STANDARD TERMS & CONDITIONS OF SALE

Effective: 1st January, 2026

DATE EFFECTIVE
As of the above date, these terms and conditions of sale supersede all previous terms and conditions.

PRICES
Prochem's prices are shown in the current Prochem Price List. Prices and product specifications therein may be subject to change without notice. Price increases cannot be deferred by any special agreement. Prochem reserve the right to discuss online pricing with the distributor where it is deemed to be not beneficial to the Prochem brand.

PAYMENT TERMS (At the discretion of Prochem)
Prochem reserve the right to charge interest on late payments for all customer types, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Goods will remain the property of Prochem until paid for in full.

- **UK Distributors & National Accounts**
  Approved credit accounts only (subject to receipt and approval of credit application form).
  Payment - Strictly net 30 days from date of invoice.
- **UK customers without approved credit account**
  Payment with order by cash, credit/debit card, bank draft, or clearance by lease/H.P. company.
  Business, company and personal cheques over £50 will require bank clearance of 3 working days unless the customer pays for special clearance.
- **Export (EU and International customers)**
  Strictly pre-payment against pro-forma invoice by bank transfer, bank draft, cleared cheque or Eurocheque on UK bank, Visa® or MasterCard®. Any bank fees will be directly applied to the invoice at cost. **VAT** - For shipments to another EU member state, VAT will not be charged providing an EORI registration number is supplied by the consignee of the goods at the time of ordering. Goods supplied to non-EU member states will be zero rated for VAT purposes in accordance with Customs/Excise Notice 275.
- **All Truck-mount cleaning systems transactions**
  20% (of price inclusive of VAT) deposit with order and **balance in full** at least five working days prior to installation or despatch (time is 'of the essence'). **Sale strictly subject to cleared payment e.g. payment by cheque, bank draft or bank transfer, in advance of collection or despatch of goods.**
- **Special Orders (including 110 volt equipment)**
  A non-refundable deposit of 20% of the order value is required for special orders.
- **Request for Airfreight or Special Delivery**
  An extra charge of 10% of the net value of the goods is required for airfreight and special delivery order requests.

CREDIT FACILITIES (UK ONLY)
Credit accounts are subject to receipt and approval of credit application form. Prochem reserves the right to grant, refuse, or discontinue any credit facilities with immediate effect at any time. Credit limit will be as agreed by Prochem Accounts Department. Credit is subject to receipt of official order. Pre-payment will be required where credit account is not approved.

PACKAGING AND DELIVERY
Minimum carriage free order (Mainland UK ONLY) - 500 litres / kilos or £500 net order value.
Carriage will be charged extra at cost for all orders under the minimum weight or value requirement. Chargeable carriage rate bands may differ for website sales orders. Goods will remain the property of Prochem until paid for in full, although we cannot be liable for any damage or loss once they have left our premises. Any overnight, "next day" or special delivery charges, extra insurance, special packaging and documentation will be charged to the customer at cost. Any booking fee for "special time" deliveries will be charged to the customer at cost.
Delivery Mainland UK
2 to 3 working days from date of despatch (allow 7 to 10 working days from date of order) for ex-stock products. Prochem will use reasonable endeavours to meet these delivery estimates but cannot accept any liability whatsoever for failure to do so.
Delivery Export
Ex-works only. Customer to arrange collection. All forwarding fees and charges for export transactions will be borne by the customer. Prochem Export Chemical Supply Policy applies (see liability item 6). Allow 15 working days for foreign language chemical labels.
Export (Importation) Documents & Costs
The customer is responsible for all duties, charges and outlays levied by any authorities in connection with goods and will indemnify Prochem against any fines, expenses or losses incurred. Obtaining any import licences, certificates etc. is the responsibility of the customer.
Delivery Point
Delivery to, or collection by, distributors' customers or any other third party are not permitted.
For further details see our "Terms & Conditions of Carriage".
The disposal of packaging materials and pallets is the responsibility of the customer, subject to current regulations.

DISTRIBUTOR RESPONSIBILITY
Prochem Authorised Distributors are, as the selling agent, responsible in full for the initial training of their customers in the correct use and application of Prochem chemicals and equipment. Distributors are also responsible for the provision of adequate after-sales-service, maintenance and the administration of any warranty claims (in conjunction with the Prochem Service Department). See Prochem Machine Warranty for full details.

PROMOTION

Prochem may, from time to time, send customers material or literature, in various forms, promoting or advertising the sale of its goods, or otherwise, which may be sent or communicated by post, fax or electronic transmission or by other means as Prochem sees fit. The customer acknowledges and accepts this practice.
Prochem Standard Terms & Conditions of Sale apply to all goods and services featured in promotional material.

RETURNS

Goods supplied correctly against order will not be accepted for return without prior authorisation from Prochem Europe Ltd and will be subject to inspection and approval.
A handling charge may be applied at the discretion of Prochem.
Returns will be delivered to Prochem at the customer's cost. Proof of delivery may be required.

FORCE MAJEURE

Prochem shall not be liable in any respect whatsoever for any delay in the performance of, or the failure to perform, any obligation pursuant to any order or contract as a result of circumstances beyond its control.

CANCELLATION

No order may be cancelled without the prior written agreement of Prochem.
If the customer becomes the subject of any act or proceeding under or in connection with the Insolvency Act 1986, or if the customer fails to make payment for goods when due, in accordance with "PAYMENT TERMS" as above, Prochem will be entitled to suspend and cancel all or any future transactions between the parties.

LIABILITY

Liability is excluded for the following with reference to all products, services and advice supplied by Prochem:-

1. All forms of damage and special damage founded in statute, tort (apart from death and personal injury) and contract law including but not limited to consequential loss, loss of income and losses incurred in reliance of the contract.
2. As against a person dealing otherwise than as a consumer these terms and conditions exclude any implied term that Prochem products and services will correspond with a description or a product sample.
3. Prochem shall take all reasonable steps to ensure accuracy of technical information relating to products and services but accepts no responsibility in contract, tort, statute or otherwise for any damages or injury arising directly or indirectly from any act or omission whether or not caused by the negligence of Prochem.
4. All chemicals products, equipment, machinery, accessories, services and advice supplied by Prochem are intended for professional and industrial use only.
5. Chemical products and machinery must not be re-labelled. Prochem will not accept any liability for products that are re-labelled or where the original label is wilfully removed.
6. All chemical export orders are labelled with both English labels and labels in the respective official language of the country the products are being exported to. Minimum order quantities apply for each product type requiring a foreign language label. Chemicals intended for use in the UK with only the English language label must not be used outside of the UK without the correct foreign language label and safety data sheet. Prochem Europe accept no responsibility for use or misuse of chemical products outside of the UK where these were originally sold and intended for use in the UK with only the English label.
7. Chemicals intended for use in the UK with only the English language label must not be used outside the UK without the correct foreign language label safety data sheet.
8. Prochem Europe Ltd accept no responsibility for use or misuse of chemical products outside of the UK where these were originally sold and intended for use in the UK with only the English language label.

SCOPE

All transactions or disputes shall be governed by the laws of England under the jurisdiction of the English courts.
Prochem Standard Terms & Conditions of Sale and other documents override any of the customer's own terms and conditions. Note that this document does not constitute the entire contract of sale. Terms & Conditions of Carriage are sent with each consignment and a copy of the Prochem Machine Warranty is issued subject to the receipt of any such future orders. No additional terms, other than by express written agreement by Prochem, shall be incorporated into the contract of sale. Prochem reserves the right to alter the whole or part of these terms and conditions without notice.