

Preliminary - In these Conditions the following definitions shall apply unless the context otherwise requires: "Buyer" means the company or person to whom this quotation or acknowledgement of order is addressed, "Seller" means Fileder Filter Systems Limited, "Goods" means the goods, materials, services or work (as the circumstances shall dictate) described on the face hereof. "Trader" means a person acting for purposes relating to that person's trade, business, craft or profession, whether acting personally or through another person acting in the trader's name or on the trader's behalf. "Consumer" means an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession. Email communication is an acceptable form of documentation where "In writing" is specified. (Clause 1)

Formation of Contract - Unless otherwise agreed in writing, no orders from the Buyer will be binding on the Seller unless both received and acknowledged by the Seller in writing. The time of formation of the Contract shall therefore be when this order acknowledgement is issued in writing by the Seller to the Buyer. Verbal orders are accepted on this basis and it is the responsibility of the Buyer to review, upon receipt, the order acknowledgement with regards to product, delivery, terms and pricing and highlight any discrepancies immediately. (Clause 2)

Applicability of Conditions - Orders are accepted subject to the following conditions only. If any provision contained in the Buyer's enquiry or order shall be inconsistent with the Seller's terms and conditions, the latter shall prevail unless such provision has been specifically adopted by the Seller in writing with a document signed by a director. The mere signing by or on behalf of the Seller of any printed form supplied by the Buyer shall not constitute the specific adoption of any such provision contained therein. (Clause 3)

Confidentiality - The Buyer shall keep confidential and not disclose to any third party any designs, drawings or information (whether of a commercial or technical nature) acquired from the Seller pursuant to any tender or quotation or under the contract without the Seller's consent in writing. (Clause 4)

Prices - All prices quoted in the Seller's literature and lists are subject to alteration or withdrawal without notice. Orders are executed at prices ruling at the date of despatch of the goods. All prices are exclusive of VAT (Value Added Tax) and will be applied (where legally appropriate) at the current rate at time of purchase. (Clause 5)

Minimum Order Value - The Seller has a nett minimum order value of £30.00. A surcharge will be applied if this is not met and shown on as a separate line entry on the invoice. (Clause 6)

Packing and Carriage - Carriage is charged accordingly and, where applicable, the cost of packing cases, containers and similar items may be passed on, all of which are subject to the Seller's Terms and Conditions. (Clause 7)

Acceptance - The Company must be advised in writing by recorded delivery of any defects in the Goods as soon as they are discovered by the Buyer who shall be deemed to have accepted the Goods if they have not been rejected on or before 30 days after delivery. The Buyer shall not be entitled to reject the Goods in whole or in part thereafter, or if they have had a reasonable examination of the goods. (Clause 8)

Terms - All prices are strictly nett cash and, where monthly account applies, payment must be made no later than the end of the calendar month following that in which goods are despatched or the services completed. The seller shall be entitled to charge an additional payment of reasonable liquidated damages at an interest rate of eight per cent above the Bank of England minimum base rate for any sums not paid within the specified terms. On occasions that incorrect monies from customers have been received and a refund is requested, a nominal charge of between £20-35 (depending on value of the settlement and currency) will be applied to cover bank charges and administration costs. The goods remain the sole property of the Seller until such time they are paid for in full. If payment is not received within the agreed terms the Seller may take legal action to recover the monies owed. If the Seller uses a debt collecting agency, their fees may be passed on at no more than 15% of total debt. It is the responsibility of the Buyer to fully insure these goods to the benefit of the Seller until legal transfer of ownership is complete upon payment. If the Buyer is also the consumer, Consumer Contracts Regulations and the Consumer Rights Act 2015 apply. (Clause 9)

Payment Method - Payments are accepted via bank transfer, cheque, credit card and, in some instances, cash. Under the current Money Laundering Regulations, we are unable to accept £15,000 cash or more for a single transaction. Non-UK customers are able to use a credit card for payment of pro forma invoices or if credit account applies, and where the Buyer is within their payment terms. Foreign currency credit card payments will not be accepted for late payment without incurring a 3.5% fee. Where payment is made from foreign bank accounts Fileder may incur a charge. If the Seller receives multiple bank charges due to inefficient customer payment processing, the Seller reserves the right to pass these charges on to the Buyer. Overpayments equivalent to under £50 will be kept on the Buyer's account and will appear on monthly statements where the account is active and in a negative position. These will be written off after one year if they have not been used. (Clause 10)

Set Off and Counter Claim – If the buyer alleges that the product is of unsatisfactory quality, the buyer may not withhold payment. Instead the buyer should follow Fileder's Returns Procedure – Clause 15. (Clause 11)

Specifications – Fileder endeavours to ensure that the content of their advertising material is correct however, all specifications, drawings and particular weights and dimensions submitted by the Seller are approximate only, and the descriptions and illustrations contained in literature and other advertising matter are intended only to present a general description of the goods described therein, none of which shall form part of the contract. (Clause 12)

Materials and Tests - The Seller undertakes to endeavour to supply in accordance with specified measurements but slight deviations therefrom shall be disregarded. If the Buyer shall require any tests to be carried out on the goods (other than those specified in the Contract), such tests shall be paid for by the Buyer in addition to the contract price. Test should be agreed in writing prior to or at placement of order. (Clause 13)

Fit for Purpose - The Buyer assumes responsibility that goods stipulated by him are sufficient and suitable for his purpose unless any stipulations are in accordance with the Seller's written advice.

The Buyer must ensure that recommended products are suitable and safe for the intended use and installation environment. If the buyer is using a new product or replacement product from Fileder; the seller recommends that the product is tested cautiously to ensure that the recommended product is fit for purpose. (Clause 14)

Returns - The following clause applies only to Consumers. Consumer is defined under Clause 1. The Seller operates a stringent returns policy and, whilst Fileder is happy to assist, should a non-conformance arise, no goods under any circumstance will be accepted by the Seller unless a Return Material Authorisation number (RMA) has been obtained and is displayed clearly on the outside of return packaging. Please contact Customer Services for Fileder's RMA number. The Seller is not obliged to accept goods back due to incorrect ordering or customer overstocking. However, in some instances and by prior agreement only, the Seller will accept restocking, subject to current line of stock, within shelf life and returned at customer cost in their original / unbroken / undamaged packaging. A minimum charge will be made of 25% minimum of original invoice value. Please contact Customer Services for Fileder's Returns Policy in full. This does not affect the Buyer's statutory rights. Returns are only possible for items falling within Fileder's current product line and, those with a shelf life, must have six months plus before expiry. Where the Consumer believes a product is faulty, the Consumer has a short-term right to reject the goods of 30 days from delivery. The Consumer may request that the goods are replaced or repaired, if the Seller finds the goods to be faulty. It will be at the discretion of the Seller whether they either repair or replace the faulty good. The Seller does not have to pay for cost of carriage on return of goods. If after testing, performed by the Seller, the goods are in working order the Seller will return or dispose of the goods at the Buyer's costs and pass on any costs that they incurred in the testing, handling and administration of these rejected goods. (Clause 15:1)

This clause only applies to Traders, as defined under Clause 1. The Seller operates a stringent returns policy and, whilst Fileder is happy to assist, should a non-conformance arise, no goods under any circumstance will be accepted by the Seller unless a Return Material Authorisation number (RMA) has been obtained and is displayed clearly on the outside of return packaging. The Seller is not obliged to accept goods back due to incorrect ordering or customer overstocking. However, in some instances and by prior agreement only, the Seller will accept restocking, subject to current line of stock, within shelf life and returned at customer cost in their original / unbroken / undamaged packaging. A minimum charge will be made of 25% minimum of original invoice value. Please contact Customer Services for Fileder's Returns Policy in full. This does not affect the Buyer's statutory rights. Returns are only possible for items falling within Fileder's current product line and, those with a shelf

life, must have six months plus before expiry. In the case that the Trader believes a product is faulty, the Trader can return the goods to the Seller up to 30 days after delivery. The Trader will be required to fill in an RMA, which can be obtained from Fileder's Customer Services. If, after testing performed by the Seller, the goods are found to be in working order the Seller will return or dispose of the goods at the Buyer's costs and pass on any costs that they have incurred in the testing, handling and administration of these rejected goods. The Trader may reject the goods within the 30-day warranty period, unless they have reasonably tested the product for the defects or the defects have been highlighted to them in a clear and prominent way by the seller prior to purchase. (Clause 15:2)

Limitation of Liability - The Seller shall have no liability to the Buyer in the event of non-delivery or delay in delivery of the whole or any portion of the goods caused directly or indirectly by Act of God, weather, war, acts of Government, strikes or lockouts, fire, breakdown of machinery, non-delivery or delay in delivery by the Seller's suppliers of goods or materials required, shortage of transport, general shortage of materials and restrictions in the use of power, or any other cause beyond the Seller's complete control. In the event of any delay in delivery due to any of the aforementioned causes the time for delivery shall be extended to the extent of the delay caused. Limit of the Seller's liability on any grounds whatsoever shall in all cases be the invoice value of the goods or services and the Seller shall in no circumstances be liable for loss of profit or other consequential loss of any kind whatsoever. (Clause 16)

Conditions, Warranties and Defects Liability - In lieu of any warranty, condition or liability implied or imposed by law, the Consumer Rights Act of 2015 will apply to Consumers as defined under Clause 1

The Sale of Goods Act will apply to any warranty, condition or liability implied or imposed by law to traders. Traders are defined under Clause 1. (Clause 17)

Instalment Contracts - If the contract provides for delivery of the goods by instalments and the Buyer has failed to pay by the due date for goods already delivered under the contract, then (without prejudice to any other remedies) the Seller shall be entitled: a) to suspend further deliveries under the contract so long as the Buyer remains in arrears; b) to cancel the remainder of the contract if the default in payment shall continue for 30 days after written notice referring to this condition shall have been given by the Seller to the Buyer requiring payment and in either case without prejudice to any remedies the Seller may have against the Buyer in damages or otherwise. Each instalment shall be deemed to be the subject of a separate contract and non-delivery or delay in delivery of any instalment shall not affect the balance of the contract or entitle the Buyer to cancel the same. (Clause 18)

Indemnity - The Buyer shall indemnify the Seller against all damages, penalties, costs and expenses to which the Seller may become liable as a result of work done in accordance with the Buyer's specification which involves the infringement of any letter patent or registered design. (Clause 19)

Remedies on Default - If the Buyer shall make default in or commit a breach of the Contract or of any other of their obligations to the Seller, or if any distress or execution shall be levied upon the Buyer's property or assets, or if the Buyer shall make or offer to make any arrangement or composition with creditors, or commit any act of bankruptcy, or if any petition or receiving order in bankruptcy shall be presented or made against him, or if the Buyer is a limited company and any resolution or petition to wind up such company's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented, or if a receiver of such company's undertaking, property or assets or any part thereof shall be appointed, the Seller shall have the right forthwith to terminate any Contract then subsisting and upon written notice of such termination being posted to the Buyer's last known address any subsisting Contracts shall be deemed to have been terminated without prejudice to any claim or right the Seller may otherwise make or exercise. (Clause 20)

Contract - Notwithstanding any other provision of this agreement, nothing herein shall confer or is intended to confer a benefit on any third party for the purpose of the current Contract (Rights of Third Parties) Act or for any other purpose. (Clause 21)

Entire Agreement - Each of the parties agrees that, save in respect of statements made fraudulently, it shall have no remedy in respect of any untrue statement upon which it relied in entering this Agreement and that its only remedies shall be for breach of contract.

Applicability of Terms and Conditions - These Terms and Conditions will apply to any transaction between the Seller and the Buyer. These terms are final and cannot be superseded by the Buyer's terms and conditions.

Governing Law and Jurisdiction - These Terms and Conditions and all relating transactions are governed by English law and are subject to the non-exclusive jurisdiction of the English courts. All disputes arising under the agreement shall be subject to the jurisdiction of the English and Welsh courts. However, residents of Northern Ireland may also bring proceedings in Northern Ireland, and residents of Scotland, may also bring proceedings in Scotland. Fileder do not accept amendments to these Terms and Conditions

Appendix Notice - Every effort has been made to provide accurate information in this catalogue. However, as in all publications, the possibility exists for errors and misprints in the text. Variations in certification, compliance and recommended applications / performance may also occur depending on changes in legislation, materials and process of construction, and/or additional knowledge gained. Information in this catalogue should only be used as a general guide. The information is not represented as being exact, and, at the time of print, is produced to the best of Fileder's knowledge. © 2019

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