



Our terms

1. These terms

1.1 What these terms cover. These are the terms and conditions on which we supply goods to you.

1.2 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide goods to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

1.3 Are you a business customer or a consumer? In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

- You are an individual.
- You are buying goods from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

Provisions specific to consumers only are in **BLUE** and those specific to businesses only are in **RED**.

1.4 If you are a business customer this is our entire agreement with you. If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

2. Information about us and how to contact us

- 2.1 Who we are.** We are FPE Seals Limited a company registered in England and Wales. Our company registration number is 03725829 and our registered address is 12 Charterhouse Square, London EC1M 6AX, UK with our trading address at 7 Barrington Way, Darlington, County Durham, DL1 4WF, UK Our registered VAT number is 721845929.
- 2.2 How to contact us.** You can contact us by telephoning our customer service team at +44 (0) 1325 282732 or by writing to us at sales@fpeseals.com or 7 Barrington Way, Darlington, DL1 4WF, UK.
- 2.3 How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 "Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

- 3.1 How we will accept your order.** Our acceptance of your order will take place when we confirm your order verbally or by email, at which point a contract will come into existence between you and us.
- 3.2 If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
- 3.3 Your order number.** We will assign an order number to your order and will advise you what it is on request after we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
- 3.4 Quotations.** A quotation for goods given by us shall not constitute an offer. A quotation shall only be valid for a period of 30 days from its date of issue.

4. Our goods

- 4.1 Goods may vary slightly from their pictures.** The images of the goods on our website or in our catalogues are for illustrative purposes only. Your product may vary slightly from those images. Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated on our website are nominal and no warranty is given as to their accuracy.

- 4.2 Goods packaging may vary.** The packaging of the goods may vary from that shown in images on our website.
- 4.3 Making sure your measurements are accurate.** If we are making the product to measurements you have given us you are responsible for ensuring that these measurements are correct.
- 4.4 Intellectual property infringement.** To the extent that the goods are to be manufactured in accordance with a specification supplied by you, you shall indemnify us against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by us in connection with any claim made against us for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with our use of the specification. This clause 4.4 shall survive termination of this contract.
- 4.5 Amendment of specification.** We reserve the right to amend the specification of the goods if required by any applicable statutory or regulatory requirements.

5. Your rights to make changes

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6. Providing the goods

- 6.1 Delivery costs.** If ordered via our website, the costs of delivery will be as displayed to you on our website. Otherwise delivery costs will be advised upon request.
- 6.2 When we will provide the goods.** During the order process we will contact you with an estimated delivery date. This is an estimate only and time will not be of the essence for delivery.
- 6.3 We are not responsible for delays outside our control.** If our supply of the goods is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. We will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any goods you have paid for but not received.

- 6.4 **Collection by you.** If you have asked to collect the goods from our premises, you can collect them from us at any time when the Trade Counter at your local branch is open (refer to our website for details).
- 6.5 **If you are not at there when the product is delivered.** If no one is available at your address to take delivery and the goods cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the goods from a local depot.
- 6.6 **If you do not re-arrange delivery.** If you do not collect the goods from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 10.2 will apply.
- 6.7 **Quantity.** If we deliver up to and including 2% more or less than the quantity of goods ordered you may not reject them.
- 6.8 **When you become responsible for the goods.** The goods will be your responsibility from the time we unload the goods at the address you gave us or you, or a carrier organised by you, collect it from us.
- 6.9 **When you own goods.** You own the goods once we have received payment in full.
- 6.10 **Storage of goods if you are a business.** You shall, until title to the goods has passed to you:
- (a) store the goods separately from all other goods held by you so that they remain readily identifiable as our property;
 - (b) not remove, deface or obscure any identifying mark or packaging on or relating to the goods;
 - (c) maintain the goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - (d) notify us immediately if you become subject to any of the events listed in clause 10.3; and
 - (e) give us such information relating to the goods as we may require from time to time.
- 6.11 **Recovery of our goods if you are a business.** If before title to the goods passes to you, you become subject to any of the events listed in clause 10.2, then, without limiting any other right or remedy we may have, we may at any time:
- (i) require you to deliver up all of our goods in your possession that have not been resold, or irrevocably incorporated into another product; and

- (ii) if you fail to do so promptly, enter any premises of you or of any third party where the goods are stored in order to recover them.

7. International delivery

- 7.1 **International destinations.** We do not deliver to the countries listed [here](#) . There are restrictions on some goods for other certain international delivery destinations, so please review the information on that page carefully before ordering any goods. Where we arrange carriage to an international destination then, to the extent that they are not inconsistent with these terms and conditions, these terms and conditions shall be DAP (Place of Delivery) Incoterms 2010 (or any later revision of Incoterms). In all other cases then EXW FPE Seals Incoterms 2010 (or any later revision of the Incoterms) will apply.
- 7.2 **Possible import duties and taxes.** If you order goods from our site for delivery to one of the International Delivery Destinations, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount.
- 7.3 **Your responsibility for any import duties and taxes.** You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order.
- 7.4 **Any applicable laws of destination country.** You must comply with all applicable laws and regulations of the country for which the goods are destined. We will not be liable or responsible if you break any such law.

8. Your rights to end the contract

- 8.1 **Ending your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, when you decide to end the contract and whether you are a consumer or business customer:
 - (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the goods repaired or replaced or to get some or all of your money back), [see clause 12 if you are a consumer](#) and [clause 13 if you are a business](#);
 - (b) **If you want to end the contract because of something we have done or have told you we are going to do, see** clause 8.2;
 - (c) **[If you are a consumer and have just changed your mind about the goods, see clause 8.3.](#)** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;

- (d) **In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind), see clause 8.5.**

8.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (c) below the contract will end immediately and we will refund you in full for any goods which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (b) there is a risk that supply of the goods may be significantly delayed because of events outside our control; or
- (c) you have a legal right to end the contract because of something we have done wrong.

8.3 Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013). If you are a consumer then for most goods bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

8.4 How long do consumers have to change their minds? If you are a consumer you have 14 days after the day you (or someone you nominate) receives the goods, **unless:**

- (i) **Your goods are split into several deliveries over different days.** In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery.
- (ii) **Your goods are for regular delivery over a set period.** In this case you have until 14 days after the day you (or someone you nominate) receives the first delivery of the goods.

8.5 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you are not a consumer who has a right to change their mind (see clause 8.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract is completed when the goods are delivered and paid for. If you want to end a contract before it is completed where we are not at fault and you are not a consumer who has changed their mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

9. How to end the contract with us (including if you are a consumer who has changed their mind)

9.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

- (a) **Phone or email.** Call customer services on + 44 (0) 1325 282732 or email us at sales@fpeseals.com. Please provide your name, home address, details of the order and, where available, order number, your phone number and email address.
- (b) **By post.** Write to us at 7 Barrington Way, Darlington DL1 4WF, UK, including details of what you bought, when you ordered or received it and your name and address.

9.2 Returning goods after ending the contract. If you end the contract for any reason after goods have been dispatched to you or you have received them, you must return them to us. You must either return the goods in person to where you bought them, post them back to us at 7 Barrington Way, Darlington DL1 4WF, UK or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on +44 (0) 1325 282732 or email us at sales@fpeseals.com to arrange collection. If you are a consumer exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

9.3 When we will pay the costs of return. We will pay the costs of return:

- (a) if the goods are confirmed to be faulty or misdescribed; or
- (b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances (including where you are a consumer exercising your right to change your mind) you must pay the costs of return.

9.4 What we charge for collection. If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection.

9.5 How we will refund you. If you are entitled to a refund under these terms we will refund you the price you paid for the goods including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described in clause 9.6.

9.6 When we may make deduction from refunds if you are a consumer exercising your right to change your mind. If you are exercising your right to change your mind:

- (a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid

before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

- (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3 to 5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
- (c) Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

9.7 When your refund will be made. We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the goods back from you or, if earlier, the day on which you provide us with evidence that you have sent the goods back to us. For information about how to return goods to us, see clause 9.2.

10. Our rights to end the contract

10.1 We may end the contract if you break it. We may end the contract at any time by writing to you if:

- (a) you do not make any payment to us when it is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the goods, for example, delivery information or specification details;
- (c) you do not, within a reasonable time, allow us to deliver the goods to you or collect them from us.

10.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10.3 We may end the contract if you are a business and the following events occur.

- (a) you commit a material breach of any term of the contract and (if such a breach is remediable) fail to remedy that breach within 14 days of being notified by us in writing to do so;

- (b) you take any step or action in connection with entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (c) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
- (d) your financial position deteriorates to such an extent that, in our opinion, your capability to adequately fulfil its obligations under the contract has been placed in jeopardy.

10.4 We may withdraw the goods. We may write to you to let you know that we are going to stop providing the goods. We will let you know in advance of our stopping the supply of the goods and will refund any sums you have paid in advance for goods which will not be provided.

11. If there is a problem with the goods

How to tell us about problems. If you have any questions or complaints about the goods, please contact us. You can telephone our customer service team at +44 (0) 1325 282732 or write to us at sales@fpeseals.com or 7 Barrington Way, Darlington, DL1 4WF, UK.

12. Your rights in respect of defective goods if you are a consumer

12.1 If you are a consumer we are under a legal duty to supply goods that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the goods. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.
- b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.

c) Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

See also clause 8.3.

12.2 Your obligation to return rejected goods. If you wish to exercise your legal rights to reject goods then, unless advised by our staff to the contrary, you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to nominate a carrier to collect the goods. Where rejected goods are defective, we will meet the cost of the return delivery.

13. Your rights in respect of defective goods if you are a business

13.1 If you are a business customer we warrant that on delivery any goods shall:

- (a) conform in all material respects with their description and any relevant specification included in the contract;
- (b) be free from material defects in design, material and workmanship; and
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

13.2 Subject to clause 13.3, if:

- (a) you give us notice in writing within a reasonable time of discovery that the goods do not comply with the warranty set out in clause 13.1;
- (b) we are given a reasonable opportunity of examining such goods; and
- (c) you return such goods to us at our cost,
we shall, at our option, repair or replace the defective goods, or refund the price of the defective goods in full.

13.3 We will not be liable for a goods' failure to comply with the warranty in clause 13.1 if:

- (a) you make any further use of such goods after giving a notice in accordance with clause 13.2(a);
- (b) the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the goods or (if there are none) good trade practice;
- (c) the defect arises as a result of us following any drawing, design or specification supplied by you;
- (d) you alter or repair the goods without our written consent; or
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

13.4 Except as provided in this clause 13, we shall have no liability to you in respect of a product's failure to comply with the warranty set out in clause 13.1.

13.5 These terms shall apply to any repaired or replacement goods supplied by us under clause 13.2.

14. Price and payment

14.1 Where to find the price for the goods. The price of the goods (which excludes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However, please see clause 14.3 for what happens if we discover an error in the price of the product you order.

14.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the goods, we will adjust the rate of VAT that you pay, unless you have already paid for the goods in full before the change in the rate of VAT takes effect.

14.3 What happens if we got the price wrong? It is always possible that, despite our best efforts, some of the goods we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the goods' correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the goods' correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.

14.4 When you must pay and how you must pay. We accept payment with Mastercard, Maestro, Visa Debit and Visa Electron. We may invoice you for the goods on or at any time after the completion of delivery. You shall pay the invoice in full and in cleared funds by the end of the month following the month the invoice was dated. Payment shall be made to the bank account nominated in writing by us. Time for payment is of the essence.

14.5 Our right of set-off if you are a business customer. If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

14.6 We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the current base lending rate of Barclays Bank PLC from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

- 14.7 What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly at accounts@fpeseals.com. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.
- 15. Our responsibility for loss or damage suffered by you if you are a consumer**
- 15.1 We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 15.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the goods as summarised at clause 12.1; and for defective goods under the Consumer Protection Act 1987.
- 15.3 We are not liable for business losses.** If you are a consumer we only supply the goods for to you for domestic and private use. If you use the goods for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 16.
- 16. Our responsibility for loss or damage suffered by you if you are a business**
- 16.1 Nothing in these terms shall limit or exclude our liability for:**
- (a) death or personal injury caused by our negligence, or the negligence of our 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;
 - (d) defective goods under the Consumer Protection Act 1987; or
 - (e) any matter in respect of which it would be unlawful for us to exclude or restrict liability.
- 16.2 Except to the extent expressly stated in clause 13.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are excluded.**
- 16.3 Subject to clause 16.1:**

- (a) we shall not be liable to you, 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 any contract between us; and
- (b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for goods under such contract.

17. How we may use your personal information

- 17.1 How we will use your personal information.** We will only use your personal information as set out in our [Privacy Policy](#).

18. Other important terms

- 18.1 We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 18.2 You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 18.3 Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 18.4 If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 18.5 Force majeure.** Neither you or us shall be in breach of this contract nor liable for delay in performing, or failure to perform, any of our obligations under this contract if such delay or failure result from an event or circumstance beyond a party's reasonable control. If the period of delay or non-performance continues for two months, the party not affected may terminate this contract by giving 10 days written notice to the affected party.
- 18.6 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean

that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the goods, we can still require you to make the payment at a later date.

- 18.7 Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** These terms are governed by English law and you can bring legal proceedings in respect of the goods in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the goods in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the goods in either the Northern Irish or the English courts. **While these terms are governed by English law, you may be afforded additional legal rights by the laws of your home country.**

Which laws apply to this contract and where you may bring legal proceedings if you are a business. If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

Cancellation Form for consumer customers

(Complete and return this form only if you wish to withdraw from the contract)

To FPE Seals,

7 Barrington Way,

Darlington,

County Durham,

DL1 4WF,

UK

T. 01325 282732

accounts@fpeseals.com

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods
[*]/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper),

Date:

[*] Delete as appropriate