

CONDITIONS OF SALE

- 1. TERMS:-** All quotations and discounts are given on all orders accepted by FST (Scotland) Ltd. ("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 shall accept such offer only on the terms and conditions herein contained. The contract of sale shall be affected 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 shall apply to the said contract with effect from the date of the Buyer's order. These terms and conditions 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.
- 2. PRICES AND 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 omissions on quotations or invoices. Prices quoted are valid for 30 days from 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. Quotation is based on quantities stated - any variation will require a re-quote. Unless stated to the contrary, prices stated do not include packing and delivery which will be charged extra. **DELIVERIES QUOTED ARE SUBJECT TO PRIOR SALE.**
- 3. RETURN POLICIES:-** Those product items contained in the Seller's standard price list (from time to time in force) may, at the Seller's discretion and subject to its prior inspection and approval, be returned for credit, less a re-stocking charge. No product items may be returned after the elapse of 30 days from the date of delivery. **ITEMS MARKED *SPL* ARE SPECIAL (NON-PRICE LIST ITEMS) AND THEREFORE NON-CANCELLABLE AND NOT-RETURNABLE.**
- 4. CLAIMS:- ALL CLAIMS AND SHORTAGES MUST BE REPORTED WITHIN 7 DAYS OF RECEIPT OF GOODS.** In the event of any dispute, the quantity in any consignment of goods as recorded by the Seller upon dispatch from the Seller's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.
- 5. DELIVERY AND RISK:-** Where goods are delivered by the Seller's designated transport, delivery shall be deemed to take place at the point of dispatch of the goods from the Seller's designated vehicle. In all other instances, delivery shall be deemed to take place when the goods are dispatched from the Seller's premises detailed overleaf. Responsibility for and risk in the goods shall pass to the Buyer on delivery.
- 6. PASSING OF PROPERTY:-** Ownership of and title to the goods (overleaf) 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. Until title and ownership in the goods passes to the Purchaser, the Purchaser shall be bound to hold the goods on a fiduciary basis and the Purchaser keeps the goods separate from his own goods and from those of third parties, clearly marking them as being goods of the property of the seller.
- 7. DATA PROTECTION:-** All personal information that we may collect (including but not limited to your name, address, and telephone number) will be collected, used and held in accordance with the provisions of the Data Protection Act 2018 and your rights under that Act as well as the General Data Protection Regulation (GDPR) and subsequent updates. We may use your personal information to process your payment, communicate with you about your account, products, services, events, surveys and promotions by Swagelok or Swagelok Scotland, Teesside & Ireland, sending you samples, products and information, verifying your identity, processing, evaluating and responding to your requests, inquiries and applications and for purposes disclosed at the time you provide your personal information or otherwise with your consent. For further information about our Privacy Notice and Data Protection policy visit: scotland.swagelok.com or email marketing@scotland.swagelok.com.
- 8. PAYMENT:-** It is an essential condition of the sale that the Buyer shall pay for the goods at the price stated in the Seller's invoice(s) plus VAT. (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 Buyer's trading practices are such that the 30 day payment date cannot be met. Non-payment of the whole price within such period, or the insolvency, not our bankruptcy, sequestration, presentation of a petition for the winding up of the Buyer or the appointment of a liquidator or a receiver or an administrator over and part of the Buyer's property, shall be a material breach of contract entitling the Seller (at its sole option) to resile from the contract claiming from the Buyer such losses, damages, interest and expenses as may arise as a result of such breach and/or entitling the Seller to recover from the Buyer, on demand, all unpaid for goods and enter into the Buyer's premises to remove the same. The Buyer shall not be entitled to withhold payment of any amount payable to the Seller hereunder because of a disputed claim of any nature nor shall the Buyer be entitled to set off any amount due by the Seller to the Buyer against any amount payable to the Seller in terms hereof. The Seller retains the right to apply interest charges on all overdue payments, accrued on a day to day basis, under the Late Payment of Commercial Debts (Interest) Act 1998. Seller also reserves the right to charge to the Buyer all costs, charges or expenses (such as legal costs) which may be incurred or involved in the collection of any late payments.
- 9. JURISDICTION:-** The contract shall be construed in accordance with Scottish Law which shall be the proper law of contract, and the Scottish Courts shall have sole jurisdiction in relation to any dispute arising out of the contract. The Seller and the Buyer hereby prorogate the exclusive jurisdiction of the Courts of Scotland in so far as not already subject thereto.
- 10. DESTINATION CONTROL STATEMENT:-** These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations of the United States of America. Export, re-export or diversion of these commodities contrary to U.S. law is prohibited. If Buyer is not the end user of product, Seller will require documentary evidence to confirm end user details. Seller reserves right to decline any such order.
- 11. WARRANTIES:-** Contact us or visit the Swagelok website at www.swagelok.com for Swagelok product warranty information. **NO OTHER WARRANTIES APPLY AND IN NO EVENT SHALL SELLER OR MANUFACTURER BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.** U.N. convention on contracts for the Sale of International Goods is specifically excluded.