

Terms and Conditions of Sales and Services

Republic of Ireland

These Terms and Conditions apply to all quotations, sales of goods and supply of services by Aquachem in the Republic of Ireland. By accepting a quotation, placing an order, issuing a purchase order, or allowing Aquachem to commence work, the Client agrees to these Terms.

1. Definitions

1.1 “Aquachem” means Aquachem (registered and trading in the Republic of Ireland).

1.2 “Client” means the company, organisation or person purchasing goods or services from Aquachem.

1.3 “Contract” means the agreement between Aquachem and the Client comprising Aquachem’s quotation or Service Agreement, these Terms and any referenced schedules or annexes.

1.4 “Services” means water treatment, cleaning, disinfection, monitoring, sampling, testing, reporting and related consultancy services described in the quotation or Service Agreement.

1.5 “Goods” means any chemicals, dosing or monitoring equipment, test kits or other items supplied by Aquachem under the quotation or Service Agreement.

1.6 “Site” means the Client’s premises where the Services are carried out or the Goods are delivered/installed.

2. Contract documents and order of precedence

2.1 The Contract between Aquachem and the Client consists of:

- (a) Aquachem’s quotation or Service Agreement;
- (b) these Terms and Conditions of Sale and Service; and
- (c) any schedules or annexes expressly referenced in the quotation or Service Agreement (such as asset lists, maintenance schedules, treatment plans or pricing schedules).

2.2 In the event of any conflict or inconsistency between these documents, these Terms and Conditions shall prevail over any other document unless Aquachem expressly agrees in writing to vary them.

2.3 Any terms printed on the Client's purchase order or other documents which conflict with these Terms shall be of no effect unless expressly agreed in writing by Aquachem.

3. Formation of Contract

3.1 Quotations are valid for the period stated on the quotation, or 30 days from issue if no period is stated.

3.2 A Contract is formed when the Client:

- (a) accepts the quotation or Service Agreement in writing; or
- (b) issues a purchase order referencing the quotation; or
- (c) allows Aquachem to start supplying Goods or performing Services under the quotation.

4. Site access, safety and Client co-operation

4.1 The Client shall provide safe access to all areas, plant and equipment covered by the quotation or Service Agreement.

4.2 The Client shall ensure safe working conditions, including:

- (a) stable work platforms and adequate lighting;
- (b) compliance with Site rules and applicable health and safety law; and
- (c) proper control of risks associated with working at height, confined spaces, hazardous substances and hot works.

4.3 The Client shall supply any personal protective equipment (PPE) that Aquachem staff are expected to use under the Site rules, including (where relevant) gas/oxygen monitors, respiratory protection and fall-arrest equipment.

4.4 For confined spaces, plant rooms or areas with air-quality risk, the Client shall ensure calibrated gas and oxygen monitors are available and working.

4.5 The Client shall make a competent person available who understands the Site's mechanical and water systems, when requested by Aquachem.

4.6 The Client shall identify suitable drainage points near the work area and ensure relevant cold water storage tank ballcocks are in good working order.

4.7 The Client shall:

- (a) cooperate with Aquachem in all matters relating to the Services and appoint a suitable representative to act as primary contact for the Contract;
- (b) provide such reasonable access to the Site, and such facilities (including plant, utilities and space) as Aquachem may reasonably require to perform the Services;
- (c) respond promptly to Aquachem's reasonable requests for information, instructions, approvals or decisions needed to perform the Services; and
- (d) provide any drawings, records, test results or other information relating to the Site's water systems that Aquachem reasonably requests and the Client reasonably considers necessary to carry out the Services.

4.8 If the Site is not safe or ready, Aquachem may delay or suspend work. Any resulting delay or cost sits with the Client.

5. Scope of Services, Goods and variations

5.1 The Contract price covers only the Goods and Services clearly described in the quotation or Service Agreement and any referenced schedules or annexes.

5.2 The Services Aquachem provides under the Contract are limited strictly to those activities expressly described in the quotation or Service Agreement and any attached schedules (such as asset lists, water treatment plans and monitoring schedules).

5.3 Unless expressly stated otherwise in the quotation or Service Agreement:

- (a) Aquachem provides the Services on a non-exclusive basis;
- (b) time shall not be of the essence in respect of performance of the Services; and
- (c) Aquachem is not responsible for any services, works or activities outside the defined scope of the Services.

5.4 Anything outside the defined scope is treated as extra work and will be charged at agreed contract rates or Aquachem's standard rates from time to time.

5.5 Aquachem will usually agree extras with the Client before carrying them out, but urgent health, safety or property-protection work may proceed and will be chargeable.

5.6 Any variation to the scope, frequency or nature of the Services (including changes in plant inventory, operation or occupancy that materially affect the water systems) shall be agreed in writing between Aquachem and the Client and may result in adjustments to charges and/or the service schedule.

5.7 Where the Client instructs changes during the term (for example additional plant, systems or locations), Aquachem may review and adjust the Contract price accordingly.

6. Delivery of Goods, risk and title

6.1 Delivery dates for Goods are estimates and not guaranteed, but Aquachem will use reasonable endeavours to meet agreed dates.

6.2 Risk in the Goods passes to the Client on delivery to the Site (or other location agreed with the Client).

6.3 Title (ownership) in the Goods remains with Aquachem until Aquachem has received payment in full for those Goods and any associated Services.

7. Invoices, payment and late payment

7.1 Invoices are issued on completion of work, or as otherwise stated in the quotation or Service Agreement (for example monthly, quarterly or by milestone).

7.2 Standard payment terms are 30 days from the invoice date, unless different terms are clearly shown in the quotation or Service Agreement.

7.3 To dispute an amount, the Client must notify Aquachem in writing within 5 working days of the invoice date, explaining what is disputed and why.

7.4 Only the disputed part of an invoice may be withheld; all undisputed amounts must be paid on time.

7.5 Late payment may attract interest at the applicable statutory rate under Irish law, together with reasonable costs of collection.

7.6 Unless expressly included in the quotation or Service Agreement, emergency call-outs, corrective repairs and replacement of major components are excluded from the fixed Contract charges and will be quoted and charged separately. Emergency attendance is subject to the availability of Aquachem personnel at the time of the request.

8. Contract term, renewal and early termination

8.1 The Contract runs from the start date shown in the quotation or Service Agreement for the stated initial term.

8.2 Unless agreed otherwise in writing, the Contract renews automatically each year on the anniversary of the start date.

8.3 If Aquachem does not give written notice at least 60 days before the anniversary that it does not wish to renew, the Contract extends for a further 12 months.

8.4 If the Client ends the Contract early or without giving the agreed notice, the Client must pay an amount equal to three (3) months of Contract charges (representing the notice period), plus any outstanding invoices for work already carried out.

8.5 Either party may terminate the Contract immediately by written notice if:

(a) the other party commits a material breach and fails to remedy it within 30 days of receiving written notice describing the breach; or

(b) the other party becomes insolvent, enters examinership, liquidation or any similar protective arrangement.

9. Annual price review

9.1 Prices are reviewed once a year on the Contract anniversary.

9.2 Costs will increase in line with the percentage change in the Consumer Price Index (All Items), as published by the Central Statistics Office (CSO) of Ireland, over the previous 12 months (measurement point: 60 days before the review date).

9.3 Aquachem may inform the Client in writing of updated prices, but the CPI-linked adjustment applies whether or not separate notice is given.

9.4 Aquachem may also review prices where significant changes occur in regulatory requirements, input costs or scope, subject to prior discussion with the Client.

10. Client responsibilities for water systems

10.1 The Client is responsible for the physical integrity, operation and maintenance of its water systems, plant and associated equipment.

10.2 The Client must inform Aquachem promptly of any changes or remedial works carried out on water lines or associated systems, including new plant, decommissioned lines, major repairs or modifications.

10.3 If Aquachem is not informed of such changes, any resulting failure or ineffectiveness of water treatment plans shall be the Client's responsibility and Aquachem shall not be liable for any loss arising from that failure.

10.4 Aquachem's recommendations are based on the information and access provided by the Client. Where such information is incomplete or inaccurate, Aquachem's responsibility is limited accordingly.

11. Reports and remedial actions

11.1 Aquachem will issue reports and recommendations as part of the Services.

11.2 The Client must review these reports in a timely manner and is responsible for deciding and implementing remedial actions that fall outside Aquachem's agreed scope of Services.

11.3 Failure to review or act on reports does not affect the Client's obligation to pay Aquachem for Services properly provided.

11.4 Aquachem shall not be liable for any loss, damage or consequences arising from the Client's failure to review reports in a timely manner or to implement remedial actions that are identified in those reports and fall outside Aquachem's agreed scope of Services under the Contract.

12. Warranties

12.1 Aquachem will perform its Services with reasonable skill and care, in line with good industry practice for water treatment and monitoring in the Republic of Ireland.

12.2 Aquachem warrants that any Goods it supplies will be free from material defects in material and workmanship on delivery.

12.3 The above warranties are conditional on:

- (a) proper storage, installation and use of the Goods by the Client; and
- (b) the Client following Aquachem's instructions and recommendations.

12.4 Aquachem does not warrant that:

- (a) the Client's systems will be completely free of microbiological activity at all times; or
- (b) any particular regulatory, certification or inspection outcome will be achieved, where this depends on factors outside Aquachem's control (including the Client's maintenance practices, occupancy patterns or works by other contractors).

13. Liability

13.1 Aquachem will perform its work with reasonable skill and care.

13.2 Aquachem is not liable for:

- (a) indirect or consequential loss (including loss of profit, loss of business or loss of opportunity); or
- (b) loss arising from the Client not meeting its Site/safety responsibilities or its obligations in relation to water systems (including any failure to inform Aquachem of system changes).

13.3 Unless law requires otherwise, Aquachem's total aggregate liability under the Contract (whether in contract, tort, negligence or otherwise) is capped at the total amount paid by the Client to Aquachem in the previous 12 months under that Contract.

13.4 Nothing in these Terms limits or excludes any liability which cannot legally be limited or excluded under Irish law, including liability for death or personal injury caused by negligence.

13.5 For the avoidance of doubt, nothing in any quotation, Service Agreement, service description, schedule or annex shall increase Aquachem's liability beyond the limits set out in this clause, unless Aquachem expressly agrees in writing.

14. Indemnity

14.1 The Client shall indemnify and keep indemnified Aquachem against any claims, losses, damages, costs or expenses arising from:

(a) the Client's failure to comply with its obligations under these Terms (including Site access, safety and water system responsibilities); or

(b) any misuse or unauthorised modification of Goods or systems contrary to Aquachem's instructions,

except to the extent caused by Aquachem's negligence or wilful misconduct.

15. Force majeure

15.1 Aquachem shall not be liable for delay or failure in performing the Contract where caused by events beyond its reasonable control, including (without limitation) extreme weather, fire, flood, industrial action, power or utility failure, epidemic or pandemic, war, terrorism, or government restrictions.

15.2 In such circumstances, Aquachem's obligations are suspended for the duration of the event, and Aquachem will use reasonable endeavours to resume Services as soon as reasonably practicable.

16. Data protection

16.1 Each party shall comply with applicable data protection law in the Republic of Ireland, including the General Data Protection Regulation (GDPR) and relevant national implementing legislation.

16.2 Where Aquachem processes personal data for the Client (such as Site contact details), such processing shall be limited to what is necessary to deliver the Services and manage the Contract.

16.3 Further details may be set out in Aquachem's privacy notice or a separate data processing agreement, where required.

17. Confidentiality

17.1 Each party shall keep confidential any information of the other party that is identified as confidential or would reasonably be considered confidential.

17.2 Confidential information may be shared with employees, agents or subcontractors who need to know it for the purposes of the Contract and are bound by similar obligations of confidentiality.

17.3 These obligations do not apply to information that is already public, was lawfully known before disclosure, or is required to be disclosed by law or regulation.

18. Subcontracting

18.1 Aquachem may subcontract elements of the Services to suitably qualified third parties, but remains responsible for the performance of the Services under the Contract.

19. Third-party rights

19.1 No person other than Aquachem and the Client shall have any rights to enforce any term of the Contract.

20. Governing law and jurisdiction

20.1 The Contract and these Terms shall be governed by and construed in accordance with the laws of the Republic of Ireland.

20.2 The parties submit to the exclusive jurisdiction of the Irish courts in relation to any dispute arising out of or in connection with the Contract.