

Chris Faulkner Flow Controls

TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

"**The Company**" shall mean Chris Faulkner Ltd/Chris Faulkner International Ltd. "The Customer" shall mean the person, firm or company to whom any quotation is addressed or with whom any verbal or written contract is made.

"**The Goods**" shall where the context permits include units, parts and accessories agreed to be sold.

"**Advised Price**" shall mean the price indicated on a proforma invoice or other communication with the Customer.

2. GENERAL

(a) Any order, including any based on or resulting from any quotation, is deemed to incorporate these terms and conditions; and these terms and conditions supersede any terms or conditions proposed by the Customer and shall prevail over any inconsistent terms or conditions contained in or referred to in any order, correspondence or elsewhere and all or any arrangements to the contrary are hereby extinguished.

(b) The Company accepts no responsibility whatsoever for the accuracy of drawings, patterns or specifications supplied by the Customer. No orders placed by the Customer whether resulting from a quotation or otherwise shall constitute a legally enforceable contract until accepted by the Company. The placing of an order based on a quotation supplied by the Company or in the absence of prior quotation the acceptance of an order imports therein the terms and conditions set out hereunder.

(c) Any information or technical assistance given by the Company is given in good faith and is for general guidance only, and does not constitute a warranty, guarantee or recommendation of the suitability of the goods for any specific purpose.

3. QUOTATIONS

All tenders, quotations and estimates made by the Company are given without obligation, are valid as indicated on any quotation and from the date of quotation, and subject to written confirmation when the order is placed.

4. PAYMENT

Unless otherwise agreed in writing, prices quoted and agreed by the Company and the Customer are nett prices, payable at the time of order.

5. PRICES

(a) Whilst every effort will be made to maintain prices as quoted, the Company will only accept orders at prices ruling on the day of order if payment in full has been received. Such price shall be fixed at the Company's discretion after taking into account any increase in the cost of materials, transport and any other relevant factors, and the Customer hereby agrees to pay the price as advised.

The Customer also agrees to pay for any loss of extra cost incurred by the Company through any request or instruction or lack of instructions or if there is any suspension of work due to the instructions or lack of instructions on the part of the Customer, its employees or contractors. Unless otherwise indicated in writing no discount of any kind is allowable. Prices being strictly nett.

(b) Invoices will be issued upon completion of Order and VAT will be charged at the rate applicable at that time.

(c) All prices and specifications are subject to alteration without notice.

(d) If an advised price is not agreed then it is incumbent upon the Customer to communicate this fact to the Company immediately as under no circumstances will any dispute be acknowledged by the Company more than 7 days after the date of the advised price.

6. ORDERS AND SCHEDULES

All verbal orders or instructions should be confirmed in writing within 3 days. Orders accepted by the Company cannot be cancelled without the consent of the Company in writing.

7. DELIVERY

(a) Although every effort will be made to meet delivery dates these are not guaranteed, the Company cannot be held responsible for loss or damage due to delay in delivery, nor shall the Customer be entitled to refuse to accept goods because of late delivery.

(b) The time given for the execution of the order shall be reckoned from the date of receipt of payment, the Customer's signed confirmation of order or from the date on which all information and drawings necessary to enable the Company to proceed is received, whichever date may be the later.

8. CARRIAGE

Carriage is effected at the Company's option and appropriate charges will be made for such carriage based on current Carriage Standard Rates and are included in the advised price subject to a single delivery being made to one advised UK location. Unloading is the Customer's liability.

9. ACCOUNTS

Where an account has been agreed in writing with the Company two approved trade references and a bank reference may be required. Unless otherwise agreed in writing payment shall be received by the Company **within 30 days** of advised price. In the event of payment becoming overdue the Company reserves the right to cancel any account facility and charge interest on the advised price, calculated from the date of the acceptance of the order and at a rate equal to Barclaycards Interest rate current at the same date.

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TERMS AND CONDITIONS OF SALE CONTINUED

10. RESERVATION OF TITLE

The title to goods shall not pass to the Customer until payment has been made of the full contract price. If a cheque is tendered by the customer it shall not be treated as payment until it has been cleared by the Company's Bank. If there shall be any breach by the Customer of any terms and conditions hereof, the Company may without prejudice to their other rights or remedies, defer or cancel any further deliveries. In case of non-payment the Company shall be entitled to re-possess or trace the goods or the proceeds of sale in the Customer's hands of any Liquidator or Receiver.

The Company may recover those goods at any time. Risk in respect of goods shall pass upon delivery. When goods are by the Company's own transport delivery shall be deemed to take place at the moment the goods are lifted from the delivery vehicle. When goods are delivered by other means of transport delivery shall be deemed to take place when the goods are handed or surrendered to the carriers.

11. CLAIMS

No claim for material damaged in transit or suffering from any defect apparent from reasonable examination will be considered by the Company unless:-

- (a) An appropriately qualified signature e.g. Material received damaged (signed), is clearly made by the customer on the proof of delivery note.

AND

(b) The Company is advised in writing, in addition to (a) above, within 3 days of receipt of material. No claim for loss in transit can be considered unless advised by the customer in writing within 7 days of notified despatch or in case of shortage within 4 days from receipt of goods and the Customer has signed the proof of delivery note indicating the amount of shortages. In no circumstances shall the Company be responsible for loss, damage or delay due to shortage of materials arising from circumstances beyond the control of the Company or from industrial disputes, transport delays, accident, plant failure or any other contingency (whether or not of the same nature as the foregoing) arising from circumstances beyond the reasonable control of the Company.

The Customer is to indemnify the Company against any claims whatsoever for damages and costs and against all liability in respect of any infringement of patent rights or registered design resulting from compliance with the Customer's instructions expressed or implied.

12. DEFECTIVE PRODUCTS

If any goods supplied by the Company are shown to be defective to the satisfaction of the Company through faulty material and/or workmanship, then the Company shall supply replacement goods free of charge, if returned within 3 months from the date of despatch. The Company in no circumstances will be liable to the Customer or user for any loss, damage or remedial expenses, whether direct or consequential, arising from the goods supplied by the Company for any purpose.

13. RETURN OF GOODS

(a) Flow control units and other purpose designed items made and properly supplied to the Customer's order and/or specifications are "specials" and cannot be accepted for return or cancellation.

(b) The return of other goods properly supplied will not be accepted unless the Company's authority has been previously agreed and an address for returned goods given. Notice of such return must be in writing within 7 days of receipt of the goods. Returns must be delivered carriage paid accompanied by a separate advice note detailing the consignment. Conditional upon goods being received in perfect condition, suitable for immediate resale, goods will be credited at current value, less a handling charge of 25%. If any reconditioning is found necessary this will be charged.

14. WARRANTY

No goods are guaranteed for any specific length of time or measure of service, but are warranted to be free from defects in workmanship and materials at the time of delivery. Any liability for breach of this warranty shall be limited to a refund of the purchase price, or to a replacement upon return to the Company within 3 months from the date of despatch at our option.

This warranty is given in place of any warranty or conditions including any conditions as to quality or fitness for any purpose, whether expressed or implied by Common Law, Statute, or otherwise, which are hereby, expressly excluded.

16. MISCELLANEOUS

The contract shall in all respects be governed by and construed in accordance with the laws of England.

YOUR PARTICULAR ATTENTION IS DRAWN TO CONDITIONS 4 & 13 (a)