

TERMS OF BUSINESS AND CONDITIONS OF SALE

GENERAL. All orders are accepted and goods and services supplied subject to our current prices or quotation on the date of receipt of such orders, all goods and services sold are subject to these Conditions which shall be the sole terms and conditions of sale. The seller will use all reasonable efforts to meet delivery dates but shall not be liable to the buyer for any loss or damage, whether direct, or indirect or consequential loss if it is delayed, in whole or in part, from delivering the goods or service.

PRICES. All prices quoted are strictly, ex-works and subject to Value Added Tax at the prevailing rate. We reserve the right to change listed prices without prior notice. The purchaser warrants that any transactions are by way of trade, and thereby excluded from action under any legislation intended to protect consumer's rights.

PAYMENT. Payment by customers with an established credit account is due 30 days from date of invoice. Preferred payment method BACS. **Payment by customers without an established credit account will be issued product on payment of Proforma Invoice.**

N.B. Late Payment of Commercial Debts Regulations 2002.

In accordance with the above regulations we reserve the right to charge interest at the annual rate of 12% for each day following the date that invoices become due. Secondly we are entitled to charge compensation for late payment at a set rate depending on the size of the debt. The minimum charge applicable is £40.00, the maximum applicable is £100.00.

MARKETING MATERIAL. The information contained in any catalogues or other descriptive material, including numerical data, has been prepared only as a general guide to the products/services so described. Intending buyers and users must satisfy themselves as to the suitability and safety of the products/services for their particular purposes and duties. No responsibility is assumed for any errors in our published descriptive material. We reserve the right to alter the designs and material specifications of any products/services without prior notice.

CARRIAGE. Will be charged according to standard services and destination, unless special service is required.

INSPECTION OF GOODS. The buyer must inspect the goods at the earliest opportunity after receipt, and if no queries are raised within 3 days of delivery, will be deemed to have accepted the goods as delivered. In the event of any shortages or defects, our liability will in all circumstances be limited (at our option) to repair, replacement or credit. No contingent liabilities will be accepted.

SHORTAGES OR DAMAGE. Shortages or damages should be notified, without delay in writing to the carrier and ourselves. In case of non-delivery please notify us within 5 days of the invoice date. Where goods are supplied ex-works, the seller accepts no liability in respect of damage or loss in transit or short delivery. Except as otherwise stated in these conditions, the risk of loss or damage to the goods shall pass to the buyer upon delivery of the goods.

PRODUCT GUARANTEE. All products are guaranteed for a period of six months. It is at the discretion of FPL whether product is replaced or refund given. FPL cannot be held responsible for damage caused to products as a result of misuse. In the case of returns products will be independently tested.

INCORRECTLY ORDERED GOODS. No liability whatsoever can be accepted for incorrectly ordered goods. If we agree to accept goods for return, there will be a minimum of 20% restocking charge on the original invoiced value of the goods, provided always that they have remained in pristine condition. Our written consent must be obtained prior to any goods being returned.

PATENTS AND COPYRIGHT. Products and Services offered for sale by the Company may be the subject of patents, design rights, copyrights or other such protective devices. We reserve the copyright completely in respect of our publications and our products. No representations of them may be reproduced in any form without our prior permission.

COUNTRY OF ORIGIN. Unless otherwise confirmed in writing, nothing in our publications is to be taken as a definite representation of the source of origin, manufacture or production of the goods described.

LAW. Any contract of sale, of which these terms forms part, will be interpreted in accordance with the Law of England.

RETENTION OF TITLE. The seller remains owner of the goods and services until the price and all other sums owing by the buyer to the seller are paid in full.