

FILOFORM UK LIMITED**Standard Terms and Conditions**

1. **Formation of Contract**
- 1.1 Any order placed by any purchaser ("the Customer") shall constitute an offer to Contract subject to the conditions ("the Conditions") and unless expressly agreed in writing with FILOFORM UK LTD no addition to, or variation from, these conditions shall apply. The term "Goods" means any or all of the products supplied to the Customer in accordance with the Customer's Order.
- 1.2 A quotation by FILOFORM UK LTD is not an offer.
- 1.3 FILOFORM UK LTD's acceptance of an Order shall be effective only when acknowledged on FILOFORM UK LTD printed order acknowledgement form.
- 1.4 The Customer shall be responsible for ensuring the accuracy of the terms of any order it submits to FILOFORM UK LTD.
2. **Delivery**
- 2.1 Deliver shall be affected by the despatch of the goods to or collection by the Customer.
- 2.2 Every reasonable effort shall be made to meet estimated delivery dates but FILOFORM UK LTD shall not accept any liability whatsoever resulting from delay or failure in delivery. The Customer shall be deemed to have accepted the Goods on delivery unless the Customer rejects the Goods in writing within five working days of delivery.
3. **Property in the Goods**
- 3.1 Title to the Goods shall remain with FILOFORM UK LTD and shall not pass to the Customer until payment in full for the same has been received by FILOFORM UK LTD. Until that time FILOFORM UK LTD shall have the right to enter the Customer's premises and retake, or sell or deal with all or any of the Goods in which remains vested in FILOFORM UK LTD. The Customer shall store such Goods in such a way that they can be recognised as FILOFORM UK LTD's property.
- 3.2 Risk of damage to or loss of the Goods shall pass to the Customer on delivery and until such time as title in the Goods has passed to the Customer, the Customer shall insure Goods to their replacement value.
4. **Payment**
- 4.1 Provided FILOFORM UK LTD has granted credit facilities to the Customer payment is due thirty days from the date of invoice. In the absence of credit facilities having been granted by FILOFORM UK LTD payment shall be made by the Customer in advance.
- 4.2 If the Customer fails to make any payment on the due date then, without prejudice to any other remedy available to FILOFORM UK LTD, FILOFORM UK LTD shall be entitled to:-
 - (i) cancel the contract or suspend any further deliveries to the Customer
 - (ii) charge the Customer interest on the amount unpaid at the rate of 4% above Barclays Bank base rate from the time to time from the date of repayment of the purchase price was due until the date FILOFORM UK LTD receives full payment.
5. **Customer Default**
- If the Customer shall become bankrupt or insolvent or go into liquidation or commit or commit any breach of its commitments to FILOFORM UK LTD then FILOFORM UK LTD shall have the right to terminate the Contract forthwith and to immediate payment for any deliveries already made.
6. **Cancellation and Rescheduling of Orders**
- FILOFORM UK LTD will only consider the cancellation or rescheduling of delivery dates of orders if the Customer gives FILOFORM UK LTD written notice more than seven days prior to the scheduled delivery date. In the event of cancellation FILOFORM UK LTD shall be entitled to claim an amount equal to five per cent of the value of the order for re-stocking costs.
7. **Warranty and Limitation of Liability**
- 7.1 FILOFORM UK LTD warrants that Goods delivered under this Contract are as described in the Customer's Order. All other warranties representations conditions or other terms of whatever nature, in relation to the goods or this Contracts are hereby excluded to the maximum extent permitted by law.
- 7.2 If, within 12 months after delivery of the Goods the Goods prove faulty and are returned properly packaged to FILOFORM UK LTD promptly upon discovery of such fault, FILOFORM UK LTD shall, if satisfied that the Goods are faulty, repair or at its replace them without charge. This provision shall not apply to Goods that have been misused.
- 7.3 FILOFORM UK LTD shall not in any circumstances be liable under the Contract for any loss of profits goodwill or any type of special indirect or consequential loss suffered by the Customer even if such loss was reasonably foreseeable or FILOFORM UK LTD had been advise of the possibility of the Customer incurring the same.
- 7.4 FILOFORM UK LTD's entire liability under the Contract shall be limited to (a) in the case of faulty Goods, repairing or replacing the same in accordance with clause 7.2 and (b) in any other case, the purchase price of the Goods.
8. **Third Party Rights**
- 8.1 FILOFORM UK LTD shall have no liability to the Customer in the event of the Goods infringing or being alleged to infringe the rights of any third party.
- 8.2 The Customer shall notify FILOFORM UK LTD forthwith of any claims made by a third party. FILOFORM UK LTD shall conduct any such proceedings in such manner as it shall determine. The Customer shall provide all such reasonable assistance as FILOFORM UK LTD my request.
9. **Force Majeure**
- 9.1 FILOFORM UK LTD shall not be liable for any failure or delays in meeting any of its obligations under the Contract which were due to Force Majeure.
- 9.2 For the purposes of this condition, Force Majeure means fire, explosion, flood, lightning, Act of God, Act of terrorism, war, riot, official strike or labour dispute.
10. **Law**
- The proper law governing these Conditions shall be English Law and the parties hereby submit to the jurisdiction of the English Courts.

Carriage: Inclusive on all orders exceeding £200.00 net value

Payment Terms: As agreed with each individual customer account.

Note: Due to continuous product development and specifications are subject to change without prior notice. All orders accepted are subject to our standard conditions of sale (copy on application).