



– GLOBAL AQUATIC DISTRIBUTORS –

TERMS AND CONDITIONS OF SALE

1. COMPANY DETAILS

ALF (Aquatic Distributors) Ltd (company number 02392043) (we and us) is a company registered in England and Wales, and our registered office is at Telford Way, Cambridge Road, Bedford, Bedfordshire, MK42 0PQ.

2. OUR CONTRACT WITH YOU

These terms and conditions including any terms set out in your account application (Terms) apply to the order by you and supply of goods by us to you (Contract) to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. Each order is an offer by you to buy the goods specified in the order (Goods) subject to these Terms. We will confirm our acceptance to you by sending you an email (in the case of orders placed online or by email) or verbally at the end of the call (in the case of orders placed by phone), at which point the Contract between you and us will come into existence.

3. PRICES

The price of the Goods shall be the price set out on our website at the date of despatch (Price). The Price includes delivery charges where the value of the order exceeds £500.00 and where a delivery takes place in accordance with our delivery schedule. A charge of £10.00 + may be imposed for orders with a value less than £500.00. Lower value orders, or those requiring pallet delivery may incur additional or different costs.

We may add from time to time a delivery charge to any order to offset general increased costs of deliveries. We make every effort to maintain prices quoted but reserve the right to amend our published price list at any time without prior notice. The Price excludes VAT, and you will additionally pay VAT at the rate in force at the date of the invoice.

4. PAYMENT

Unless otherwise agreed in writing, payment in full without deduction or set off is due in respect of Goods supplied. All sums become due and payable upon the delivery of the Goods unless otherwise agreed in writing by us. If you apply for a credit account, we reserve the right to carry out appropriate credit searches. Award of a credit account is entirely at our discretion and our decision is final. By opening an account with us, you unreservedly give us the right to carry out credit searches on an occasional basis to enable continuity of a credit account.

DIRECTORS

K. N. BARTON BENG (HONS) (MANAGING) | I BLINCO (SALES) | DOMINIC BARTON BENG (HONS) | DANIEL BARTON BA (HONS)
REGISTERED IN ENGLAND 2392043 | VAT: GB476100758

When stated in writing by the company, credit accounts are due at an agreed time after invoice date stated by the company. We reserve the right to charge interest at 2% per month on all overdue accounts whether credit or otherwise. These terms or any revised terms as to time of payment shall be deemed to be of the essence of the Contract.

5. PAYMENT COLLECTION

If facts come to our knowledge which in the light of consideration, give rise to justified doubts regarding your solvency or your financial position deteriorates to such an extent that in our reasonable opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy, we shall be entitled on written notice to you to

- (i) immediately withdraw all credit facilities,
- (ii) demand immediate payment of all submitted invoices, notwithstanding any extension of payment terms previously agreed, and
- (iii) require prepayment or adequate security before any further deliveries are made or orders accepted.

6. DELIVERY

All Goods will be delivered to the address you provide. All dates quoted for despatch or ultimate delivery are estimates only and are not to be the essence of the contract. We shall not be liable for the consequences of any delay in delivery of Goods, howsoever caused, and such delay shall not entitle you to refuse to accept delivery of the Goods. We may deliver the Goods by instalments and to render a separate invoice for each delivery.

7. REJECTION

To reject Goods, as not complying with the Contract, you must advise us by telephone within 48 hours of delivery and confirm in writing within 7 days of delivery.

8. CLAIMS

We shall have no liability for any defects or shortages that would be apparent on careful inspection if the terms of this clause 8 are not complied with and in any event will be under no liability if a complaint by telephone is not made to our Bedford office within 48 hours and confirmed in writing within 7 days. In all cases where defects or shortages complained of, we shall be under no liability unless you give us the opportunity to inspect the Goods before you make any use of the Goods or make any alteration or modification to the Goods.

Subject to the above, we shall make good all shortages in the Goods and where appropriate replace any Goods damaged in transit as soon as it is reasonable to do so, but otherwise shall be under no liability, however arising from such shortage or damage. In the case of glass items these should be checked upon delivery for damage as no liability is accepted once the delivery driver has left. Any damages should be returned with the driver immediately.

9. RISK AND TITLE OF GOODS

The risk in the Goods shall pass to you upon completion of delivery. Title to the Goods shall not pass to you until we receive payment in full in cleared funds for the Goods and for any other goods that we have supplied to you. At any time before title passes to you, we may require you to deliver up all Goods in your possession and control that have not been resold and, if you fail to do so promptly, we may enter any of your premises to recover them.

10. RETURNS

Should you for any reason wish to return any Goods to us, you must indicate to our sales staff the items to be collected with details of discrepancies, quantities, number of items with reasons quoted for requested returns. We shall, at our option, issue collection instructions. All Goods should be adequately packed. Warranty claim Goods must be accompanied by a proof of purchase showing date purchased. Every effort will be made to issue a replacement item where necessary or a credit when replacements cannot be made.

We may choose to replace, refund, partially refund, or return items to the buyer depending on circumstances and at our discretion. You shall at no time return any Goods whatsoever without our prior knowledge and agreement. All Goods returned which require a replacement or a credit are sent back to the relevant manufacturer for us to claim a replacement or credit. If for any reason we are unable to obtain such replacement or credit, we have the absolute right to return the Goods to you and charge you for the Goods in question.

Goods that are returned by you which are not subject to warranty claims and are not deemed faulty may be subject to a restocking charge of 10%. Our decision is final and absolute.

11. SUITABILITY

You must rely entirely on your own skill and judgement as to the suitability of Goods for any particular purpose or for use under any specified conditions.

12. LIABILITY

References to liability in this clause 13 include every kind of liability arising under or in connection with the Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise. Nothing in these Terms limits or excludes our liability for: death or personal injury caused by our negligence; fraud or fraudulent misrepresentation; breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or any other liability that cannot be limited or excluded by law. Subject to the foregoing:

- (a) we will under no circumstances be liable to you for any loss of profits, sales, business, or revenue, or any indirect or consequential loss; and
- (b) our total liability to you for all losses arising under or in connection with the Contract will in no circumstances exceed the price of the Goods.

13. FORCE MAJEURE

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (Event Outside Our Control). If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.

Where the Event Outside Our Control affects our delivery of Goods to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

14. WARRANTY

We warrant that the Goods shall conform with any specification provided by us, shall be fit for any purpose held out by us and shall comply with all applicable statutory and regulatory requirements. Except as expressly stated in these Terms, we do not give any representations, warranties or undertakings in relation to the Goods.

Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract. Some of the Goods we sell to you come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the Goods.

15. SPECIFICATIONS

All specifications are correct at the time of printing, but we reserve the right to alter any or all specifications without prior notice.

16. TERMINATION

Without affecting any of our other rights, we may suspend the supply or delivery of the Goods to you, or terminate the Contract with immediate effect by giving written notice to you if:

- (a) you fail to pay any amount due under the Contract on the due date for payment;
- (b) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
- (c) your financial position deteriorates to such an extent that in our reasonable opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

Termination of the Contract shall not affect your or our rights and remedies that have accrued as at termination. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

17. GOVERNING LAW AND JURISDICTION

The Contract shall be governed and construed by the law of England and you and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.

18. ENTIRE AGREEMENT

The Contract is the entire agreement between us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract. Headings have no effect on the interpretation of these Terms and are for convenience only.

19. NOTICES

When we refer to "in writing" in these Terms, this includes email. Any notice given under or in connection with the Contract must be in writing and be delivered by hand, sent by pre-paid first-class post or other next working day delivery service, or email. A notice is deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
- (c) if sent by email, at 9.00 am the next working day after transmission.

In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

20. VARIATION

Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

21. WAIVER

If we do not insist that you perform any of your obligations under the Contract, or if we do not exercise our rights or remedies against you, or if we delay in doing so, that will not mean that we have waived our rights or remedies against you or that you do not have to comply with those obligations. If we do waive any rights or remedies, we will only do so in writing, and that will not mean that we will automatically waive any right or remedy related to any later default by you.

22. THIRD PARTY RIGHTS

The Contract is between you and us. No other person has any rights to enforce any of its terms.