

# **STANDARD TRADING TERMS AND CONDITIONS**

## **Future Technologies Ltd Trading Terms and Conditions**

### **1) TERMS AND CONDITIONS**

On this page the terms and conditions on which we sell our products and services to you (under the law of England and Wales). These terms and no others apply, even if we receive your order form with different terms and conditions.

### **2) ASSIGNMENT OF CONTRACT**

We may at any time assign the contract and the benefit of these terms to any company which is within the same group of companies as us or which is a company associated with PROVIDED THAT assignee covenants to perform our obligations under the contract.

### **3) ORDERS**

We will accept only a written order from you. A legally binding contract is made only when we accept your written order by sending or otherwise transmitting to you an "Order Acknowledgement". After we have sent or otherwise transmitted the "Order Acknowledgement" to you, you are not entitled to change or cancel your order.

### **4) PAYMENT**

Customers with credit accounts automatically receive a 10% discount, which is included in all quotations/orders. We have agreed to sell the goods to you at the discounted price on the strict understanding that you pay for them within 30 days after the date on your invoice. If you don't you will have to pay in addition the difference between the discounted price and the non-discounted price (with VAT) within 7 days after the date of a second, loss of discount invoice.

### **5) TITLE OF OWNERSHIP**

The goods belong to us until you have paid for them, but they are at your risk from the date that they are delivered to you. If you don't pay for the goods (or for the loss of discount) on time, we shall be entitled to decline to supply any other good or services that have been ordered but not delivered, and may collect from you those which have not been paid for. In this event we reserve the right to dispose of the goods and pursue you for the remaining monies.

### **6) REJECTION/RETURN OF GOODS**

If you want to reject the goods because they are not in accordance with the contract, you must tell us within two working days after they are delivered to you. If the goods are returned (either under this clause or because we have exercised our discretion allowing you to return them) you must follow our instructions as to their return. Any goods returned are at your risk in transit.

### **7) PREVENTION/DELAYS IN SUPPLY**

If we are prevented from or delayed in supplying goods or services which you have ordered by things that are outside of our reasonable control we shall not be liable to you.

### **8) WAIVER OF CONTRACT**

If on any occasion you are not held strictly to these terms, we shall still be entitled to rely on them later if we wish.

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### **9) RECEIPT OF GOODS**

If the order fails to arrive you must let us know within two working days after the date of dispatch as appears on the invoice. If you don't you will not be entitled to make any claim to us for the failure of the goods to arrive. A clear signature on a carrier's advice sheet will signify receipt of the quantity of packages indicated on the advice sheet.

### **10) GOODS RECEIVED**

If the goods you receive from us are not in accordance with the contract for any reason we

(a) Will

- i. make good any shortage,
- ii. replace any goods that are not of the type or specification,
- iii. replace any goods that we are satisfied are defective or (by our choice) in each refund a proportionate part of the price,

(b) And

- i. our liability for breach of contract or otherwise shall not exceed the price,
- ii. we shall not be liable for any direct or indirect loss suffered by you (or for the loss of anyone to whom you are liable),

(c) But we are not allowed to restrict or exclude our liability:-

- i. our negligence which causes death or personal injury or
- ii. Your statutory rights if you are a "consumer" (see the Unfair Contract Terms Act 1977).