



**CONTROLLING  
PRESSURE & VACUUM**

unit 13 april court, sybron way, jarvis  
brook, crowborough, east sussex, tn6 3dz  
t: 01892 669939 f: 01892 669594  
e: info@ftipv.com [www.ftipv.com](http://www.ftipv.com)

## **Terms and Conditions of Sale**

**F.T.I. Ltd ("the Company") only supply goods and services ("Goods") on these terms and conditions ("the Terms"), unless expressly set out in a written quotation, order acknowledgement or in contract correspondence signed by a director of the Company. These terms are important and should be studied carefully.**

### **1 The Contract**


- 1.1 Our contract with you our customer will be on the terms described in this document and no others. They apply to the exclusion of any implied terms and of any terms which you seek to incorporate in the contract in any manner save as stated above.
- 1.2 If you want us to accept a term of yours, or to accept responsibility in a particular respect, or if you wish to rely on a representation we have made, please seek our express agreement to that as stated above. That means express written agreement, signed by a director of the Company and referring expressly to these terms of sale. An apparent acceptance by you of a quotation of ours is effective as such, whether or not it refers to differing standard terms. You must indemnify us against any consequence of your seeking to rely on any contractual terms, any statement, understanding or representation which is not contractually agreed as set out in the bold type above. For purposes of this Section 1, written agreement can be communicated by post or fax save that we never accept small print terms communicated by fax on grounds of uncertain legibility. Our delivery of goods or acknowledgement of order, against order stationery of yours, does not imply acceptance of any different terms of yours.
- 1.3 We will only be contractually bound to you when you accept our quotation or we send our formal order acknowledgement in response to your order.

### **2 Price and Payment**


- 2.1 The price of the Goods will be that expressly agreed or, if none, according to the published price list at the date of invoice. We may invoice you as soon as the Goods are available for delivery and the price will be payable in Sterling unless otherwise specified.
- 2.2 A written quotation from us is open for acceptance within 30 days of the date of the quotation unless previously withdrawn. After this date our quotation will be deemed to have been withdrawn and you cannot rely upon it.
- 2.3 Unless otherwise agreed in writing all prices quoted by us are ex-works Crowborough, East Sussex exclusive of all charges for carriage, packaging, insurance and of any applicable Value Added Tax.
- 2.4 Unless otherwise agreed the terms for payment shall be 30 days from date of invoice. The company reserves the right to charge interest at the rate of 2% per month on all monies outstanding after the due date of payment.

### **3 Delivery and Risk**

- 3.1 Delivery of the Goods will be made ex-works at Crowborough, East Sussex on the date that you have been notified they will be ready for collection or despatch. Any dates given for delivery are approximate only and time will not be of the essence unless previously agreed by us in writing.
- 3.2 Where the Goods are to be delivered in instalments, each delivery will constitute a separate contract and if we fail to deliver any one or more of the instalments or you make any claim in respect of one of more of the instalments you will not be entitled to treat the contract as a whole as repudiated.
- 3.3 The company will not be liable for any loss or damage howsoever arising out of delay in delivery.
- 3.4 If delivery cannot be effected at the times stated for delivery by reason of your fault we may, without prejudice to any right or remedy available to us:

- 
- 3.4.1 store the Goods until actual delivery and charge you the reasonable costs (including insurance) of any storage; or
  - 3.4.2 sell the Goods at the best price readily obtainable and after deducting all reasonable storage and selling expenses, account to you or charge you for any shortfall between the price we obtain and the contract price.
  - 3.5 Risk of damage to or loss of the Goods will pass to you from the moment of delivery. Property and ownership in them will pass to you only when full and unconditional payments of all monies due have been received. Until the property has passed to you we will retain title to the Goods and you will hold the Goods as our fiduciary agent, keeping them properly stored, protected, insured and identified as our property.
  - 3.6 Until the Goods have been paid for in accordance with clause 2 we will be entitled at any time to require that you return the Goods and, if you do not immediately do so, you will give us free access to any site owned or occupied by you to recover them immediately.
  - 3.7 If you are in default of any obligations to make payment to us under any other contract between us all sums due from you will immediately become due and payable.

#### **4 Guarantee – Catalogue Items**

- 4.1 We guarantee that any items of Goods sold ex-catalogue will meet all our published technical specifications for those items and will be reasonably suitable for the general applications of those items. We also guarantee that, subject to suitable installation and use, their utilisation will not break UK regulatory requirements.
  - 4.2 We may have discussed with you your particular intended application of these items. Please note that unless we give you written advice, under signature of a director of our Company, with express reference to Goods which you then buy from us (in which case we accept liability for negligence for that advice, limited as stated below) any advice from us is not given with a view to your relying on it rather than on the advice of your expert machinery or technical designer and we accept no liability at all should that advice prove inappropriate.
- 




## **5 Guarantee – Goods made to customer specification**

- 5.1 If we supply items of Goods which are not standard, current catalogue items and are supplied to your express specification we guarantee that those items will be in accordance, so far as technically possible, with the technical specification expressly agreed with you.
- 5.2 It is your sole responsibility to ensure that, where we supply items of Goods in accordance with clause 5.1 above, those Goods will not breach any laws, regulations, property rights (including intellectual property rights) or other rights of any other person by reason of your design or specification for them. You will indemnify us against all loss, liability, costs, claims, damages and expenses awarded against or incurred by us in consequence of any such breach.

**You have sole responsibility for the appropriateness of your design or specification for it's intended use and we accept no liability for any comment or advice which we offer to you in that connection.**

## **6 Warranties and Liabilities**

- 6.1 Save as expressly provided by the Terms we promise that the quantity, quality, description and any specification for the Goods will be those set out in our quotation or order acknowledgement.
  - 6.2 You will be solely responsible for any loss, damage or injury suffered by us or any other person entering one of your sites at your request, unless loss is as a result of our negligence or breach of contract. We enter into this agreement as agent for our employees and other persons so affected but only in relation to this clause.
  - 6.3 You will indemnify us and keep us indemnified immediately upon our written demand against any costs, claims, expenses or liability arising from any risk for which you are responsible under this Contract.
  - 6.4 As soon as reasonably practical after the Goods have been received by you and in any event twenty one days of the date of receipt of them you will inspect and test them. Any claim in respect of the Goods must be made to us in writing within thirty days of the date you receive them.
  - 6.5 If a valid claim is made by you in respect of the promises we make under clauses 4, 5 and 6 we will, provided that the Goods involved are first returned to us for inspection, replace or rectify those Goods (or the part in question) supplied by us which are defective or do not comply with their specification, free of charge or, at our sole discretion, refund to you the price of the Goods in question (or a proportionate part of the price) and will have no further liability to you.
  - 6.6 If you fail to comply with any obligation under the contract you will not be entitled to reject the Goods and we will have no liability for any defect or failure. You will be bound to pay the price as if the Goods had been delivered in accordance with contract.
  - 6.7 We will not be liable to you or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform, any of our obligations in relation to the Goods if the delay or failure was due to a cause beyond our reasonable control.
  - 6.8 Subject to the express provisions of the contract Law of England shall govern all warranties, conditions or other terms and the parties hereto shall submit to the jurisdiction of the English Courts.
  - 6.9 Except in respect of death or personal injury caused by our negligence, or as expressly provided in these Terms, we will not be liable to you 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 of sale of the Goods, for loss of profit, contracts or goodwill, or any special or any consequential loss of damage, costs, expenses or other claims for consequential compensation whatever (and whether caused by our negligence, our employees, agents or otherwise) which arise out of or in connection with the supply of the Goods, their use or resale.
- 



## **7 Termination**

- 7.1 We may suspend performance of, or cancel the Contract without any liability to you if you breach the terms of this contract.
- 7.2 The contract may be terminated if you make any voluntary arrangement with your creditors or (being an individual or firm) become bankrupt or (being a company) become subject to an administration order or go into liquidation, save where the purpose of such liquidation is of amalgamation or reconstruction: or
- 7.2.1 an encumbrancer takes possession, or a receiver is appointed, of any of your property or assets; or
- 7.2.2 you stop or threaten to stop carrying on business; or
- 7.2.3 we reasonably believe that any of the events mentioned above are about to occur and notify you accordingly.


## **8 Set-Off**

- 8.1 Neither party to this contract will have a right of set-off.

## **9 General**

- 9.1 No waiver by us of any breach of Contract by you will be considered as a waiver of any subsequent breach of the same or of any other provisions or of the provision itself.
- 9.2 If any of the terms of the Contract conflict with or contradict each other the terms will over-ride each other in the following order of priority:
- 1) Correspondence signed by a director of the Company
  - 2) Our order acknowledgement
  - 3) Our written quotation
  - 4) These terms and conditions
- 9.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question will not be affected. Every provision is agreed to be severable from every other.
- 9.4 The laws of England will govern the Contract and the parties hereto shall submit to the jurisdiction of the English courts.

To: FTI Ltd  
Unit 13 April Court, Sybron Way, Jarvis Brook,  
Crowborough, East Sussex, TN6 3DZ.





10 ATTN: CREDIT CONTROLLER

I/we request you to open a credit account in the name of:

.....  
.....  
.....

Telephone No:

Fax No:

Date Company First Registered

Registration No:

I/we give below the names and addresses of referees to whom the customary trade enquiries may be made.

I/we accept your Condition of Sale, in particular points 7 & 8 as under:

10.1 TERMS OF PAYMENT. All accounts are for settlement strictly within 30 days from the date of invoice. Fixed penalties and interest on overdue payment will be levied under the terms of The Late Payment of Commercial Debts (interest) Act 1998 and any subsequent amendments in force at the invoice date. Trade and/or bankers references are required from customers desiring to open an account.

10.2 OWNERSHIP OF GOODS.

10.2.1 Unit payment in full for any goods supplied is made by the customer the ownership both legal and beneficial of such goods shall remain with FTI Ltd. whose ownership of any property in the goods shall subsist until payment is made.

10.2.2 If payment in full for any goods supplied is not made by the customer on the due date or an encumbrancer takes possession or a receiver is appointed or a Winding Up petition is presented or notice given of a resolution to wind up the customer or the customer is unable to pay its debts then the Company shall be forthwith entitled to recover possession of any goods supplied which shall be promptly returned by the customer.

10.2.3 The risk in goods supplied to the customer shall pass to the customer on delivery.

EXPECTED MAXIMUM AMOUNT OF CREDIT REQUIRED £.....

Signature.....Position.....  
(Partner, Director, Authorised Signatory)

Date.....(NB if Partnership, all partners should sign.)





11 BANKERS

Name.....

Address.....

TRADE REFERENCES

1) Name.....Tel no.....

Address.....

Email Address.....

TRADE REFERENCES

2) Name.....Tel no.....

Address.....

Email Address.....

N.B. TRADE REFEREES SHOULD BE IN A POSITION TO SPEAK FOR A CREDIT FIGURE COMPARABLE WITH THAT STATED ABOVE.

