



Valves Online Limited

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Terms and Conditions

Our terms and conditions apply to the use of any Valves Online or SELECT website. By accessing this Website and/or placing an online order you agree to be bound by the terms and conditions set out below.

1.1) Any contract entered into with **Valves Online Limited** (known for the purposes of these Conditions as the "**Company**") comprises the Company's quotation and acceptance and is made on these conditions.

1.2) These terms and conditions exclude all other terms and conditions subject to any rights and liabilities imposed by statute or otherwise. All additions thereto and variations thereof shall be of no effect unless agreed to by a director of the Company in writing.

No other employee, representative, agent has authority to vary alter or amend the conditions in any way whatsoever.

1.3) These Conditions of Sale are deemed to be included in every Contract of Sale entered into by the Company for delivery of goods, unless expressly excluded or varied in writing, signed on behalf of the Company.

2.1) Any quotation given is to be taken only as referring to the quantity and type of product specified in the quotation.

2.2) All goods are supplied under our Stockist Certification. However, not all these goods are obtained from sources with third Party Certification in their own right.

2.3) In the event of the Customer not requiring all the goods in an order to be supplied within a period of 1 (one) month and in the event of the Company agreeing to supply for a long period then the Company reserves the right to increase the quoted price in respect of the whole of the order.

3.1) The prices quoted are provisional only and may be amended by the Company at any time before delivery of the goods or before execution of any work, without prior notice, if the costs thereof should rise

between date of quotation and the date of delivery or in the event of any variation in the cost of material, labour, transport or other overheads between the date of the quotation and the completion of the work. When goods are sold without prior quotation they will be charged for at the Company's prices ruling at the time of dispatch.

3.2) All carriage charges are additional to prices quoted unless agreed in writing by the Company.

3.3) Value Added Tax will be charged separately at the current UK rate. Should the VAT Tax rate alter between quotation and delivery the revised rate of VAT will apply.

For Company's ordering from abroad VAT will be charged for unless excluded by HMRC. Valid proof of VAT registration must be provided.

4.1) The Company shall be entitled to invoice the Customer for the price of goods on or at any time after delivery.

4.2) Goods for collection will be invoiced on the day collection has been agreed, irrespective of actual collection occurring on or after that agreed date. The invoice date is final, collection is the responsibility of the purchaser, late collection will not affect or extend the payment due date.

4.3) Payment is to be 30 days following month end for account holders, unless otherwise expressly agreed in writing. Extended payment terms may be agreed following evaluation and can only be authorised in writing by a Director of the company.

Under no circumstances are extended payment terms accepted without prior agreement.

5.1) In the event of late payment, at the Companies discretion, the Company shall have the right to make a surcharge in respect of allowing credit to the customer between the date of delivery and the date of payment, charges will be made in accordance with current legislation. In each such case the amount of the surcharge shall be separately invoiced.

5.2) The risk in the goods shall pass to the Customer on delivery but full legal and equitable ownership shall remain in the Company until payment in full has been made of amount outstanding to the Company. Until the Company is paid in full or all amounts owed by the Customer in respect of this or any other agreement the relationship of the Company to the Customer shall be fiduciary in respect of the products themselves or further goods in which the goods are incorporated or used and if the same are sold by the Customer the Company shall have the right to trace the proceeds of sale.

Any such sale must be made on proper commercial terms and in the ordinary course of business and on the basis that the Customer holds the proceeds of sale on trust for the Company.

Until payment in full the Customer shall clearly identify the goods as being the property of the Company.

5.3) If the Customer makes default in any payment or becomes insolvent or subject as debtor to the operations of the Bankruptcy Laws the Company may at its option without notice to the Customer withhold or cancel further deliveries, enter upon the premises of the Customer or that of its agent to retake possession of any goods the ownership of which remain with the Company and shall retain a lien for any amount outstanding on any goods the property of the Customer which may remain in the possession of the Company or its agents.

5.4) No order which has been accepted by the Company may be cancelled by the Customer except with the agreement in writing of the Company and on the terms that the Customer shall indemnify the Company in full against all loss (including loss of profits), costs (including the cost of all labour and materials used) damages, charges and expenses incurred to the Company as a result of the cancellation. In addition a general handling charge of 25% may be levied against order cancellations or returns where the company is not at fault.

6.1) The Company undertakes to use its best endeavours to execute orders and to effect delivery within the agreed and reasonable timescales. No liability will be accepted by the company for any charges for losses incurred due to late delivery, all delivery timescales are estimates.

6.2) The Company shall not be liable for any failure to perform any part of the agreement if performance has been delayed, hindered or prevented by any circumstance whatsoever which is not within the control of the Company and is not preventable by reasonable diligence on its part and without prejudice to the generality of the foregoing the Company shall not be liable for failure to comply with any orders or request

of any national, provincial, regional or local authority or any other person purporting to act as such or for any delays caused by strikes, lock-outs, Act of God or other event beyond their control.

If the Company is at any time delayed, hindered or prevented from delivering in full or in part the whole or part of the work undertaken by the Company, by circumstance whatsoever which is not within the control of the Company and is not preventable by reasonable diligence on its part the Company shall be at liberty to withhold, suspend or reduce deliveries hereunder to such an extent as is reasonable in all these circumstances.

The Customer shall thereupon be liable for rateable proportion of the prices agreed to be paid.

6.3) Delivery of the Goods shall be made at the address stated on the Order or an address as notified to the Company by the Customer. The Company will endeavour to deliver the Goods on the date requested by the Customer but the Company does not accept liability if delivery is delayed beyond the quoted delivery date. Deliveries to residential addresses may be subject to surcharges as imposed by our nominated haulier.

6.4) All Goods supplied against the Order shall (unless otherwise directed by the Company) be delivered, together with a requisite Packing List for the purpose of checking the goods, by the Company to the Customers works, or other agreed address. In all cases a delivery note and Certificate of Conformity will be sent by email unless otherwise requested in writing by the customer.

The Delivery Note is intended as the primary document used for receiving and checking a delivery, the Packing List serves as a secondary document that can be used in the event of a Delivery Note not being received.

Each delivery must be accepted by a duly authorised representative of the Company, who will provide the Customers Freight Company with signatory proof of acceptance. Copies of proof of delivery are available on request.

Deliveries may be made to a third party address and must be requested by the customer in writing before dispatch. All third party addresses must be suitable to receive a delivery.

The company will not be liable for any costs or damages incurred due to the third parties not being able to receive the delivery for any reason.

6.5) All claims against the Company for loss or damage in transit of any delivered goods shall be notified in writing to the Company with 48 (forty-eight) hours of receipt of the Goods. Damaged goods must be signed for as that on receipt. Failure to do so will result in any claim being rejected.

Unless the Company is at fault all claims are subject to acceptance of the Companies counter claim against the carrier, in the event of the Companies claim being rejected the Company reserves the right to reject any Customers claim.

6.6) In the event of a non-delivery of a consignment or any separate packages forming part of the consignment the Company should be notified within 10 (ten) days of the date of dispatch. Knowing acceptance of an incorrectly dispatched order without notifying the Company may result in charges being made in respect of the goods.

6.7) Returns may be subject to a 30% handling charge. Where appropriate the Customer will be advised beforehand when such charges affect them.

6.8) The Customer confirms that he has not expressly or by implication made known to the Company the purpose for which the goods are being purchased and does not rely on the Company's skill or judgment. On that basis, the Company shall not be liable to the Customer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract with the Customer, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with

the supply of the goods or their use or resale by the Buyer, except as expressly provided in these conditions.

7) Unless otherwise stated in writing and signed by a director the Company shall not be liable for any recommendations, advice, opinion or statement given or made by the Company, its servants, agents or representatives or by the manufacturer or any products sold or supplied by the Company.

8) Where drawings, artwork or any kind of graphics/photos are displayed on the company's websites it is forbidden that any reproduction of these are undertaken, in addition the Customer shall indemnify the Company against any claims made against the Company in respect of such designs or wording.

9) Where goods are manufactured by the Company, drawings or printed component specifications and/ or Artwork, having been instructed to do so by the Customer, the Company accepts no liability as to the components suitability for the purpose for which they are required.

10) The Customer shall indemnify the Company against any claims made against the Company for infringement of patent right or copyright arising with respect to any item or design supplied by the Customer to the Company.

11) If Goods sold by the Company are found by the Customer to be defective due to any alleged fault in manufacture, within 1 (one) month after the date of delivery to the Customer, the allegedly defective Goods should be returned to the Company, for inspection, together with particulars of the date and number of the original order, a full description of the nature of the alleged defect together with details of working conditions and service schedule.

Where Goods have been supplied but not manufactured by the Company such Goods will be sent back to the original manufacturer for inspection.

Where Goods, following inspection, are proven to be faulty they will be replaced free of charge. Such replacement will depend on current stock availability and/ or lead times to obtain a replacement component.

The company reserves the right to re-work any non-standard material made to customer request in the event of a fault or conformance issue.

Non-standard items may not be returned without prior written consent from a Director or appointed representative of the company.

Non-conformance does not constitute the immediate right to return goods for credit nor does acceptance of the material back in to our warehouse.

12) The Company accepts no liability for product failure due to improper use or where a product is not suitable for the application it has been used for.

13) The Company recommends all product selection be undertaken by its technical staff and accepts no liability for online product selection by the Customer.

14) The Company accepts no liability for any loss, damage or injury suffered by neither the Customer nor other persons, arising from the original purchase of a defective component, the time it takes to establish the origins of the defect nor any subsequent time taken to obtain and replace the defective component. Storage handling resale or use of goods purchased from the Company and any condition or warranty implied by section 10 to 14 inclusive of The Sale Of goods Act 1979 and any such condition of warranty expressed or implied not stated herein (save as to title) is hereby excluded.

14.1) The Company accepts no liability for any loss, damage or injury incurred as a result of using any technical data offered by the company.

All datasheets are offered as a reference point only and should be independently verified before being used to determine product suitability. All technical data is offered in good faith and is subject to change at any time and without notice.

15) Where materials are supplied/returned by the Customer then they should meet all Health and Safety requirements (including COSHH).

16) The Customer shall not alter the formula of any product or the design of any item to be supplied by it without the prior written consent of the Company.

17) All complaints of any kind must be made in writing to the Company and shall be made within 48 (forty-eight) hours of delivery of Goods. Submission of the complaint shall not be a reason for non- payment or any delay in payment by the Customer.

18) The Company reserves the rights to terminate any contract of sale or suspend delivery of goods without incurring any liability to the purchaser.

a) If compelled to do so by reasons beyond the company's control e.g. breakdown of plant, non- availability or dislocation in the supply of materials, fuel, power or service, fire accident or industrial dispute.

b) Failure by purchaser to pay any outstanding sums by the due date.

c) If the purchaser shall have taken any action with respect to winding up, bankruptcy, appointments of a Receiver of Manager or a compromise with creditors.

19) If at any time any one or more of the provisions of these conditions becomes invalid, illegal or unenforceable in any respect under any law, the validity and enforceability of the remaining provisions shall not be affected or impaired thereby.

20) These terms shall in all respects be construed and have effect according to English law and any dispute or difference arising between the Company and the Customer arising from this contract shall on applicable of either party be referred to a single arbitrator in accordance with the provision of the Arbitration Act 1950 or any statutory modifications thereof.

21) Under the terms of the Data Protection Act 1998 the Company advises that data regarding any business between the Company and its Customers will be transferred to our Financiers for the purpose of the Company obtaining Sales Ledger Finance.

22) Data Protection - You consent to the computer storage and processing of your personal data by us in connection with this Agreement and to the transmission of this data across the company and its business partners for the purposes of our legitimate interests including statistical analysis, marketing of our services and credit control. If you breach this Agreement, your personal data may be disclosed or passed to third parties to the extent necessary to assist recovery procedures.

I agree to the above for and on behalf of:

Company: -

Date: -

Name and Capacity: -

Signed:-