

Registered Company Name*

Company Registration Number*

Company VAT*

Trading Name*

Trading Address*

Trading Postcode*

Landline Telephone Number*

Mobile Number*

Main Contact*

Main Sales Email*

Accounts Contact*

Accounts Contact Email*

Do you accept invoices via email?*

Yes No

THE FOLLOWING TERMS AND CONDITIONS RELATE TO ORDERS PLACED BY PHONE, FAX, POST, EMAIL OR ONLINE ORDERS. PLACING AN ORDER WITH US CONFIRMS YOUR ACCEPTANCE OF THESE CONDITIONS

1. General

All orders should be direct to:-

Astroflame (Fire Seals) Ltd. Intumescent House,
Unit 8, The I.O Centre, Stephenson Road, Segensworth
FAREHAM, ENGLAND PO15 5RU
tel: **01329 844 500**
intl tel: **+44 1329 844 500**
email **sales@astroflame.com**

2. Orders

2.1 Telephone orders All such orders will be construed and carried out in accordance with verbal instructions but no liability can be accepted for any inconsistency between these and any written confirmation we may subsequently receive from the Buyer.

2.2 Fax, Post, email and online orders All such orders will be construed and carried out in accordance with written instructions but no liability can be accepted for any inconsistency between these and the delivered goods, however we operate an active customer service policy and will endeavour to resolve any failures on our part to the best of our ability

3. Construction of Contract

3.1 These conditions apply to all orders and contracts relating to the supply of our products and override any conditions stipulated by the Buyer unless otherwise agreed by us in writing.

3.2 There shall be deemed to be a separate contract in relation to each delivery of products supplied by us to the Buyer

3.3 Unless otherwise agreed in writing by the parties, these conditions shall constitute the entire agreement between us and the Buyer in connection with the supply of products and no representations, warranties, undertakings (express or implied) made by us or on our behalf or by statute shall give rise to any liability on our part unless we are precluded by statute from avoiding liability for any such representation, warranty or undertaking.

3.4 Every price for products quoted by us is based upon these conditions and reflects the limitations upon our liability referred to in these conditions.

3.5 Any contract made between us and the Buyer cannot be varied or cancelled otherwise than on terms expressly agreed by us and the Buyer.

4. Prices

4.1 We reserve the right to revise prices at anytime without prior notice.

4.2 Unless otherwise agreed by us in writing, any price quoted by us is exclusive of delivery and packing charges and Value Added Tax

5. Terms of Payment

5.1 All accounts must be settled in full by the end of the month following the date of invoice or as otherwise agreed in writing.

5.2 Value Added Tax will be charged extra at the appropriate rate

5.3 Interest at the rate of 15 percent per annum or three per cent per annum above the Base Lending Rate for the time being of National Westminster Bank Plc, whichever is the greater, will be charged on all overdue accounts.

5.4 The Buyer must not withhold payment of any amount due to us pursuant to these conditions for any reason whatsoever which it is alleged may excuse the Buyer from performing its obligations under these conditions.

5.5 We reserve the right to add a surcharge to any or all invoices where the Buyer is persistent in payments being made outside the stated terms as shown on our invoice, this surcharge will be deductible subject to payment being received within the time scale as shown on the invoice.

6. Cancellation

Orders or contracts may not be cancelled except with our consent in writing and subject to terms which will indemnify us against loss.

7. Carriage and Packing

7.1 Carriage and Packing is charged at our discretion by reference to freight rates in force from time to time.

7.2 We reserve the right to revise carriage paid rates at anytime without prior notice.

8. Specification

8.1 We are constantly seeking to improve our products and reserve the right to alter the design or specification of any of our products at any time without notice or liability.

8.2 Specification and use of the goods is at the discretion of the customer who should satisfy themselves of the suitability of the product for their use

9. Claims

Claims in respect of delivery of the wrong products or in respect of short delivery must be notified to us in writing within five days of receipt of the products and in any case before they are fixed, fitted or in any other way used

10. Delivery

10.1 All dates quoted for despatch are estimates only and are not guaranteed.

10.2 We will endeavour to meet these dates but shall have no liability for any delay in despatch or delivery or any damage or loss occasioned thereby.

10.3 We may deliver products pursuant to any order by instalments.

10.4 If we are unable to deliver the goods for any reason, you will be contacted and you will not be obliged to pay for the goods which have not been delivered, you also have the option to cancel the goods that have been delivered, however we shall not be liable for any loss of income or profit which may have been caused by the delay or non delivery of goods

11. Loss or Damage in Transit

11.1 The products shall be at the Buyer's risk during transit unless expressly agreed by us.

11.2 If we expressly accept responsibility for products in transit, we shall not be liable for any damage or loss in transit or shortage in delivery unless a separate notice in writing is given to both the carrier and to ourselves

11.3 in the case of damage within five days of receipt of the products and a complete claim in writing .

11.4 in the event of loss of products with in 7 days from your date of order.

12. Returned Goods

Stock items Stock Goods other than faulty stock goods may not be returned once they have been delivered unless we agree in writing that there is good reason to take the goods back into stock If we do agree to the return of goods such products must be delivered all charges paid to us at our business address below. Such products must be received by us in good condition suitable for re-sale before any questions of credit or replacement can be considered We reserve the right to charge a re-stocking charge to cover courier and administrative costs. we will inform you of this restocking charge before you despatch the goods back.

On standard stock items you have 30 days from date of despatch to inform us of any problems, outside of this we have a zero returns policy Before any products are returned our consent in writing must be obtained All refunds will be made in the same form of payment that you used special order or made to size goods are non returnable damaged goods If goods arrive in a damaged condition you must inform us in writing within 5 days. This may be done by fax, post or email, we will send you a confirmation of your notification We will arrange to collect the goods and we will either replace the goods at no extra charge, or refund in full all money paid by you for the goods. If the goods returned are found not to be damaged and to be in full working order they will be redespached to you and an additional charge of 25% of the full invoice value will be invoiced to you to cover courier and administration costs. Incomplete deliveries/non deliveries If goods arrive incomplete or non delivery you must inform us in writing within 5 days. and before they are fixed, fitted or used in any way This may be done by fax, post or email, we will send you a confirmation of your notification We will arrange to despatch the missing goods or collect the goods that have been delivered to you and refund you in full all money paid by you for the goods.

All non-stock or custom-made items will be non-returnable/ refundable under any circumstances.

13. Guarantee

13.1 If a customer brings to our notice any fault in the quality of our products at any time within one month of purchase and we are satisfied that the products were not of merchantable quality or were unfit for the purpose for which they were supplied by us we shall replace such faulty products free of charge.

13.2 Except for liability for death or personal injury arising as a consequence of our negligence, we shall not be liable in any circumstances for any loss or damage consequential or otherwise howsoever caused and our liability hereunder is limited to the replacement of any faulty products as above.

13.3 In determining whether we have supplied defective products under this agreement the quality of such products shall be judged by reference to the applicable British Standards or (if appropriate) other similar guidelines.

14. Use of Products

14.1 Products are supplied by us on the understanding that they will be used in the United Kingdom.

14.2 Notwithstanding any other provision contained herein, we shall not be liable for any loss or expense suffered by the Buyer or any other person if any product supplied by us to the Buyer is used outside the United Kingdom without prior written approval.

14.3 The Buyer shall indemnify us in respect of all damage, costs, charges, expenses and other liabilities which we may incur in connection with any products supplied by us to the Buyer which are subsequently transported and/or used outside the United Kingdom without our express approval.

14.4 Specification and use of the goods is at the discretion of the customer who should satisfy themselves of the suitability of the product for their use

15. Termination

Without prejudice to any other rights which we may have we shall be entitled to terminate any contract forthwith and demand immediate payment of any amount due or accruing to us thereunder if the Buyer

15.1 commits any breach thereof; or 15.2 commits any breach of any of these terms and conditions; or 15.3 becomes insolvent or enters into a composition with or for the benefit of the Buyer's creditors or (being a body corporate) has a Receiver or Administrator appointed over its undertakings or assets or goes into liquidation).

16. Risk and Title to Goods

16.1 We retain ownership of the products and shall be entitled to dispose of them until we have received unconditional payment in full for all the products subject to this contract and the full price of any other products supplied by us to the Buyer.

16.2 If payment is overdue in whole or in part we may (in addition to our other rights) recover or resell the products and for that purpose we and persons authorised by us are irrevocably licensed to enter the Buyer's premises or any other premises where we believe the products to be.

16.3 Payment shall become due immediately upon the commencement of any act or proceeding in which (in our opinion) the Buyer's solvency is involved, or upon the occurrence of any event which (in our opinion) places in jeopardy our title to the products.

16.4 The Buyer is licensed by us to sell the products. The Buyer shall hold the proceeds of sale as trustee for us and (if we so require by written notice to the Buyer) shall procure that those of such proceeds as are received after service of that notice are not mingled with their money or paid into an overdrawn bank account and that they shall be identified as our money.

16.5 The Buyer is licensed by us to cause our products to be incorporated in or used as material for other products. Those other products shall be held by the Buyer as trustee for us upon trust to sell them and to account to us for a sum out of the proceeds of sell equal to either.

16.5.1 all sums due to us in respect of products supplied by us to the Buyer; or 16.5.2 the proportion of those proceeds represented by the purchase price of the products supplied by us incorporated herein in proportion to the total purchase price of all products incorporated therein whichever is less.

16.6 For the purposes of this clause products still in the Buyer's possession shall be deemed to be those delivered most recently by us unless the contrary is proved.

16.7 We may by notice to the Buyer cause ownership in all or any part of the products specified in the notice to pass to the Buyer.

16.8 Notwithstanding the foregoing, risk in the goods passes to the Buyer in accordance with Clause 11.1 or upon receipt of the goods by the Buyer or their nominated agent, whichever is the soonest.

17. Indemnity

Where any products supplied by us pursuant to these conditions are produced to the Buyer's designs, plans or specifications the Buyer shall indemnify us and keep us indemnified against all actions, claims, costs, damages or losses incurred by us for the infringement or alleged infringement of any patent, registered design, trademark, copyright or similar protection in respect of the products to produced and/or as a consequence of such designs, plans or specifications proving to be defective in any way or leading to the manufacture of a defective product.

18. Fixing and Application

Fixing and application of our products is the responsibility of the Buyer and is not the responsibility of ourselves.

19. Application Law

All rights and obligations arising in connection with the supply of our products shall be governed by the laws of England and the Buyer submits to the non-exclusive jurisdiction of the Courts of England.

19.1 DISCLAMIER FOR WEB CONTENT or web useage of our sites Astroflame Fireseals Ltd (or other companies in the group) thereafter known as the "seller" provide various web sites including this one on an "as is" basis and make no warranties or representations of any kind with respect to any of the contents of our web sites and disclaims all such warranties and representations. In addition, the seller makes no warranties or representations with regard to the accuracy, completeness, or suitability of any product or data contained within the site. The data contained in this site may contain inaccuracies or errors. All liability of the seller howsoever arising from any such inaccuracies or errors is expressly excluded to the fullest extent permitted by law. The seller nor anyone involved in the creation or maintaining of this site will be liable for costs or damages in connection with the usage of this site. By using this site you except that we are not liable without limitation for any claim direct or indirect, damages, viruses, data loss, profit or income loss. All text, graphics, trademarks, logos and design layout of the site are the copyright of the seller or acknowledged respective owners. Any use of the text, graphics, trademarks, logos or design layout of the site without prior written consent is strictly prohibited. Failure to comply with these terms may cause an infringement of the owners rights the seller reserves the right to alter or amend any data or graphics without prior notice.

All online credit card sales are cleared on a secure server by worldpay.com Please refer to the private and security policy contained within

our site and www.worldpay.com site All credit card sales offline details are held in a secure manner in relation to our own internal private and security policy as detailed on this site.

20.PRIVACY AND SECURITY POLICY

WE ARE COMMITTED TO PROTECTING YOUR PRIVACY AND SECURITY. WE WILL ONLY USE THE INFORMATION THAT WE COLLECT ABOUT YOU LAWFULLY IN ACORDANCE WITH PREVAILING DATA PROTECTION ACT LEGISLATION..

20.1 We do not sell or provide information about you to third parties for marketing or any other purposes. When you place an order on one of the groups web sites, or use any online form on our web sites we need to know your name and other information such as your postal address, e-mail address, telephone number, fax number we will never collect sensitive information about you without your explicit consent. We gather this information to allow us to process your order or request. The relevant information is then used by us, to provide you with the product or service that you requested and to generally communicate with you on any matter relating to the provision of the service in general.

20.2 By submitting this information you consent to use of the information in accordance with this Privacy and Security Policy as amended from time to time. We will not send unsolicited commercial email or email you with targeted email for sales, marketing or product information purposes in future unless you have given us your consent.

20.3 To unsubscribe please use a method we have provided on our web site or in the email itself or send an email to noemail@astroflame.com. We will not mailshot by post or fax unless you have given your consent. To unsubscribe please send an email to nopost@astroflame.com. If at anytime you wish to be removed from our contacts database please send an email to remove@astroflame.com. To make a complaint please email us at complaint@astroflame.com You may of course remove yourself from any of the above by informing us in writing. The information we hold will be accurate and upto date.

20.4 You can check the information that we hold about you by emailing checkdetails@astroflame.com or writing to us. If any of your details change you can inform us by emailing us at changedetails@astroflame.com If you find any inaccuracies we will delete or correct it promptly The personal information which we hold will be held securely in accordance with our internal security policy and the law and the Which? Web trader code .

20.5 At present we do not directly set cookies but social networking and similar statistical services may set cookies that can track visitors to and on our sites - see our Cookie Privacy page. You can modify your browser to prevent this happening. In the event of the company or group being sold We will require the purchaser to follow the practices disclosed in this Privacy Policy or to give you at least three months notice of any proposed changes.

20.6 WE DO NOT STORE ANY CREDIT CARD INFORMATION ON THE WEB. Online credit card sales are cleared through a fully secured server direct to worldpay.com. As we use a secure clearing facility we do not see or hold your credit details in any way on the Internet. If you order over the phone or by email we will store your details in our office in a secure manner as recommended by the credit clearing house. For further information on online credit card order processing please refer to www.worldpay.com security policy. We will ensure that the web site is secure so that you may feel confident that your personal information or transactions will not be interfered with.

20.7 If we change our Privacy and Security Policy we will make the changes on this page. If we make any changes that may significantly affect the way we deal with your information, we will also e-mail you to notify you of the proposed changes so that you may have your details removed from our records if you do not agree with the changes.

21. Application Law

All rights and obligations arising in connection with the supply of our products shall be governed by the laws of England and the Buyer submits to the non-exclusive jurisdiction of the Courts of England Your statutory rights are not affected For full terms and conditions please refer to the section on the site.

To contact us use the details supplied below:

Astroflame (Fire Seals) Ltd. Intumescent House,
Unit 8, The I.O Centre, Stephenson Road, Segensworth
FAREHAM, ENGLAND PO15 5RU
tel: **01329 844 500**
intl tel: **+44 1329 844 500**
email sales@astroflame.com

I Hereby agree to abide by the conditions printed above*

Print Name*

Signature*

Date*