

CONDITIONS OF SALE

The Seller's acceptance of any order (including acceptance implied by delivery of goods) shall be subject exclusively to the terms and conditions set out below.

Where the Buyer submits an order subject to its own standard terms and conditions, such terms shall not apply unless expressly agreed in writing by the Seller. The Buyer's order shall be treated as an invitation to treat, and any resulting contract shall be governed solely by these Conditions of Sale.

1. Orders and Acceptance - The Seller reserves the right, at its absolute discretion, to:

- refuse any order;
- delay execution of any order;
- request part-payment or full payment in advance of delivery; or
- cancel any contract prior to dispatch,
- potential deposit may be required at the point of order
- if financed a signed contract is required by an officer of the business
- all FTS documentation is required to be completed and returned at the point of order

where the Seller's credit enquiries indicate that the Buyer's creditworthiness may be insufficient to meet contractual obligations.

If requested, the Buyer shall provide reasonable evidence of creditworthiness, including trade references, bank references, or a third-party guarantee acceptable to the Seller.

2. Specifications, Descriptions and Marketing Material - Any drawings, illustrations, specifications, performance figures, descriptions, brochures, catalogues, price lists, or advertising material supplied by the Seller are provided for general guidance only and shall not form part of the contract unless expressly incorporated in writing within the quotation or order acknowledgement.

3. Pricing and VAT - Unless otherwise stated in writing, all prices quoted are valid for **30 days** from the date of quotation and are subject to the price ruling at the date of dispatch.

All prices are exclusive of **Value Added Tax (VAT)**, which shall be charged at the prevailing rate applicable at the tax point and paid by the Buyer.

4. Delivery - Delivery dates are estimates given in good faith and do not form part of the contract. The Seller shall use reasonable efforts to deliver within the stated timeframe but shall not be liable for delays, however caused.

5. Storage - Where goods are held in storage at the Buyer's request, the Seller reserves the right to charge storage rental, handling charges, and any additional costs incurred.

All goods held in storage shall remain entirely at the Buyer's risk.

6. Transit Risk and Claims - Loss or damage in transit must be reported to both the carrier and the Seller within **three (3) days** of delivery or occurrence.

The Seller accepts no responsibility for loss or damage in transit unless delivery is undertaken directly using the Seller's own transport.

7. Performance Figures - All performance figures provided are supplied in good faith. The Seller shall not accept liability in respect of performance unless specific figures are expressly guaranteed in writing within the quotation.

8. Warranty and Service Work - Agreed warranty work will be carried out by the Seller's service engineers during normal working hours. Where the Buyer requests service work outside normal working hours, the Seller reserves the right to charge additional labour and associated costs.

For goods not supplied by the Seller, the Buyer shall only be entitled to the benefit of any manufacturer's or supplier's warranty passed on to the Seller.

The Seller shall not be liable for any additional loss, damage, or expense arising from warranty claims, including (without limitation) loss of profit, business interruption, indirect loss, consequential loss, personal injury, or property damage, except where such liability cannot be excluded by law.

9. Buyer Responsibilities for Service - Where service work is required, the Buyer shall ensure:

- a safe working environment in compliance with all applicable Health and Safety legislation, including the Health and Safety at Work Act; and
- that equipment is made available for service or repair without undue delay.

10. Payment Terms - Payment is due **prior to delivery**, unless otherwise stated in the quotation.

Where the Buyer delays acceptance or collection of completed goods, such delay shall not affect the payment due date. In such circumstances, the delivery date shall be deemed to be the date on which the Seller notifies the Buyer that the goods are ready for dispatch or collection.

11. Late Payment Interest - The Seller reserves the right to charge interest on overdue amounts at a rate of **2% per month**, calculated from the due date until payment is received in full.

12. Title and Risk - Ownership (title) of the goods shall not pass to the Buyer until the Seller has received full payment of:

- the invoice price; and
- any additional charges or costs.

Notwithstanding retention of title, the goods shall be at the Buyer's risk from:

- the date of delivery to the Buyer or its agent; or
- where delivery is delayed by the Buyer, fourteen (14) days after the Seller has notified the Buyer that the goods are ready for dispatch.

13. Governing Law and Jurisdiction - This contract and these Conditions of Sale shall be governed by and construed in accordance with the laws of **England and Wales**.

All references to sums of money shall be construed as references to **Pounds Sterling (GBP)** unless otherwise stated.

14. Cancellation and Amendments - Cancellation of any order must be made in writing and will not take effect unless confirmed in writing by the Seller.

Upon cancellation (whether agreed or otherwise), the Buyer shall be liable for a cancellation charge determined by the Seller.

In the event the Buyer cancels an order at any time for any reason, the Seller shall be entitled to charge a minimum of **35% of the total invoice value**, or a higher amount where specialised goods have been ordered, manufactured, or allocated specifically for the Buyer.

Cancellation charges shall be payable within **seven (7) days** of notification. Amendments to an order or specification may also be subject to similar charges.