Standard Terms & Conditions of Sale

1. Interpretation

In these conditions "Buyer" means the person who accepts a quotation of the Seller for the sale of Goods or whose order for the Goods is accepted by the Seller. "Goods" means the goods (including any instalment of the goods or any part of them) which the Seller is to supply in accordance with these Conditions.
"Seller" means Fluidic Ltd.
"Conditions" means the standard terms and conditions of the sale set out in this document and (unless the context otherwise requires) includes any special terms & conditions agreed in writing between the Buyer and the Seller. "Contract" means the contract for the purchase and sale of the Goods.

2. Prices, Specification & Delivery Times

Prices, specification & delivery times are subject to change without notice. Unless otherwise agreed in writing by the Seller, Goods will be invoiced at the prices current at the time of despatch. Delivery dates are approximate and are subject to delays beyond our control.
VAT is excluded from published and quoted prices and will be added to goods supplied in accordance with rates and legislation in force on the shipping and invoice date.

3. Carriage

Unless otherwise specified by special agreement confirmed in writing by the Seller, carriage on all deliveries will be added to the invoice at the rate applicable for the method used. Where the Buyer opts to arrange collection, the Shipping & Invoice date shall be the date of notification of availability; the Seller reserves the right to charge storage on uncollected Goods after three (3) days.

4. Terms

The Seller may at its absolute discretion require payment at such date as it notifies the Buyer in writing; otherwise payment is due 30 days following the date of Invoice. The Seller reserves the right to charge interest on overdue accounts at the rate of 4% per annum above Virgin Money minimum lending rate on the outstanding balance accrued on a daily basis from the due date until full payment is received.

5. Title

The Goods shall remain the sole property of the Seller as legal and equitable owner until such time as the Buyer shall have paid the Seller the agreed price. The Buyer acknowledges that he is in possession of the Goods solely as a fiduciary for the Seller until all payment for such price has been made and shall insure the Goods against normal risks at his own expense. Until such time as the Buyer becomes the owner of the Goods, he will store them on his premises separately from his own goods or those of any other person and in the manner which makes them readily identifiable as the Goods of the Seller. The Seller may for the purpose of recovery of its Goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same. The Buyer may resell such Goods on the basis that the entire proceeds of the sale are held in trust for the Seller and shall not be mingled with other monies or paid into an overdrawn bank account and shall be at all times identifiable as the Seller's monies. Before property passes, the Buyer may incorporate such Goods in or together with any product manufactured by the Buyer in the course of his business provided adequate records to identify such goods are kept; should such product be sold before full payment of the agreed price has been made, good title to such product shall pass but the Buyer shall be liable to account to the Seller for the proceeds of such sale limited to the Buyer's invoice value of the Goods incorporated into such product.

6. Warranty

The Seller warrants the Goods to be free from defects in workmanship or material under normal use and service for a period of one year from the Shipment and Invoice Date and undertakes to repair or replace any parts which prove to be defective within that time or to repay the purchase price at the Seller's option provided that the instruments have been returned carriage paid within the warranty period. This warranty does not apply if the instrument or equipment has been abused, altered, used at ratings above the maximum specified, or otherwise misused in any other way.
All technical advice, recommendations and services are based on technical data and information which the Seller believes to be reliable and are intended for use by persons having skill and knowledge of the business, at their own discretion.

7. Incorrect / Damaged Deliveries

The Seller shall not accept liability for shortages in quantity delivered or for damaged Goods delivered unless notified in writing within three (3) days from delivery of the Goods to the Buyer, or for non-delivery of Goods unless notified within ten (10) days of the Shipping and Invoice Date.

8. Quotation & Acceptance

Quotations are valid for thirty (30) days unless indicated otherwise on our quotation and represent no obligation until the Seller accepts the Purchaser's Order. All orders shall be subject to the terms and conditions contained and referred to in the Seller's quotation, acknowledgement, and to those listed here and to no other whatsoever. No waiver, alteration or modification of these terms and conditions shall be binding unless in writing and signed by an executive officer of the Seller.
Telephoned orders will be accepted only with Purchaser's official order number to be confirmed by email.

9. Liability

The Seller's total liability to the Buyer under any circumstances, including negligence, misrepresentation, breach of contract or otherwise shall not exceed the net invoiced price to the Buyer of any undelivered, damaged or defective Goods. Where the Buyer requires a higher degree of liability insurance is obtainable for such cover, the Seller may meet written requests on the basis that the Buyer shall reimburse the Seller for the premiums involved and will comply with any requirements of the insurers in effecting cover; in no event will the Seller be liable for more than any amount received from the insurers.

10. Force Majeure

The Seller will not be liable to the Buyer for any loss or damage caused directly or indirectly as a result of third party action or events beyond the reasonable control of the Seller preventing or delaying the supply of Goods or making such supply uneconomical; this includes (but is not limited to) accidents, failure of equipment, industrial action, riot, war, flood, storm, earthquake, fire, Acts of God, raw material or labour shortages and or increased market costs.

11. Legal Jurisdiction

The contract entered between the Buyer and the Seller shall be governed by the laws of Scotland and any claim or dispute arising from such contract shall be subject to determination by the courts of Scotland.

Fluidic Limited

Registered Office: 7 Drumhead Place
Cambuslang
Glasgow
G32 8EY

Registration: 143055
VAT: 624 2711 65