



Butts Mill, Barnoldswick, Lancashire, BB18 5HP, England
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Conditions of Sale.

1. Unless specifically excluded, these terms apply to all sales of products and services made by the Seller to the Buyer, including sales of filter media, filter machinery and all other complimentary products and services and shall override any terms or conditions stipulated, incorporated or referred to by the Buyer in his order or during negotiations.
2. The quotation is made on the basis of information supplied by the Buyer to the Seller or obtained by the Seller upon inspection of the Buyer's site. Pricing is subject to adjustment in the event of any alteration in the particulars given or in the circumstances surrounding the offer or in the later discovery of any existing circumstances which, had the Seller been aware of at the time of the quotation, would have impacted significantly on the quotation.
3. All quotations provided contain a price validity date. In the event that an order is received beyond such validity date, any aspect of the quotation (including but not exclusively: raw materials, packaging, freight / delivery charge and currency exchange) will be subject to review.
4. The term of delivery is clearly stated on the quotation and subsequent order confirmation. For export movements, INCO terms will be used; movements within the UK would normally include delivery to door.
5. Terms of payment are clearly stated on quotations, order acknowledgements and subsequent invoices. Non-payment of any invoice by the due date will allow the Seller to charge interest on the unpaid balance and to suspend further deliveries pending receipt of sums due.
6. Anticipated availability / despatch dates are also shown on quotations and order acknowledgements. Any period quoted commences from receipt by the Seller of the order and, if appropriate, pre-payment (including Letters of Credit) and any necessary import licences. Every endeavour will be made to adhere to such times quoted for delivery but no liability shall be incurred by the Seller by reason of any delay nor shall the order be voidable for that reason. If any goods, when due and ready for despatch, are not accepted by the Buyer, they will be stored at the Buyer's risk and reasonable expense. Due payment date shall be calculated from the date on which the goods became available for despatch.
7. The Seller warrants that all goods will be compliant with the relevant published specification based on test regimes during production and prior to despatch. However, there is no guarantee of performance written or implied. The data provided on the Technical Specifications is informative only. In the event of failure to achieve anticipated performance, the Seller will have reasonable time to investigate the reasons for such shortcomings including the option to provide suggestions for revision to the Buyer's processes.
8. The Seller reserves the right to modify the constituents / component raw materials within the filter media providing that anticipated performance of the media shall not be compromised. In the event of supply into the Buyer's validated processes, any modifications will be discussed with the Buyer prior to implementation.
9. The Seller reserves the right to subcontract the supply of any item or service which would not normally be produced / supplied by the Seller in the normal course of its business.
10. The Seller shall not be liable to the Buyer in any circumstances whatsoever for any loss of use or loss of profits or loss of contract suffered by the Buyer.
11. The Seller shall not be responsible for any loss, damage or delay caused directly or indirectly by circumstances outside its reasonable control including, but not limited to: war risks, restraint of sovereign states, strikes, lockouts, combinations of workmen, force majeure, invasion, act of foreign enemy, hostilities or warlike operations, civil war, rebellion, insurrection, military or usurped power and any act done in pursuance or furtherance of these including requisition or confiscation.
12. The completion of the contract is conditional upon the continued possibility of its existence. Should the contract become impossible either directly or indirectly because of any of the conditions listed in Clauses 10 or 11, any and all raw materials already supplied or appropriated to completion of the contract shall be chargeable to the Buyer but both the Buyer and the Seller shall be absolved of any further liability under the contract, which shall be deemed to have expired.
13. Risk in the goods shall pass to the Buyer upon delivery but title will be retained by the Seller until the Buyer has paid for the goods in full. The Seller reserves the right to repossess any Goods for which the Seller retains legal and beneficial title if full payment is not received in accordance with Clause 5. In the event of such repossession, the Buyer shall deliver the Goods for which the Seller retains legal and beneficial title to the Seller at the Buyer's own cost.
14. Intellectual Property Rights in all existing works, designs (including bespoke design undertaken by the Seller for the Buyer) and specifications for products supplied against this contract, be they for filter equipment or media (unless published in the open domain) shall remain in the possession of the Seller. Any actual or alleged infringement of such rights including contravention of copyright shall be subject to further action.
15. This contract is in all respects to be construed and operated as a contract made in England and in conformity with the laws of England and Wales.