

Standard Conditions of Sale

1. DEFINITIONS

1.1 The definitions stated in this Condition apply in these Conditions.

Company: The Filter Design Company Ltd.

Buyer: The person, firm or company placing an order with the Company.

Goods: The goods, articles and materials which are to be supplied by the Company and shall include accessories and services specified.

Contract: Any contract howsoever made for the Goods between the Company and the Buyer and shall incorporate the Quotation, and these Conditions and receipt of the Goods by the Buyer shall be deemed to be conclusive proof that the Buyer has accepted these Conditions.

1.2 Words in the singular include the plural and words in the plural include the singular.

1.3 Condition headings do not affect the interpretation of the Conditions.

2. ACCEPTANCE OF CONTRACT

The Contract is made only when the Company acknowledges in writing the Buyer's order. The Buyer hereby acknowledges that these Conditions apply to the Contract and replace conditions (if any) which may be printed on the Buyer's documentation and any previous terms are superseded.

3. VARIATIONS

No variation of the Contract terms shall be allowed unless such variation is specifically agreed in writing by the Company prior to confirmation of the Buyer's order. Any documentation purporting to add to or vary the Quotation or Conditions after the Contract is made shall be of no effect unless specifically agreed by both parties in writing.

4. DELIVERY/DELAY/ACCEPTANCE OF GOODS

The place of delivery shall be 'Ex Works' (EXW) the Company's place of business unless otherwise quoted. Risk in the Goods passes to the Buyer on delivery. Delivery dates are given in good faith but are not guaranteed. Time is not of the essence and the Company shall be under no liability for any loss or damage arising directly or indirectly out of late delivery. Subject to Inc warranties hereinafter contained, the Buyer shall be deemed to have accepted the Goods as

Tel: +44 (0) 1942 290080

Company Registration No: 5424418
VAT Registration No: 861 7844 92

© Copyright

The Filter Design Company Ltd
1A Millfield Lane
Haydock
St Helens
WA11 9TW
United Kingdom

THE FILTER DESIGN COMPANY

Everyone Deserves Clean Air

being in conformity with the Contract and shall be bound to pay for them unless written notice of defect or shortage is given within 3 days of delivery.

5. CARRIAGE

The Buyer shall be responsible for the Goods and any risk loss or damage thereto and insurance thereof from the commencement of dispatch or shipment (which shall be ex works the Company's premises unless agreed otherwise in writing). The Buyer shall insure the Goods to their full value against loss or damage and maintain such insurance until the Company has been paid. Where the Quotation includes carriage prior to delivery, the Company will repair or replace free of charge Goods damaged in transit provided the carrier or the Company receive written notification of such damage within three days of delivery. But not otherwise, and provided nothing has been done or left undone by the Buyer which might invalidate any claim against the carrier.

6. STORAGE

If the Buyer does not make appropriate arrangements to accept delivery within seven days after the date of notification that the Goods are ready for dispatch, then the Buyer must arrange and pay for storage and in default the company may arrange storage at Buyers expense without prejudice of the terms of payment. If the company's storage facilities permit, it will store the Goods at a charge of one pound per square foot per week until the Goods are dispatched and which shall be paid for as if they have been dispatch.

7. PRICE/PAYMENT

7.1 Prices and stage payments are as stated in the Quotation or if not quoted will be those prevailing at the date of despatch of the Goods.

7.2 Unless this quotation specifies otherwise, payment shall be 30 days net from the date of invoice. Such invoice is deemed to have been delivered two days after the date thereon.

7.3 Where it is agreed that the Contract is to be or may be fulfilled by stage payments or deliveries then payment for each shall be invoiced separately. If a stage payment becomes overdue then the whole balance shall become due without prejudice to any other rights hereunder.

7.4 If the Buyer fails punctually to comply with the terms as to payment the Company shall be entitled to interest on any amount overdue at the rate of 4% per annum above the base lending rate of Lloyds Bank Plc from time to time applicable.

7.5 Prices are exclusive of VAT unless otherwise stated and the money of account is Sterling UK unless otherwise agreed.

Tel: +44 (0) 1942 290080

Company Registration No: 5424418
VAT Registration No: 861 7844 92

© Copyright

The Filter Design Company Ltd
1A Millfield Lane
Haydock
St Helens
WA11 9TW
United Kingdom

THE FILTER DESIGN COMPANY

Everyone Deserves Clean Air

7.6 Should the Buyer cancel the contract for reasons other than specified elsewhere in these Standard Conditions of Sale, the amount due for payment will be the higher of the deposit or the work done at the time of the cancellation.

8. TAXES

The amount of any and all taxes or other governmental charges upon the production shipment or sale of the Goods shall be added to the price and paid by the Buyer.

9. WARRANTIES

9.1 The Company will free of charge make good by repair, or at its option by the supply of a replacement. defects which upon delivery or under conditions of proper use appear in the Goods manufactured by it and which arise solely from faulty materials or workmanship of the Company provided that the Goods are returned carriage paid to the Company's place of business within 3 months after the date of delivery by the Company. If inspection by the Company does not disclose a defect within the terms of the warranty the Company's regular charges will be payable. No claim will be accepted for expenditure in altering or repairing any Goods nor for any consequent loss or damage, without prior written approval of the Company.

9.2 The Company's liability under this clause is in lieu of any warranty or conditions implied by law as to the quality or fitness or suitability for any particular purpose or merchantable quality or condition of the Goods and except as provided in this clause the Company shall not be under any liability whether In contract tort or otherwise in respect of defects in the Goods or packaging thereof or for any injury damage or loss resulting from such defects or from any work done in connection therewith.

9.3 The Buyer shall be responsible for ascertaining if the Goods are suitable for the purpose required.

9.4 Without prejudice to the generality of the foregoing the Company shall not be liable for:

- (i) Any economic or consequential loss or damage or loss of profit or production suffered by the Buyer or third parties;
- (ii) Any damages in excess of the total price of the Contract;
- (iii) Any loss or damage against which it is customary in the trade for the Buyer to insure against.

9.5 In the event of the Company supplying Goods not manufactured by it such goods equipment products will only carry such warranty as is provided by the manufacturer and no further liability therefore shall apply to the Company.

Tel: +44 (0) 1942 290080

Company Registration No: 5424418
VAT Registration No: 861 7844 92

© Copyright

The Filter Design Company Ltd
1A Millfield Lane
Haydock
St Helens
WA11 9TW
United Kingdom

THE FILTER DESIGN COMPANY

Everyone Deserves Clean Air

9.6 Nothing in the above sub-clauses is intended to reduce or limit the minimum Strict liability in respect of the Goods imposed by statute on the Company arising out of death or injury to persons or otherwise and accordingly the above sub-clauses shall be applied and interpreted subject to this provision.

10. PROPERTY IN GOODS

10.1 The property in the Goods shall remain in the Company until such time as the Company has been paid in full for the Goods and until all other outstanding accounts due from the Buyer to the company have been paid in full.

10.2 Whilst the Goods are being stored awaiting sale or further processing or where they have been processed but remain identifiable and capable of severance the Buyer shall label or distinguish them or shall maintain records in such manner as the Goods can be identified as having been supplied by the Company.

10.3 If the Buyer shall default in making due payments or (i) if an administrative receiver or administrator is appointed over any of the assets or undertaking of the Buyer or (ii) if a liquidator is appointed or (iii) if a winding-up order is made against the Buyer or (iv) if the Buyer goes into voluntary liquidation or calls a meeting of or makes an arrangement or composition with creditors or (v) upon the commencement of any act or proceeding in which the buyers insolvency or (vi) if distress or execution is threatened or levied on the Goods the Company shall be entitled without prior notice to enter upon any premises of the Buyer (or of a third party holding the Goods on its behalf) to repossess and remove or at the Company's election to label mark or list the Goods.

11. INDEMNITY

11.1 The Buyer will indemnify the Company against all claims, costs and expenses resulting from any infringement of any patents, registered trademarks or trade names or infringement is due to designs or specifications stipulated by the Buyer

11.2 Without prejudice to 11.1 above the Company reserves the right to cease work on any order being carried out if it should have reason to believe that the Goods are subject to an infringement claim, in which case the property in the work done shall not pass to the Buyer (except at the Company's discretion) and the Company shall be entitled to be paid for work done and materials supplied.

12. DESIGNS AND DRAWINGS

Where designs are prepared by the Company for the Buyer, acceptance of the Contract by the Company is conditional upon such designs having been previously approved in writing by the

Tel: +44 (0) 1942 290080

Company Registration No: 5424418
VAT Registration No: 861 7844 92

© Copyright

The Filter Design Company Ltd
1A Millfield Lane
Haydock
St Helens
WA11 9TW
United Kingdom

THE FILTER DESIGN COMPANY

Everyone Deserves Clean Air

Buyer and where the Goods are manufactured to designs submitted by the Buyer. the Company undertakes to provide them in strict conformity with such designs but accepts no responsibility in either case for functions or purpose of the Goods. Designs, drawings, photographic images and other media prepared by the Company remain the property of the Company, unless such variation is specifically agreed in writing by the Company prior to confirmation of the Buyers order. The Company reserves the right to use such media for marketing and other purposes.

13. TESTING

If the Buyer requires to test or to inspect the Goods before delivery the Company reserves the right to stipulate the venue and all expenses shall be paid by the Buyer. An adequate supply of suitable materials for proving and testing purposes must be supplied by the Buyer. If after seven days' notice that the Company is to proceed with the tests there is delay on the part of the Buyer or its representatives in supplying me materials or in attending such tests. payment shall be deemed to be due as if the tests have been completed and dispatch has been made.

14. LIEN

Without prejudice to any other rights and remedies which the Company may have under the Contract, the Company shall in respect of all debts of the Buyer to the Company have a general lien on all goods and property belonging to me Buyer in the Company's possession (whether worked on or not) and shall be entitled upon the expiration of fourteen days' notice to the Buyer, to dispose of such goods or property as it thinks fit and to apply any proceeds of sale thereof towards the payment of such debts.

15. BREACH OF CONTRACT

In the event of the Buyer for any reason whatsoever failing within two calendar months either to effect any payment which may be due or remedy any other breach of contract after receiving notice from the Company requesting such breach to be remedied, then the Company may without prejudice to any other rights be entitled forthwith to suspend performance of or terminate the Contract and the Buyer shall be responsible for the payment of all work done and services rendered to the date of termination regardless of whether the Buyer has received benefit. The Buyer shall pay to the Company at the Contract rate lot all work done materials used and goods delivered up to and including the date of termination and shall in addition indemnify the Company against any resulting loss, damage or expense incurred by the Company in connection with the supply or non-performance of the Contract including the cost of any material, plant or tools used or intended to be used therefor and the cost of labour and other overheads including a percentage in respect of profit.

Tel: +44 (0) 1942 290080

Company Registration No: 5424418
VAT Registration No: 861 7844 92

© Copyright

The Filter Design Company Ltd
1A Millfield Lane
Haydock
St Helens
WA11 9TW
United Kingdom

THE FILTER DESIGN COMPANY

Everyone Deserves Clean Air

16. ASSIGNMENT

Any contract made on the basis of these Conditions cannot be assigned without the written consent of both parties.

17. LAW OF CONTRACT

Any contract made on the basis of these Conditions and all matters arising therefrom shall be construed and take effect according to the English Law and any actions shall be tried in English Courts, or (if the parties agree) any dispute or difference or any kind whatsoever which arises or occurs between the parties in relation to any thing or matter arising under out of or in connection with this agreement shall be referred to arbitration under the Arbitration Rules of Inc Chartered Institute of Arbitrators.

Tel: +44 (0) 1942 290080

Company Registration No: 5424418
VAT Registration No: 861 7844 92

© Copyright

The Filter Design Company Ltd
1A Millfield Lane
Haydock
St Helens
WA11 9TW
United Kingdom