

Business to Business

Terms and Conditions for the Sale of Goods

The Buyer's attention is particularly drawn to clause 9

1. Definitions:

Buyer	The person who buys or agrees to buy the goods from the Seller.
Conditions	The terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the seller.
Force Majeure Event	Has the meaning set out in clause 11
Goods	The items which the Buyer agrees to buy from the Seller.
Price	The price for the goods, excluding VAT and any carriage, packaging and insurance costs.
Sales Documentation	The sales documentation refers to the printed and online catalogues or other sales literature and price lists produced by the Seller.
Seller	Tecnoseal UK Ltd
VAT	Means the value added tax under the Value Added Taxes Act 1994 or the fiscal tax applying to the sale of Goods
Warranty	Has the meaning set out in clause 6

2. Conditions:

2.1. These conditions shall form the basis of the contract between the Seller and the Buyer in relation to the sale of Goods, to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document.

2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods from the Seller pursuant to these Conditions.

2.3 The Buyer warrants that it is purchasing the Goods from the Seller as a business and not as a consumer. For the avoidance of doubt, the Seller reserves the right to reject any order received from a consumer.

2.4 Acceptance of delivery or collection of the Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these conditions.

3. Price:

3.1 The price for the Goods shall be those set out on our website or price list applicable at the time of ordering.

4. Payment:

4.1 Payment for the Goods shall be due on collection or prior to despatch. For account holding customers, payment will be according to their agreed credit terms.

4.2 The Buyer shall pay all accounts in full and not exercise any rights of set-off or counter claim against invoices submitted by the Seller.

4.3 Interest on overdue invoices may accrue from the date when payment becomes due calculated on a daily basis until the date of payment at the rate of 5% per annum above the Bank of England base rate from time to time in force. Such interest shall accrue after as well as before any judgement.

5. Goods

5.1 The Goods are as described in the Sales Documentation and are intended as a guide only.

5.2 In accepting the Goods you acknowledge that you have not relied upon any statement, promise or other representations by the Seller.

5.3 The Seller reserves the right to amend or change the specification of the Goods if required by the manufacturing process and any applicable statutory or regulatory requirements.

6. Warranty

6.1 The Goods shall conform with their description in the Sales Documentation.

6.2 The Goods shall be of satisfactory quality and be fit for purpose, within the meaning of the Sale of Goods Act 1979.

6.3 The Warranty given by the Seller is limited to the replacement of any possible defective goods and does not include any damage compensation refund or claim of any kind, including faulty maintenance or incorrect installation.

7. Delivery

7.1 Delivery of the Goods shall be made to the Buyer's address or alternative address as supplied by the Buyer.

7.2 The Seller undertakes to use its reasonable endeavours to despatch the Goods on an agreed delivery date but does not guarantee to do so. Time of delivery shall not be the essence of the contract.

7.3 The Seller shall not be liable to the Buyer for any loss or damage whether directly or indirectly from late delivery or short delivery of the Goods. If short delivery does take place, the Buyer may not reject the Goods but shall accept the Goods delivered as part performance of the contract.

7.4 If the Buyer fails to take delivery of the Goods on the agreed delivery date or, if no specific delivery date has been agreed when the Goods are ready for despatch; the Seller shall be entitled to store the Goods and charge the Buyer reasonable costs for doing so.

8. Acceptance of the Goods

8.1 The Buyer shall be deemed to have accepted the Goods on collection or delivery.

8.2 The Buyer shall carry out a thorough inspection of the Goods and inform the Seller within 2 days of any damages or shortages. The Buyer must return the defective Goods and the Seller shall at its option, replace the Goods or refund the price of such defective Goods.

9. Title and Risk

9.1 Risk shall pass on delivery of the Goods to the Buyer's delivery address or on collection by the Buyer.

9.2 Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Seller and shall not pass to the Buyer until the amount due under the invoice has been paid in full.

9.3 Until title passes, the Buyer shall hold the Goods as bailee for the Seller and shall store and keep them in a satisfactory condition so that they can at all times be identified as the property of the Seller.

9.4 As long as the Goods have not been resold, or irreversibly altered or damaged when fitting and without limiting any other right or remedy the Seller may have; the Buyer can be asked to return the Goods. If the Buyer fails to do so promptly, the Seller can enter any of the Buyer's premises or of any third party where the Goods are stored in order to recover them.

10. Limitation of Liability

10.1 The Seller's Liability under these Terms and Conditions, and in breach of statutory duty and in tort, misrepresentation or otherwise will be limited to this section.

10.2 The Seller's total liability will not, in any circumstances, exceed the total amount of the price payable by the Buyer for the Goods.

10.3 The Seller will not be liable (whether caused by our employees, agents or otherwise) in connection with the Goods for:

10.3.1 any indirect, special or consequential loss, damage, costs or expenses; and/or

10.3.2 any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption or other third party claims; and/or

10.3.3 any failure to perform any of the Seller's obligations if such delay or failure is due to any cause beyond the Seller's reasonable control; and/or

10.3.4 any losses caused directly or indirectly by any failure or breach by the Buyer in relation to their obligations; and/or

10.3.5 any loss relating to the choice of the Goods and how they will meet the Buyer's purpose or the use by the Buyer of the Goods supplied.

11. Force Majeure

11.1 Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of the party. Such causes can include, but are not limited to:

industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

12. Data Protection

12.1 When providing the Goods to the Buyer, the Seller may gain access and/or, acquire the ability to transfer, store or process personal data of employees of the Buyer.

12.2 The Seller shall only process personal data to the extent reasonably required to enable it to provide the Goods as mentioned in these Terms and Conditions or as requested by and agreed with the Buyer and shall not retain any Personal Data longer than necessary. For the Avoidance of doubt, 'Personal Data' and 'Process' shall have the same meaning as in the GDPR.

12.3 The Seller shall not disclose Personal Data to any third parties other than employees, directors or agents on a strict 'need to know' basis.

12.4 The Seller shall maintain technical and organisational security measures to protect Personal Data processed by the Seller on behalf of the Buyer.

13. Law and Jurisdiction

13.1 These conditions are governed by and construed in accordance with the laws of England and Wales and any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.

14. Variation

14.1 No variation of this agreement shall be effective unless it is agreed by both parties.

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