

As per the Filerder Terms and Conditions agreed at the point of purchase, for returns to be accepted, the Returns Material Authorisation number must be clearly displayed on the outside of the packaging. No return will be accepted without this.

In these Conditions the following definitions shall apply unless the context otherwise requires: "Buyer" means the company or person to whom this returns request is addressed, "Seller" means Filerder Filter Systems Limited/Filerder Filter Systems spółka Z.o.o, "Goods" means the Goods, materials, services or work (as the circumstances shall dictate) described on the face hereof.

1. USED PRODUCT HEALTH & SAFETY STATEMENT

By returning the Goods detailed overleaf, the Buyer hereby confirms that the returning item(s):

- a. Does not contain poisonous, corrosive, flammable, explosive, toxic or dangerous additives
- b. Is not affected by dangerous/harmful bacteria
- c. Does not pose any health and safety risk to those handling

If the Buyer is unable to confirm the above, details of the hazards, as well as supplying Safety Data Sheets where applicable and background information on application **MUST BE PROVIDED TO THE SELLER AND ACCEPTED BY THE SELLER PRIOR TO THE GOODS BEING RETURN.** The Buyer will be held liable for any health & safety breaches should this not occur.

2. UNUSED-PRODUCT

By returning the Goods detailed overleaf, the Buyer hereby confirms that the returning item(s):

- a. Hold a shelf life, where applicable, of over 6 months prior to expiry
- b. That the Goods are a current line (see www.filerder.co.uk)
- c. Product is in its original / unbroken / undamaged packaging (unless return is specifically linked to reported carrier damage)

If the Buyer is unable to confirm the above, the Buyer will be held liable for any breaches of this condition.

3. PRODUCT DISPOSAL

Should the Buyer's return be linked to an investigation / evaluation on performance, the Buyer hereby acknowledges that:

Post Seller investigation / evaluation of the Goods returned is complete, the Seller will contact the Buyer in writing to seek permission to dispose of the product or return accordingly. If a reply is not received from the Buyer after 10 working days, the Seller will presume the Buyer is in agreement for the Goods to be disposed of by the Seller in an appropriate manner. Should this incur disposal costs, the Seller will invoice the Buyer accordingly.

4. SALE OR RETURN AGREEMENT

Should the Buyer's return be linked to an official sale or return agreement, the Buyer hereby acknowledges that:

- a. In the event that the Goods are returned to the Seller within the specified trial period in a complete, re-saleable, unmarked condition and undamaged in any way together all undamaged packaging and relevant manuals or documentation, there will be no obligation to purchase the said Goods.

- b. In the event that the Goods are returned to the Seller within the specified trial period in a complete, re-saleable and unmarked condition and undamaged in any way but without (or with damaged) packaging or missing or damaged manuals or documentation, the Buyer will pay a re-stocking charge of 20% of the total cost of the Goods.
- c. The Buyer agrees that all carriage costs incurred for both delivery and return of items will be paid for by themselves.

5. GENERAL RETURNS POLICY

By returning the Goods detailed overleaf, the Buyer hereby confirms acceptance to the Seller's full terms and conditions of sale and return, located on www.fileder.co.uk.

The Seller specifically draws the Buyer's attention to:

1. The Buyer will return, at their cost, the rejected Goods
2. If inspection and testing carried out by the Seller, or other relevant parties:
 - a) confirms the Goods have a manufacturing fault within the warranty period and as per Seller's Terms and Conditions of Sale (www.fileder.co.uk), the Seller will replace or repair the Goods free of charge and credit carriage for returned Goods at a maximum pre-agreed rate as detailed below and subject to the submission of a carrier's invoice.
 - b) confirms the Goods are not faulty due to manufacturing issues, the Seller will return or dispose of the Goods at the Buyer's costs and pass on any costs incurred in the testing, handling and administration of these rejected Goods.
3. The Buyer accepts that where interim Goods have been supplied by the Seller during the rejected Goods investigation, all costs for supplying, including carriage, these interim replacements will be accepted by the Buyer should the complaint not be deemed valid by the Seller.
4. Wherever possible, the Seller will furnish a report on test results, findings and resolution.
5. Set Off and Counter Claim – It is understood by the Buyer that, under the Seller's Terms & Conditions of Sale, no monies can be withheld from the Seller in the event that the Buyer alleges that the product is of unsatisfactory quality.
6. Acceptance - The Seller must be advised in writing 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.
7. 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 6 months of shelf-life expiry and returned at customer cost in their original / unbroken / undamaged packaging. A minimum charge will be made of 25% minimum of original invoice value. This does not affect the Buyer's statutory rights.
8. The Buyer, where they are a Consumer and 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. 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.
9. 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. 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.
10. Any credits raised, will have a 12-month expiry date from date of issue.

Owner: Business Services
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