this Agreement. The terms which will apply to you are those which appear on our website on the date which you order from us (your 'order'). You should print out and retain a copy of those terms at the time at which you send us your order.

The Order

1. Descriptive and clerical errors are subject to correction.
2. Orders must be placed by the issue of a valid purchase order, online order form or other written communication.
3. APH Environmental reserve the right not to accept any customer order. We will treat your order as an offer to buy and except for retail or mail order sales we will send you an email to confirm receipt of your offer. This e-mail this does not mean that your offer has been accepted.
4. Certain products and offers may only be available to qualifying customers, for example in particular geographical areas.

Prices & Quotations

1. All prices quoted on our site exclude carriage costs which will be added to your order during the checkout process. VAT, where applicable, will be added to the price of all products at the appropriate rate.
2. Unless explicitly requested, method of carriage will be at our discretion.
3. Unless withdrawn in writing by the Company, any quotation given in anticipation of a Purchase Order is valid for 30 days. If the Purchaser fails to accept the terms in writing within that time the Company reserves the right to render a fresh quotation to take account of any change in market prices.
4. The Company will use current prices available at the time of any quotation given to the Purchaser and the Purchaser accepts that these may fluctuate from time to time. In the event that this occurs prior to the placement of any Order the Company will notify the Purchaser. In the event that this occurs after an order has been placed, the Company agree to notify the Purchaser as soon as is reasonably possible and the Purchaser must confirm in writing that the increase is accepted.
5. The Company reserves the right to withdraw or vary any quotation given to the Purchaser prior to placement of the Order.
6. No order given to the company based upon a quotation shall be binding upon the company until a purchase order is received. The Company reserves the right to withdraw or vary any quotation given to the Purchaser prior to placement of the Order. The company reserves the right to correct any error or omission or quotation or invoice without prior notice.
7. The Purchaser has 10 days from delivery to check any invoice rendered by the Company and notify the Company of any alleged errors appearing on the invoice. The Company will investigate immediately and take such corrective action as is necessary. In the event that the Purchaser fails to notify the Company within 10 days the Company will deal with the matter as soon as is reasonable but cannot guarantee an immediate response.
8. All invoices rendered by the Company must be paid within 10 days.

Payment

1. We accept payment by cash, cheque, postal order, most major credit/debit cards.
2. We reserve the right not to dispatch goods until your funds have cleared.
3. In the case of any overdue payment, the Company will charge interest and claim compensation for debt recovery and VAT in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 without prejudice to any other rights of the Company and the Purchaser will be required to pay all legal costs incurred by the Company in the recovery of that debt.
4. In the event that the Company incurs additional charges because of the Purchaser their bank, servant or agents the Purchaser agrees to compensate the Company for those charges immediately they are incurred.

Purchasers' obligations

1.1 The Purchaser shall:

- (a) ensure that the terms of the Purchase Order [and any information it provides] are complete and accurate;
- (b) co-operate with the Company in all matters relating to the Services and in particular to allow the Company to take any films or photo's of their drainage system prior to the installation of the Company's system.
- (c) provide the Company, its employees, agents, consultants and subcontractors, with access to the Purchasers premises, office accommodation and other facilities as reasonably required by the Company;
- (d) provide the Company with such information, plans and materials as the Company may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
- (e) obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start;
- (f) keep and maintain all materials, equipment, documents and other property of the Company (**Company Materials**) at the Purchasers premises in safe custody at its own risk, maintain the Company Materials in good condition until returned to the Company, and not dispose of or use the materials other than in accordance with the Supplier's written instructions or authorisation; and
- (g) ensure that only the correct waste in accordance with Statutory requirements passes through their drainage systems
- (h) not to interfere with the installation of the ecobug® product or to use it other than in accordance with the Company's recommendations and to report any problems immediately.
- (i) Carry out such repairs and maintenance as are recommended by the Company prior to the contract.

2.

2.1 If the Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Purchaser or failure by the Purchaser to perform any relevant obligation (**Purchaser Default**):

- (a) the Company shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Purchaser remedies the Purchaser's Default, and to rely on the Purchaser Default to relieve it from the performance of any of its obligations to the extent the Purchaser Default prevents or delays the Supplier's performance of any of its obligations;
- (b) the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Purchaser's failure or delay to perform any of its obligations and
- (c) the Purchaser shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

Assignment

We reserve the right to transfer any debt to us or other elements of our contract with you, or other liabilities in part or whole to a third party.

Credit Checking & Validity

We reserve the right to liaise with credit reference and other agencies with regard to your status and submit information accordingly and in line with relevant legislation.

Retention of Title

1. Ownership of any peristaltic pumps provided and installed by the Company remains with the Company and the purchaser agrees that they will allow access for the removal of the same at the termination of the contract.
2. Ownership of all other goods and materials supplied to the Purchaser remain with the Company until final payment of all costs due. In the event that the Purchaser holds any goods or materials owned by the Company, they may not release, sell or otherwise provide them to a third party without the express written permission of the Company.

Reselling

1. Goods resold without our written permission will invalidate any non-statutory returns policy that may be in force. Please contact us to find out more about becoming an ecobug® reseller.
2. The Company shall not be liable for any loss, damages, costs, legal costs, professional or other expenses of any nature whatever incurred or suffered by the Purchaser whether direct or consequential (including by without limitation any economic loss or other loss of profits, business or goodwill) arising out of any dispute contractual tortious or other claims of proceedings brought against you by a third party claiming relief against you by reason of the use of any goods or materials that you have supplied without the written consent or license of the Company.

Delivery & Acceptance

In most cases, unless agreed otherwise, we dispatch using our preferred carrier. Standard UK Delivery is normally made within 5 working days but no absolute guarantee can be given of this or any other delivery times.

Where a premium service is requested (e.g. next day, AM delivery or Saturday) our liability extends only to a refund of the premium should the delivery not be attempted on time.

Same-day dispatch is subject to the order being received earlier than that working day's 'cut off' time but this may vary with workload or around holiday periods which you will be notified at the time of order. "Working day" is considered to be Monday to Friday, excluding holidays or any other day on which our offices are closed.

Deliveries may be made any time between 9am and 6pm.

Our standard delivery service covers most parts of mainland UK. You must inspect goods supplied as soon as practicable after delivery and notify us within 30 days of delivery any alleged defect or failure to comply with the description of the goods.

Failing such notice you will be deemed to have accepted the products and it shall be conclusively presumed that the products are in accordance with the contract and free from any defect or damage, which would be apparent on examination.

The goods are at your risk from the time of delivery and no liability will be accepted by us for damage or loss to the products after the time that the goods were received.

Carriage Rates

The standard UK mainland handling & delivery is shown on the website at time of order with expected delivery within 5 working days. This may be subject to change.

Transit Damage

Goods obviously damaged in transit must be notified to us within 48 hours of receipt. You are advised to keep all packaging as that may be required in the event of a claim.

Returns

This policy does not affect your statutory rights.

30 Day Returns Guarantee

We will give you 30 days to assess our products and if it isn't to your liking you can return it in good saleable condition unopened and we will refund you money back for the product.

Before goods can be returned we must issue a returns authorisation number in order that we can track it accurately. Please ensure that your returns authorisation number is included with your returned item so that you can be credited appropriately.

Items being returned should use a suitably packed, insured and traceable carriage method.

Items need to be returned within ten (10) days after the returns authorisation number has been provided. The Company reserves the right to charge for the replenishment of any stock used and returned under this 'returns guarantee'.

In the event that parts are missing or damaged when returned, the Company reserves the right to charge for an amount to cover the replacement of such parts or stock. Items

Carriage costs will only be refunded in instances where the full product pack has been returned and we determine the products are faulty. Please keep all the warranty information that accompanies your item as this may be needed should there be a fault.

In the event of APH Environmental sending you a replacement for a damaged, defective or wrong item, you must return the damaged, defective or wrong item to us within 28 days of receipt of the

replacement. We reserve the right to charge the price of the replacement item to the payment card used for the original order if you do not return the original item as aforesaid.

Refunds

1. In the event that you have to return goods as a result of any accepted error on our part or in accordance with our returns policy, the Company will refund your reasonable delivery charges incurred. Such charges to be agreed with the Company in advance of the return and will be paid subject to clause 2 and 3 below.
2. In the event that we discover that there is a breach of the conditions of the returns policy no refund will be given.
3. Refunds for goods purchased under a promotional offer will be based on the terms of the promotional price.

Warranty

APH Environmental warrants to the original purchaser that this product shall be free from significant defects in material and workmanship for 12 months beginning on the date of purchase as shown on your receipt.

Should the product need to be returned it must be sent directly back to the original place of purchase to be processed. Proof of purchase must accompany the returned product.

If purchased direct from APH Environmental a returns authorisation number is required prior to the product being returned to APH Environmental.

The Product must be returned in a suitable protective packaging. This warranty does not apply to products that have been subject to abuse, misuse, negligence, tampering or has been modified in any way.

Without prejudice to your rights APH Environmental may replace a defective product or issue a credit note against future purchases. No other warranties, express or implied are made. APH Environmental shall not be liable for any special, incidental or consequential damages whether or not the purpose for which you purchased the product was made known to APH Environmental, the retailer or otherwise. Your statutory rights are not affected in any way.

Goods Suitability

It is your responsibility to ensure that the correct goods are ordered for your purposes. Please refer to our site for the product specification. This may also apply to specifications listed within any packaging and instructions/user guide/manuals supplied which may not apply to your particular product, either due to product development, varying models, specification change or local variations. Please ensure that use with care and in line with the instructions provided. We cannot be held accountable for damage to assets where ecobug® has not been used in accordance with the instructions.

Limitation of Liability

To the fullest extent permissible by law, we will not be liable for damages arising out of or in connection with the provision of products and/or services or the use of our site. Whilst this is a comprehensive limitation of liability applying to any and all losses, damages or costs of any kind including (without limitation) direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties, we do not limit our liability if death or personal injury results from our negligence.

Force Majeure

Whilst we will use our reasonable endeavours to complete our obligations under this agreement, we will not be liable to you or be deemed to be in breach of this agreement if we need to cancel this agreement due to our inability to secure labour, materials or supplies or as a result of any act of God, war, strike or other labour dispute, fire, flood, drought, legislation, criminal damage, equipment or technical failures, including the unavailability of third party telecommunications, services, lines or other equipment, or other causes beyond our control.

Governing Law / Jurisdiction

This Agreement will be governed by and construed in all respects in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

APH Environmental Limited Details

Email: sales@ecobug.com

Telephone: +44(0)1834 831 838.

Trading Office Address: Milton Farm, Llanteg, Pembrokeshire, SA67 8PY

Registered Company number: 02239437

© APH Environmental/ecobug 2012