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## Conditions of Sale

**Terms**: All quotations and discounts are given and all orders are accepted by Bristol Fluid System Technologies Limited ("the seller") in accordance with the following terms and conditions only. The placing of any order by the buyer, orally or in writing, shall constitute an offer to purchase by the buyer and the seller effected as and when the buyer's offer is accepted by the seller, whether orally or by the issuance of its written confirmation of order or delivery note/packing slip and upon such acceptance as aforesaid these terms and conditions will cancel and supersede all previous conditions of sale of the seller and shall apply to the exclusion of any terms and conditions which the buyer may purport to impose unless by the specific agreement of the seller in writing.

**Prices & Validity**: Prices (quoted or published) are based on manufacturers prices, freight duty where applicable and insurance charges at the date of the offer. Prices quoted exclude VAT. The right is reserved to amend accidental errors and or admissions on quotations or invoices. Prices quoted are valid for 30 days from the date of quotation unless stated to the contrary. If an order differs in quantity to that shown on the appropriate quotation the discounts may vary. All deliveries quoted by the seller are subject to prior sale.

**Carriage**: Unless stated to the contrary, prices stated do not include packing and delivery, which will be charged extra.

**Return Policies**: All items supplied on the buyers order number will/have been factory/distributor sealed to maintain product cleanliness. To preserve our strict policy of only shipping quality products and along with our Quality Assurance procedures any items that have been opened or damaged cannot be returned for credit. Standard price list items may at our discretion be returned for credit less a minimum 20% restocking charge. Any product descriptions prefixed \* are non-price list items and are therefore non-cancellable and non-returnable.

All product returns are subject to prior approval and inspection from our Customer Service Department. Goods will not be accepted back and therefore credit will not be issued if any returns are received more than 90 days after their despatch date. Additional policies may relate to any integrated services work. Contact us for details.

**Claims**: All claims and shortages must be reported to our Customer Service Department within 10 days of the delivery/packing slip issue date.

**Delivery & Risk**: Where goods are delivered by the seller's transport, delivery shall be deemed to take place at the point of despatch of the goods from the seller's vehicle. In all other instances delivery shall be deemed to take place when the goods are despatched from the sellers premises. Responsibility for and risk in the goods shall pass to the buyer upon delivery.

**Passing of Property**: Ownership of and title to the goods shall not pass to the buyer until the whole price for such goods (inclusive of VAT) has been paid by the buyer to the seller, notwithstanding delivery of the goods to the buyer or any other provision of these conditions.

**Payment**: It is an essential condition of sale that the buyer shall pay for the goods at the price stated on the sellers quotation(s)/invoice(s) plus VAT and freight (as applicable) within 30 days of the invoice issue date or within a timescale mutually agreed in writing between the seller and the buyer if the buyers trading practices are such that the 30 day payment date cannot be met.

Where buyer has agreed to collect goods from seller's premises, goods will be invoiced on the same day as goods made available for collection irrespective of whether they have been collected. Seller will provide written confirmation to buyer of the date goods will be available for collection.

Where an invoice remains unpaid further orders may not be despatched until overdue amounts are received.

**Quality Assurance**: All goods supplied by the seller are only supplied through our quality system registration if they are included in the scope of registration, copies of which are available upon request. Furthermore, goods are supplied from quality assured sources as defined by the National Stockist Scheme unless marked at time of despatch by one of the code letters detailed below: -

A – Goods obtained from a source other than above. This should in no way be taken to infer that the goods are not of the required quality or otherwise unfit for purpose.

B – Goods processed, other than cutting to size and repackaging.

Law: English Law shall govern any contract.