

TERMS AND CONDITIONS OF SALE

1. APPLICATION

These Terms and Conditions shall apply to the purchase of the goods ("Goods") or services ("Services") detailed above by you ("Buyer") from Amazon Filters Limited ("Seller") registered in England (registered no. 01318147) of Albany Park Estate, Frimley Road, Camberley, Surrey, GU16 7PG. No other terms and conditions shall apply to the sale of the Goods or Services unless agreed upon in writing between the Buyer and Seller.

2. VALIDITY OF QUOTATION.

Without prejudice to Clause 3 below, unless previously amended or withdrawn the Seller's quotation is valid for the period stated within it or where no period is stated, for 30 days after the date of the quotation.

3. ORDER

All orders to the Seller shall be made by the Buyer in writing and be accompanied by sufficient information to enable the Seller to proceed with the order if accepted. All orders are subject to acceptance by the Seller and no contract shall exist until such acceptance has been issued by the Seller to the Buyer.

4. REPRESENTATIONS

- 4.1 Any and all representations whether in writing or verbally made by or given on behalf of the Seller are expressly excluded from the quotation unless referred to within it. No modification or waiver of this Clause shall be effective unless it is acknowledged in writing by the Seller.
- 4.2 All specifications, drawings, performance data and particulars of weights and dimensions submitted with the Seller's quotation are approximate only and the description and illustrations contained in the Seller's catalogue, price lists and other advertisement matter are intended merely to present a general idea of the Goods described within the quotation, and none of these shall form part of the contract.

5. PRICE AND PAYMENT

- 5.1 The Prices are Ex Works and credit payment terms are 30 days from invoice date, subject to any alternative credit status of the Buyer at time of order.
- 5.2 Any increase in the cost of the Goods to the Seller due to any factor beyond the Seller's control including, but not limited to, Brexit, material costs, labour costs, alteration of exchange rates or duties, or changes to delivery rates, shall be reflected in the invoice in accordance with the Seller's right to increase the Price prior to delivery.
- 5.3 In the event of variation or suspension of work at the Buyer's instructions or in the event of lack of instructions, the contract price shall be adjusted accordingly.
- 5.4 If within 14 days after the date of notification that the Goods are ready for despatch:
 - 5.4.1 the Seller does not receive forwarding instructions sufficient to enable it to despatch the Goods; or
 - 5.4.2 the Buyer has not taken or accepted actual delivery of the Goods;
 - 5.4.3 the Seller may, arrange for storage on the Buyer's behalf and all charges for storage, for insurance or for demurrage shall be payable by the Buyer, or,
 - 5.4.4 resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Buyer for any excess over the price of the Goods or charge the Buyer for any shortfall below the price of the Goods.
- 5.5 Any increase in the Price under Clause 5.2 shall only take place upon the Seller informing the Buyer of the increase in writing.
- 5.6 The Price is exclusive of fees for packaging and transportation / delivery.
- 5.7 The Price is exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.
- 5.8 Time for payment is of the essence of the Contract between the Seller and the Buyer. If the Buyer fails to make payment within the period in Clause 5.1, the Seller may suspend any further deliveries to the Buyer and charge the Buyer interest at the rate of 1% above the Bank of England base rate per month on the amount outstanding until payment is received in full.
- 5.9 The seller shall apply stage payment terms on orders which exceed £50,000 in value (or equivalent if payment in other currencies) for bespoke manufactured goods. The following terms shall apply:
 - 30% payable at order date. AFL will invoice on receipt of the Purchase Order, payment due upon receipt of invoice.
 - 50% payable when available for delivery. For phased deliveries invoice dates are to be agreed between the seller and buyer. Payment due upon receipt of invoice.
 - 20% based on standard payments terms following despatch date.

6. TEST

The Seller's products are carefully inspected and submitted to our standard tests before despatch. It is the Buyer's responsibility to ensure the Goods supplied are not used outside their operating parameters as defined in the installation instructions.

7. DAMAGE OR LOSS IN TRANSIT

- 7.1 The Buyer is under a duty to inspect the Goods on delivery or collection.
- 7.2 If the Goods cannot be examined, the carrier note or such other note as appropriate must be marked "not examined".
- 7.3 If the Buyer identifies any damage or shortages it must inform the Seller in writing within 3 days of delivery, providing details of the alleged damage or shortage. The Seller shall not be liable if the Buyer fails to provide such notice.
- 7.4 The Seller must be permitted to inspect the affected Goods before the Buyer uses, alters or modifies them in any way.
- 7.5 Subject to the Buyer's compliance with this Clause 7 and the Seller's agreement with any alleged damage or shortages, the Seller shall make good any and all damage and shortages within a reasonable time.
- 7.6 The Seller shall be under no liability for and shall not indemnify the Buyer against any matters arising from damage or shortages.
- 7.7 In the case of loss in transit or delay in delivery, notification in writing shall be sent to the Seller and the carrier by the Buyer within 14 days of the date of the advice note. "Not examined" signatures do not relieve the Buyer of this liability and the Seller shall not be responsible for any claim or claims if the Buyer fails to comply with this Clause 7.

8. DELIVERY

Time is not of the essence and any timings quoted for despatch are to be taken from the date the Seller is in receipt of a written order to proceed and of all necessary information to enable the Seller to undertake the work in hand. If certified drawings are called for, the delivery time will run from the date on which the Seller receives the drawings back duly approved.

9. RISK AND TITLE

- 9.1 Risk of damage to or loss of the Goods shall pass to the Buyer either when the Goods are delivered to the Buyer or when the Seller notifies the Buyer that the Goods are ready for collection.
- 9.2 Legal and beneficial title in the Goods shall not pass to the Buyer until the Seller has received, in cash or cleared funds, payment in full of the price.
- 9.3 The Seller reserves the right to repossess any Goods in which the Seller retains legal and beneficial title if full payment is not received in accordance with Clause 5. In the event of such repossession the Buyer shall deliver the Goods in which legal and beneficial title has not passed to the Seller at its own cost.
- 9.4 The Buyer's right to possession of the Goods in which the Seller retains legal and beneficial title shall terminate if:
 - 9.4.1 The Buyer commits a material breach of its obligations under these Terms and Conditions;
 - 9.4.2 the Buyer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;
 - 9.4.3 the Buyer enters into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or
 - 9.4.4 the Buyer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertakings or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Buyer, notice of intention to appoint an administrator is given by the Buyer or any of its directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer.

10. WARRANTY

- 10.1 The Seller undertakes to repair or replace, at the Seller's sole discretion, free of charge any part or parts of the Goods developing defects through faulty workmanship or materials within a period of 12 months from the date of delivery provided always that in respect of any and all parts or components not of the Seller's manufacture the Buyer shall be entitled only to such warranty or warranties which the Seller has received from the supplier(s) of such parts but not to the extent that it imposes on the third party supplier a liability greater than that imposed on the Seller.
- 10.2 The Seller shall not be liable for defects arising out of normal wear and tear, the Buyer's failure to follow any instructions given by the Seller, misuse or alteration of the goods, negligence, wilful damage or any other act of the Buyer, its employees, agents or any other third party.

11. LIABILITY

- 11.1 Subject to these Terms and Conditions and except where the Buyer is purchasing the Goods as a consumer, all warranties, conditions or other terms implied by statute or common law (save for those implied by Section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.
- 11.2 The Seller shall not be liable for any loss or damages of any nature, direct or indirect, including any loss of profits or consequential damages suffered or incurred by the Buyer for whatever reason.
- 11.3 The exclusions of liability contained within this Clause 11 shall not exclude or limit the liability of the Seller:
 - 11.3.1 for death or personal injury caused by the Seller's negligence;
 - 11.3.2 for any matter for which it would be illegal for the Seller to exclude or limit its liability;
 - 11.3.3 for fraud or fraudulent misrepresentation; and
 - 11.3.4 defective products under the Consumer Protection Act 1987.

12. NOTICES

- 12.1 All notices required to be given to the Seller shall be given in writing addressed to the Seller's registered offices at Albany Park Estate, Frimley Road, Camberley, Surrey, GU16 7PG.
- 12.2 The provisions of this Clause 12 shall not apply to the service of any proceedings or other documents in any legal action.

13. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

14. NO WAIVER

No waiver by the Seller of any breach of these Terms and Conditions by the Buyer shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15. SEVERANCE

In the event that one or more of these Terms and Conditions is found to be illegal, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (which shall remain valid and enforceable).

16. LAW AND JURISDICTION

- 16.1 These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England.
- 16.2 Any dispute, controversy, proceedings or claims between the Seller and the Buyer relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England.
- 16.3 All disputes must in the first instance be referred to officers of the companies of Buyer and Seller to attempt to resolve amicably.

17. RETURNS

The Seller makes most Goods specifically to customer orders and holds stock of a limited range only, therefore any returns of unwanted or incorrectly ordered Goods are solely at the Seller's discretion and will be subject to a restocking charge.

18. INTELLECTUAL PROPERTY

All rights, title, and interest in any drawings, specifications, or other documents provided by the Seller to the Buyer in performance of the order or supplied any time before or after rest solely with Seller, who grants Buyer the rights to use solely for purposes of selection, installation, and operation of the Goods.

19. ANTI-BRIBERY

The Seller is committed to applying the highest standards of ethical conduct and integrity in its business activities in the UK and overseas. The Seller will not conduct business with service providers, agents or representatives that do not support the organisation's anti-bribery objectives. The Seller reserves the right to terminate its contractual arrangements with any third parties acting for, or on behalf of, the organisation with immediate effect where there is evidence that they have committed acts of bribery.

20. LIMITATION OF SCOPE OF SUPPLY

The seller offers drawing(s) for approval for bespoke product offerings once a firm purchase order is placed. The buyer can make comments for review which may require a revision on the first version of the drawing(s). The seller has allowed for two such opportunities for the buyer to make comments on the drawings. If the buyer requests any further revisions to the design which warrant new drawings after the second revision, the seller shall make a reasonable assessment of this request and may present the buyer with additional charges to cover for the revisions before proceeding with the work