

SPIRAFIX LIMITED - TERMS & CONDITIONS OF SALE

1. DEFINITIONS

"Seller" means Spirafix Limited located at Unit 5C Old Airfield Site, Upper Holton, Halesworth, Suffolk UK, company registration number 2760390, VAT No. 595 3755 90.;

"Buyer" means the individual or organisation that buys or agrees to buy the Goods from the Seller;

"Quotation" means the prices and quantities of goods;

"Contract" means the contract between the Seller and the Buyer for the sale and purchase of Goods incorporating these Terms and Conditions;

"Goods" means the articles that the Buyer agrees to buy from the Seller;

"Terms and Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller;

"Consumer" means any customer as defined in section 12 of the Unfair Contract Terms Act 1977;

"Force Majeure Event" means any circumstances beyond the Sellers reasonable control, including (but not limited to) accidents, flood, fire, natural disasters, industrial disputes, as a result of which the Goods are unavailable;

"Order" means the Buyer's request to purchase any Goods from the Seller;

"Price" means that amount quoted in the Seller's current price list from time to time plus delivery costs and any applicable Value Added Tax or other taxes or duties;

"Quotation" means the provision by the Seller to the Buyer in writing of details such as prices, cost of delivery, delivery time etc. for Goods such that the Buyer can place an Order with the Seller;

"Order Confirmation" means the acceptance of an Order by the Seller to purchase Goods by the Buyer, which will be issued in writing and delivered to the Buyer either by mail or electronic means (fax or email).

2. CONDITIONS

Nothing in these Terms and Conditions shall either affect the Buyer's statutory rights as a Consumer or as a Buyer for Goods on Ebay.

These Terms and Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer and shall prevail over any other documentation or communication from the Buyer.

Placement of an Order by the Buyer for Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Terms and Conditions.

3. QUOTATIONS

A quotation provided by the Seller to the Buyer has a maximum validity of 30 days from the date of the quotation, unless stipulated otherwise in the quotation.

An order from the Buyer shall be deemed to be accepted subject to these conditions and the express terms of the quotation and no qualification or condition contained for quotation, order or other communication from the Buyer shall form any term of the contract unless expressly accepted in writing by the Seller.

The Seller is entitled to refuse any order placed by the Buyer that does not comply with the terms laid out in the Seller's Quotation.

4. ORDERING

All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Terms and Conditions and are subject to acceptance by the Seller. The Seller may choose not to accept an order for any reason.

An Order Confirmation will be raised by the Seller upon receipt of the Buyer's order to confirm acceptance of the order and to confirm the details contained in the relevant quotation.

All orders are accepted subject to the Buyer's credit worthiness as determined by the Seller. The Seller may at its sole discretion, limit, change, modify or cancel the credit of the Buyer both as to time and amount and the Seller reserves the right to cancel any orders placed by the Buyer or refuse or delay shipment if the Buyer's account is overdue, disputed, or fails to meet payment terms or the credit or financial requirements established by the Seller from time to time. Such cancellation, refusal or delay or part shipment shall not constitute termination or breach of any order or agreement or contract by the Seller. The Seller will be not be held responsible for any loss, damage or consequential loss suffered by the buyer.

Orders placed for Goods that are to the Buyer's personal specifications and which therefore cannot be sold to a third party by the Seller, cannot be cancelled once an Order Confirmation has been sent by the Seller.

5. PRICES

Unless otherwise agreed in writing the prices charged will be those ruling at the date of order acceptance. The price stated is in UK£ sterling and is ex. Seller's works, exclusive of VAT, and other taxes, levies and charges of sensitive nature and of carriage, insurance, packaging, freight and installation charges.

The Seller reserves the right to adjust the prices and specifications of any Goods advertised.

The Seller also reserves the right to withdraw Goods from sale at any time.

6. DELIVERY

Goods from stock, subject to demand, will be despatched within one working day.

Where the Goods ordered by the Buyer are not available from stock the Buyer shall be notified and given the option to either wait until the Goods are available from stock or cancel the order and, if paid for, receive a full refund within 7 days.

7. PAYMENT

Payment for Goods purchased by Consumers will be by credit or charge card through the Paypal system, cheque, postal order, or cash if collected from the Seller's premises. All cheques must be in UK£ and drawn on a United Kingdom bank. Goods will not be despatched until payment has been received in the Seller's bank account.

For Buyers holding accounts, unless otherwise agreed in writing in the contract of sale, all invoices are payable to the Seller within 30 days from the date of invoice. Interest on overdue accounts shall be payable at the rate of 4% over the Lloyds TSB Bank plc base rate to run from the due date of payments until receipt of the full amount. The Seller reserves the right to cancel or withhold or suspend the delivery of any further Goods and any other performance by the Seller and terminate all or any part of the contract and any unfulfilled contract with the Buyer. Upon commencement of any proceedings or in which the Buyer's insolvency arises, payments shall become immediately due.

8. TITLE

Legal ownership & title of the Goods supplied by the Seller to the Buyer shall remain vested in the Seller until the Goods are paid for in full and any of the monies due from the Buyer to the Seller have been paid. The Buyer as bailee until then holds the Goods safe in good order and stores separately from its other Goods. The Seller during this period has the right to remove them from the Buyer & dispose of them at the Seller's discretion. Should the Buyer have passed the Goods in part or whole to a third party, this will be deemed to have been done as the Seller's agent only and any monies recovered by the Buyer in respect of such Goods shall be held in trust for the Seller until all monies due to the Seller are paid. Upon the commission of an act of bankruptcy the immediate right to possession of Goods shall forthwith revert in the Seller and all costs occasioned in the said recovery of Goods shall be paid by the Buyer.

9. CANCELLATION AND RETURNS

If you are contracting as a Consumer, you may cancel a Contract at any time within seven working days (the "Cancellation Period"), beginning on the day after you received the Goods. In this case, you will receive a full refund of the price paid for the Goods.

For non-Consumer purchases, with the Seller's prior consent in writing, the Buyer can return Goods, carriage paid and insured, for credit, provided such Goods are unused and are in original manufacturers packaging, within 30 days from the date of invoice. A minimum restocking charge of 15% will be made. Any Goods supplied

as a special order can neither be cancelled nor returned for credit.

10. WARRANTY

The Seller warrants that the Goods will be fit for purpose for the application that they were designed for, provided the Goods have been installed in accordance with the Seller's instructions.

11. LIMITATION OF LIABILITY

Except as may be implied by law where the Buyer is dealing as a Consumer, in the event of any breach of these Terms and Conditions by the Seller the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the Price of the Goods and the Seller shall under no circumstances be liable for any indirect, incidental or consequential loss or damage whatever.

Nothing in these Terms and Conditions shall exclude or limit the liability of the Seller for death or personal injury resulting from the negligence of the Seller or that of the Seller's agents or employees.

12. WAIVER & SEVERANCE

No waiver by the Seller (whether express or implied) in enforcing any of its rights under this contract shall prejudice the Seller's rights to do so in the future.

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

13. FORCE MAJEURE

The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations.

14. INTELLECTUAL PROPERTY RIGHTS

The Buyer will not do, or permit to be done, anything that may detrimentally affect the Seller's copyright, design rights, trade marks or any other intellectual property rights in the Goods.

15. CHANGES TO TERMS AND CONDITIONS

The Seller shall be entitled to alter these Terms and Conditions at any time, but this right shall not affect the existing Terms and Conditions accepted by the Buyer upon making a purchase.

16. GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.