

Terms of Business

COMMERCIAL & EXPORT TERMS AND CONDITIONS OF SALE

1. Definitions

1.1. The following words have the following meanings in these Terms and Conditions:

“Buyer” means the person, firm or company who buys or agrees to buy the Products from the Seller.

“Products” means the items which the Buyer agrees to buy from the Seller.

1.2. “Seller” means Flowtech International Ltd (Company Registration No.NI659871)
Registered office: 9, Culmore Point Rd, Londonderry, NI, BT48 8JW.

“Trade Marks” means the trademarks appearing on the Products and their containers and advertising, as delivered by the Seller to the Buyer.

“Overnight Delivery Charge” means a charge equivalent to the standard charge made by the Seller’s carrier for overnight delivery of Products, or such charge as is otherwise agreed between the parties for overnight delivery of Products.

“Website” means the website accessible at www.flowtechinternational.co.uk or any other web site operated by Flowtech International Ltd or any other site notified to the Buyer from time to time.

2. Terms applicable

2.1. These Terms shall apply to all contracts for the sale of Products by the Seller to the Buyer to the exclusion of all other terms including any terms which the Buyer may purport to apply under any purchase order, confirmation of order or similar document.

2.2. All orders for Products shall be deemed to be an offer by the Buyer to purchase Products pursuant to these Terms.

2.3. Delivery of the Products to the Buyer together with an invoice/sales receipt shall be deemed conclusive evidence of the Seller’s acceptance of the Buyer’s order subject to these Terms.

2.4. Any variation to these Terms shall be inapplicable unless agreed in writing by a director of the Seller.

2.5. The Seller reserves the right at its sole discretion to reject any Buyer’s order for Product(s) and shall notify the Buyer accordingly.

3. The Price and Payment

3.1. The price charged by the Seller for a Product shall be the Seller's current price for the Product as published on the date of dispatch of the relevant Products ("Price") and the Seller shall invoice/sales receipt the Buyer accordingly.

3.2. The Seller's Prices may be altered at any time without notice to the Buyer by publication of the altered Prices in the Website.

3.3. All Prices exclude carriage, packing, insurance and VAT which shall all be due at the rate ruling on the date of the Seller's invoice/sales receipt and all such sums shall be added to invoices/sales receipts accordingly.

3.4. The Seller will require payment of the Price for the Products in full before dispatch unless previously agreed in writing with the Buyer. If the Buyer has an account with the Seller payment shall be due by the end of the month following the date of the invoice. Payment will not be deemed complete until the Seller is in receipt of cleared funds.

3.5. All queries on invoices/sales receipts must be notified to the Seller within 10 working days of the date of the invoice/sales receipt.

3.6. Without prejudice to any other rights the Seller may have against the Buyer, overdue invoices may be passed by the Seller to a third party debt collection agency, and interest shall be charged on sums overdue at a rate of (6%) above the published rate of HSBC plc to be charged daily.

4. The Products

4.1. Other than as expressly stated on the website supplied by the Seller, relating to the Products no representations are made by the Seller as to the fitness or suitability of the Products for any purpose whatsoever.

4.2. Any technical data, dimensions, weights or other specifications quoted by the Seller or shown on the website supplied by the Seller relating to the Products are a guide only, and no warranty is given or implied that the Products will conform in absolute detail to the descriptions given.

4.3. The Seller may amend specifications and withdraw Products from sale without prior notice.

5. Warranties and Liability

5.1. Subject as expressly provided in these Terms, all warranties, conditions or terms implied by statute or common law or otherwise are excluded.

5.2. Except in respect of death or personal injury caused by the Seller's negligence, or liability for defective products under the Consumer Protection Act 1987, the Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under these Terms, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other

claims for compensation whatsoever (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Products (including any delay in supplying or any failure to supply the Products in accordance with these Terms or at all) or their use or resale by the Buyer and the entire liability of the Seller under or in connection with these Terms shall not exceed the Price of the Products.

6. Delivery of the Products

6.1. Overnight deliveries to addresses in the UK may be made on request by the Buyer, subject to payment of an additional Overnight Delivery Charge in advance to the Seller.

6.2. The Seller shall not be liable to the Buyer for late delivery or delivery of the Products in numbers less than those ordered.

6.3. The Seller shall not be liable for non-delivery unless written notice is given to the Seller by the Buyer no later than 5 days after receipt of the Acceptance Notice. For the avoidance of doubt any liability of the Seller for non-delivery of the Products shall be limited to either providing the Products within a reasonable time or refunding the full purchase price, if already paid by the Buyer at the option of the Buyer.

6.4. If for any reason, the Buyer fails, or refuses to take delivery of the Products, the Buyer shall be in breach of contract and the Seller may sell or otherwise dispose of the Products (without limiting any other right or remedy of the Seller).

7. Acceptance of the Products

7.1. The Buyer shall be responsible for checking Products on delivery and must raise any issues immediately with the Seller, and nevertheless no later than 5 days after delivery

7.2. The Buyer shall be deemed to have accepted Products five days after delivery.

7.3. The Buyer must endorse the carrier's delivery notes to confirm inspection and acceptance of the Products.

7.4. After acceptance the Buyer shall not be entitled to reject Products which are not in accordance with the contract.

7.5. Where the Buyer accepts or has been deemed to have accepted any Products then the Seller shall have no liability whatever to the Buyer in respect of those Products.

8. Risk and Title

8.1. If the Buyer is unable to take delivery of the Products or the Seller is unable to deliver the Products on time due to any action or omission of the Buyer, risk in the Products shall pass to the Buyer and the Products will be deemed to have been delivered and the remainder of this section shall apply.

8.2. Risk shall pass on delivery of the Products.

8.3. The property in the Products shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the relevant Price for the Products and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.

8.4. Until such time as property in the Products passes to the Buyer, the Buyer shall hold the Products as the Seller's fiduciary agent and bailee, and shall keep the Products separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property, but the Buyer may resell or use the Products in the ordinary course of its business.

8.5. Until such time as the property in the Products passes to the Buyer (and provided the Products are still in existence and have not been resold), the Seller may at any time require the Buyer to deliver up the Products to the Seller and, if the Buyer fails to do so forthwith, enter on any premises of the Buyer or any third party where the Products are stored and repossess the Products.

8.6. The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Products which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without limiting any other right or remedy of the Seller) forthwith become due and payable.

9. Returns

9.1. As a consumer, you have the right to return products which are undamaged, unopened and with original packaging and fully marketable within 7 days prior agreement in writing of the Seller.

10. Trade Marks

10.1. In the event that the Buyer is re-selling the Products to third parties, the seller hereby grants to the Buyer a non-exclusive licence to use the Trademarks solely for the purpose of re-selling the Products and the Buyer agrees to sell the Products only under those Trade Marks.

10.2. The Buyer shall not, without the prior written consent of the Seller, alter or make any addition to the labelling or packaging of the Products displaying the Trade Marks, and shall not alter or deface in any manner or remove any reference to the Trade Marks, any reference to the Seller or the original manufacturer or any other name attached or affixed to the Products or their packaging or labelling.

10.3. The Buyer agrees not to use any name or mark similar to or capable of being confused with any of the Trade Marks or any trademarks of which the Seller is a proprietor

11. Data Protection Act 2018

11.1. The Seller may transfer information about the Buyer or its financiers, to third parties who:

(a) may use, analyse and assess information about you, including the nature of the Buyer's transactions, and exchange such information with other members of their group of companies

and others for credit or financial assessment, market research, statistical analysis, insurance claim, underwriting and training purposes and in making payments and servicing their agreement with the Seller;

(b) from time to time, may make searches of the Buyer's record at credit reference agencies where the Buyer's record with such agencies may include searches made and information given by other businesses; details of their searches will be kept by such agencies but will not be seen by other organisations that may make searches;

(c) may give information about the Buyer and its indebtedness to the following:

(i) the Seller's or their insurers for underwriting and claims purposes;

(ii) any guarantor or indemnifier of the Buyer's or Seller's obligations to enable them to assess such obligations;

(iii) their bankers or any advisers acting on their behalf;

(iv) any business to whom the Buyer's indebtedness or our arrangements with the Seller's financiers may be transferred – to facilitate such transfer.

(d) may monitor and/or record any phone calls the Buyer may have with them, for training and/or security purposes;

(e) in the event that they transfer all or any of their rights and obligations under their agreement with the Seller to a third party, may transfer information about you to enable the third party to enforce their rights or comply with the obligations, and the Buyer hereby consents to such transfer of information for the above purposes.

11.2. The Seller will provide the Buyer with details of the Seller's financiers on request, including a contact telephone number if the Buyer wants to have details of the credit reference agencies and other third parties referred to above from whom they obtain and to whom they may give information about the Buyer. The Buyer has a right to receive a copy of certain information they hold about the Buyer if it applies to them in writing. However a fee will be payable.

12. General

12.1. The benefit of this Agreement may not be assigned.

12.2. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

12.3. This contract is subject to the law of England and Wales and the Buyer agrees to submit to the non-exclusive jurisdiction of the English courts.

By placing any order on this website you are agreeing to our terms and conditions.