

EMCEL Filters Limited
TERMS AND CONDITIONS OF SALE

Between:

EMCEL FILTERS LIMITED (Company Number 00586725) of Blatchford Road, Horsham, West Sussex, RH13 5RA (“the Company”) And “the Buyer”. The Seller shall sell and the Buyer (as defined overleaf) shall buy the Goods in accordance with the Terms and Conditions (“the Conditions”) are the terms on which EMCEL Filters Limited (“the Company”) sells to other businesses and supersede all other terms and conditions issued by the Company.

The following terms and conditions (“the Conditions”) are the terms on which EMCEL Filters Limited (“the Company”) sells to other businesses and supersede all other terms and conditions used by the Company.

1. Orders, price and payment

- 1.1 No contract shall come into existence until the Company confirms the order for Goods in writing.
- 1.2 The price (exclusive of VAT) for the Goods (“the Price”) shall be the quoted price of the Company. Quotes are valid for 30 days. Payment of the Price shall be made within 30 days of the date (“the Due Date”) of the invoice for the Goods and time shall be of the essence for payment.
- 1.3 The Price is subject to the addition of carriage and packing charges unless otherwise agreed in writing by the Company. Prices are exclusive of V.A.T. and are based on raw materials and labour costs current at the date of contract and if, before delivery of all the products, there occurs any increase in any way of such costs, the Company shall be entitled to increase the price payable in respect of products which have not been delivered to take account of such variations.
- 1.4 If the Price is not paid by the Due Date the Buyer will be liable to an additional payment of interest which shall accrue both before and after any court judgment on the unpaid portion of the Price at the rate of eight per cent above the base rate from time to time of Barclays Bank PLC .
- 1.5 Any cancellation of any order by the Buyer must be in writing, and agreed as cancelled also in writing by the Company. In case of any cancellation, the Buyer may be released from its obligations under the contract after payment of a sum calculate on a quantum meruit basis to allow for the work carried out.

2. Goods

The description and quantity of the Goods to be sold (“the Goods”) shall be as set out in the quotation provided by the Company to the Buyer (“the Quotation”).

3. Delivery

- 3.1 The Company shall deliver the Goods to the Buyer’s address and on the date as both are shown on the Quotation. Time shall not be of the essence for delivery. The Buyer shall make all necessary arrangements to take delivery of the Goods on the day notified by the Company for delivery. Where the Goods are collected from the Company’s premises they shall be collected within 2 working days. Delivery shall take place at the point of collection.
- 3.2 In the event that delivery is delayed or the carrier is unable to effect delivery for any reason, the Buyer is unable to accept delivery at the time when the goods are due and ready for delivery, the Company may, at its discretion, store the goods (but at the Buyer's risk) and the Buyer shall be liable to the Company for the reasonable cost of its so doing.

4. Acceptance

The Company must be advised in writing by recorded delivery of any defects in the Goods as soon as they are discovered by the Buyer who shall be deemed to have accepted the Goods if they have not been rejected on or before the fourth day after delivery. The Buyer shall not be entitled to reject the Goods in whole or in part thereafter.

5. Title and risk

- 5.1 Risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery.
- 5.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the title in the Goods shall not pass to the Buyer until the Company has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Company to the Buyer for which payment is then due.
- 5.3 Until such time as the title in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Company's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Company's.
- 5.4 Until such time as the title in the Goods passes to the Buyer, the Company shall be entitled at any time to require the Buyer to deliver up the Goods to the Company and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
- 5.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Company, but if the Buyer does so all moneys owing by the Buyer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.

6. Limitation of liability

- 6.1 Nothing in these Conditions shall limit or exclude the Company's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
 - (d) defective products under the Consumer Protection Act 1987; or
 - (e) any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.
- 6.2 Subject to clause 6.1:
- (a) the Company shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
 - (b) the Company's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total price of the Goods under the Contract.

7. Set off and counterclaim

The buyer may not withhold payment of any invoice or other amount due to the Company by reason of any right of set-off or counterclaim which the buyer may have or allege to have or for any reason whatsoever.

8. Force majeure

The Company shall not be liable for any default due to any circumstance beyond the reasonable control of the Company including, but not limited to pandemic, Acts of God, war, civil unrest, riot, strike, lock-out, acts of civil or military authorities, fire, flood, earthquake or shortage of supply.

9. General

9.1 If any term or provision of these 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 Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

9.2 The Company may without the consent of the Buyer sub-licence its rights or obligations or any part of these Conditions.

9.3 The Buyer may not assign, transfer, mortgage, charge, subcontract any or all of its rights or obligations under the Contract without the prior written consent of the Company.

9.4 The headings in these Conditions are for ease of reference only and shall not affect the interpretation of any of the Conditions.

10. Contract

Notwithstanding any other provision of this agreement, nothing herein shall confer or is intended to confer a benefit on any third party for the purpose of the Contract (Rights of Third Parties) Act 1999 or for any other purpose.

11. Entire agreement

11.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

11.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

12. Governing law and jurisdiction

The laws of England and Wales shall govern this Agreement and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.

Updated May 2025