



## FLETCHER TECHNOLOGY LIMITED TERMS AND CONDITIONS OF SALE

### 1. DEFINITIONS:

- "The Company"** means Fletcher Technology Limited.  
**"The goods"** means any goods sold or offered for sale by the Company.  
**"The Customer"** means the person who buys or has agreed to buy the goods / services.  
**"The price"** means the price of the goods / services and any other charges specified by the Company in the relevant documentation.  
**"Specification"** means the technical description (if any) of the goods / services contained or referred to in the order.  
**"Order"** means the order placed by the Customer for the supply of the goods / services.  
**"The contract"** means the contract between the Company and Customer for the sale and purchase of the goods / services.

### 2. GENERAL

- (a) Every quotation given by the Company constitutes an invitation to the Customer to trade. No contract shall be made until the Company has accepted in writing an order placed by the Customer.

#### VARIATIONS

- (b) The terms and conditions herein contained shall apply to the contract and no terms or conditions stipulated by the Customer nor any other variation shall have effect unless agreed in writing by the Company

### 3. PRICE

- (a) Unless otherwise stated, the price is exclusive of Value Added Tax.  
(b) The price is based on current costs at the date of quotation. The Company reserves the right at any time prior to delivery of the goods / services to adjust the price to take account of any increase in the costs to it of materials, labour or services or of any currency fluctuations which increase the costs to it of goods / services imported into the United Kingdom and to amend any errors or omissions.

### 4. DELIVERY

- (a) Any times quoted for delivery are estimates only and the Company shall not be liable for failure to deliver within the time quoted.  
(b) Unless otherwise agreed in writing, the Company shall be entitled to make partial deliveries or deliveries by instalments and the terms and conditions herein contained shall apply to each partial delivery.

### 5. PAYMENT (U.K. ONLY)

- (a) Payment by a Customer must be made within 30 days from the date of the relevant invoice. In default of such payment the Company reserves the right  
(i) to withhold further deliveries  
(ii) to charge interest at a rate of £2 per centum compounded per calendar month on all monies due from the Customer to the Company.  
(b) Unless otherwise stated, no cash or other discount is allowed to the Customer.

### 6. RETURNS

No goods may be returned for credit without the Written consent of the Company.

### 7. CANCELLATIONS

Any order for goods / services cancelled after the day following the Company's receipt of such order shall be subject to a charge for any work already carried out.

### 8. TRANSFER OF PROPERTY

- (a) The property in the goods shall remain in the Company until the Company has received payment in full for the goods.



- (b) If the Customer (who shall in such case act on its own account and not as agent for the Company) shall sell the goods prior to making payment in full for them, the beneficial entitlement of the Company therein shall attach to the proceeds of such sale or to the claim for such proceeds.
- (c) So long as the property in the goods remains in the Company, the Company shall have the right, without prejudice to the obligation of the Customer to purchase the goods, to retake possession of the goods (and for that purpose to go upon any Premises occupied by the Customer).
- (d) The Company may maintain any action for the price notwithstanding that property in the goods may not have passed to the Customer.

## 9. EXCLUSION OF LIABILITY

- a) The Company shall be under no liability of whatsoever kind howsoever caused whether or not due to the negligence or wilful default of the Company or its servants or agents arising out of or in connection with the goods. All conditions warranties or other terms, whether express or implied, statutory or otherwise, are hereby expressly excluded provided that nothing in this paragraph shall exclude or restrict any liability of the Company for death or personal injury resulting from the negligence of the Company or its servants or agents.
- b) If it should be held in relation to any claim that paragraph (a) above is not effective, the Customer shall not be entitled to reject the goods / services and any damages recovered by the Customer shall be limited to the reasonable cost of remedying the breach of contract provided that the Company shall first be afforded the opportunity of itself carrying out such remedial work.
- c) Except where the contract is an international supply contract having the characteristics specified in Section 26 of the Unfair Contract Terms Act 1977, nothing contained in this Condition shall exclude or restrict:-
  - (i) any liability of the Company for breach of its implied undertakings as to title, and
  - (ii) where the Customer deals as consumer within the meaning of the Unfair Contract Terms Act 1977, any liability of the Company for breach of its implied undertakings as to conformity of the goods with description or sample or as to their quality or fitness for a particular purpose.

## 10. FORCE MAJEURE

The Company shall not be under any liability of whatsoever kind for non-performance in whole or in part of its obligations under the contract due to causes beyond the control either of the Company or of the Company's suppliers including, but not limited to, acts of God, acts of the Customer or a third party, war, sabotage, insurrection, government regulations, embargoes, strikes, labour disputes, illness, flood, fire, tempest, delay in delivery to the Company or the Company's suppliers or shortage of any goods or materials. In any such event, the Company may, without liability, cancel or vary the terms of the contract inducing but not limited to, extending the time for performing the contract for a period at least equal to the time lost by reason of such event.

## 11. BREACH AND FINANCIAL CONDITIONS

- a) If any of the Customer's obligations to the Company are not fulfilled or if the Customer's financial condition at the time does not, in the Company's unfettered judgement, justify continuance of the contract on the terms of payment specified, the Company may, without prejudice to any other rights it may have to cancel any outstanding order or suspend any deliveries or manufacture of any of the goods / services unless the Customer makes such payment for any of the goods / services ordered as the Company may require.
- b) If an order is so cancelled or suspended by the Company or if an order is cancelled or suspended by the Customer, the Customer shall indemnify the Company on demand against all losses (including loss of profit) costs (including the costs of all labour and materials used and overheads incurred) damages charges and expenses arising out of the order and the cancellation or suspension thereof (the Company giving credit for the value of any such materials sold or utilised for other purposes).

## 12. INDEMNITY

The Customer shall comply with all instructions of the Company and all legislation in relation to the use, processing, storage and sale of the goods / services and shall indemnify the Company against any cost, claim, demand, expenses or liability which the Company may incur arising out of or in connection with such use, processing, storage or sale.

## 13. INDUSTRIAL PROPERTY RIGHTS

If any claim shall arise alleging that the sale, use of any other dealing with goods / services infringes trade marks, trade names, patents, copyrights, registered designs or any other industrial property rights of third parties, the



Customer shall forthwith notify the Company thereof and give every assistance to the Company in connection with such claim as the Company may reasonably require and shall not itself handle, deal with or compromise any such claim except with the written consent of the Company

#### 14. NOTICES

Any notice to be given hereunder shall be in writing and shall be deemed to have been duly given if sent or delivered to the party concerned at its last known address.

#### 15. ASSIGNMENT

The Customer shall not assign or transfer or purport to assign or transfer the contract or the benefit thereof to any person.

#### 16. SUB-CONTRACTS

The Company reserves the right to subcontract the Performance of the contract or any part thereof.

#### 17. PROPER LAW AND JURISDICTION

The contract shall be governed by and construed in accordance with English Law and the Courts of England shall have jurisdiction to hear all disputes arising in connection with the contract.

#### 18. FORMER CONDITIONS

These conditions replace all former Conditions of Sale issued by the Company.

#### 19. CONFLICT

In the event of any conflict of conditions, these conditions shall prevail except to the extent that any departure therefrom is to be agreed in writing.

#### 20. HEADINGS

The headings of these Conditions are for convenience only and shall have no effect on the interpretation of the conditions.

## Website specific terms

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upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; threaten or harm minors in any way; "stalk" or otherwise harass another; impersonate any person or entity, including, but not limited to, a Fletcher Technology representative, or falsely state or otherwise misrepresent your affiliation with a person or entity; forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;

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