

	STANDARD TERMS AND CONDITIONS OF SALE	Revision Level: 1.0 Rev. Date: 07/10/2019 Page 1 of 7
Swagelok London		Reference Number: QA0004



Swagelok London
Kingley Park, Station Road
Kings Langley, Herts, WD4 8GW

Tel: +44 (0)1923 272000
info@london.swagelok.com
london.swagelok.com

STANDARD TERMS AND CONDITIONS OF SALE

The acceptance of any Order is on the understanding that the Purchaser agrees to the following Terms & Conditions of Sale:

Interpretation:

Goods: Any Goods, Assemblies (a configuration of two or more connected parts) and/or services agreed to be supplied to the Purchaser by Swagelok London.

Order: Any Order placed by the Purchaser with Swagelok London for the supply of Goods.

Purchaser: The person, firm or company who purchases Goods from Swagelok London.

Swagelok London: The trading name of London Fluid System Technologies Limited registered office Unit 2 Kingley Park, Station Road, Kings Langley Hertfordshire WD4 8GW.

1. PRICES

- a) Proposals are subject to confirmation on receipt of Order, and the right is reserved to amend any accidental errors and/or omissions on proposals or invoices.
- b) Proposals (quotations or estimates), printed prices and prices in electronic format are based on manufacturer's prices, freight and insurance charges at the date of the offer.
- c) In cases where these conditions change between the date of the proposal and the date Goods are dispatched by us, the right is reserved to revise prices accordingly.
- d) Where under our direct control, prices given on proposals will be held firm if an Order is received within 30 days from date of proposal unless stated to the contrary.

2. CURRENCY ADJUSTMENT

Manufacturer's recommended prices are based on Pounds Sterling & U.S. Dollars. If exchange rates change at any time before the date of our invoice, we reserve the right to adjust our prices by an amount proportional to the change in rates.



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3. DUTY REMISSION

In certain circumstances relief from duty can be obtained. Swagelok London is prepared to advise on the procedures where the duty saving is sufficient to justify the work involved.

4. MINIMUM ORDER VALUE

We reserve the right to apply a minimum order charge of £150.00 plus V.A.T. on any Order where the total value (after any currency adjustments) is less than this amount.

5. CARRIAGE

Unless stated to the contrary prices do not include packing and delivery, which will incur an additional charge.

6. INSURANCE

- a) Unless otherwise agreed in writing, delivery of the Goods will take place when Swagelok London delivers the Goods to the carrier for delivery to the Purchaser's premises.
- b) The Goods are at the risk of the Purchaser from the time of delivery, unless the Purchaser agrees for the Goods to be insured by Swagelok London.
- c) When Goods are insured by Swagelok London, at our discretion, if requested by the Purchaser, charges for insurance may be made on the invoice. Our liability in respect of the risks insured shall be limited to the amount received by us under such insurance or the value of the Goods, whichever is the less, from which deduction may be made for expenses incurred in relation to the claim.

7. TERMS OF PAYMENT

All accounts are for settlement strictly within 30 days from the date of invoice. Time for payment shall be of the essence. Fixed penalties and interest on overdue payments will be levied under the terms of The Late Payment of Commercial Debts (Interest) Act 1998 and any subsequent amendments in force at the invoice date. Prices are net, and no deduction or settlement discounts are allowed. Trade and/or bankers reference are required from Purchasers desiring to open an account.

8. OWNERSHIP OF GOODS

a) Ownership of the Goods shall not pass to the Purchaser until Swagelok London has received in full (in cash or cleared funds) all sums due to it in respect of:

- (i) the Goods; and
- (ii) all other sums which are, or which become due to the Company from the Purchaser on any account.

b) Until ownership of the Goods has passed to the Purchaser, the Purchaser shall:

- (i) hold the Goods on a fiduciary basis as bailee of Swagelok London;
- (ii) store the Goods (at no cost to Swagelok London) separately from all other goods of the Purchaser or any third party in such a way that they remain readily identifiable as the Company's property;



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- (iii) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (iv) maintain the Goods in satisfactory condition and keep them insured on Swagelok London's behalf for their full price against all risks to the reasonable satisfaction of Swagelok London. On request the Purchaser shall produce the policy of insurance to Swagelok London.

c) The Purchaser's right to possession of the Goods shall terminate immediately if:

(i) the Purchaser has a bankruptcy order made against it; makes an arrangement or composition with its creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Purchaser or notice of intention to appoint an administrator is given by the Purchaser or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Purchaser or for the granting of an administration order in respect of the Purchaser, or any proceedings are commenced relating to the insolvency or possible insolvency of the Purchaser; or

(ii) the Purchaser suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under these terms and conditions or any other contract between Swagelok London and the Purchaser, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Purchaser ceases to trade; or

(iii) the Purchaser encumbers or in any way charges any of the Goods.

d) Swagelok London shall be entitled to recover payment for the Goods notwithstanding that ownership of the Goods has not passed from Swagelok London.

e) The Purchaser grants Swagelok London, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to recover them, where the Purchaser's right to possession has terminated.

f) Where Swagelok London is unable to determine whether any Goods are the goods in respect of which the Purchaser's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by Swagelok London to the Purchaser in the order in which they were invoiced to the Purchaser.

g) Swagelok London has the right to suspend any further deliveries and cancel any existing orders the Purchaser has made should one of the insolvency or bankruptcy events in clause 8c)i) take place.

9. DELIVERY

Whilst every effort is made to adhere to delivery dates, time shall not be deemed to be of the essence and no liability can be accepted for any loss occasioned by or consequential on the non-delivery on the expected date or delayed delivery. Deliveries offered ex-stock are subject to the Goods being unsold at the date of receipt of the Purchaser's Order. In case of unforeseen delay on delivery notification will be given.



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10. LOSS AND/OR DAMAGE IN TRANSIT

Insofar as is permitted by statute there is hereby excluded on our part all responsibility for loss or damage in transit once risk has passed to the Purchaser under condition 6 above. Both Swagelok London and the carriers concerned must be advised in writing of non-delivery of Goods within 10 days of the date of our invoice, and in the case of damage within 3 days of receipt of consignment.

11. SHORTAGE OR ERROR

No claim can be considered unless Swagelok London is notified in writing within 3 days of receipt of consignment.

12. EMPTY CASES AND CONTAINERS

Except where stated otherwise, cases and containers are not returnable.

13. ILLUSTRATION AND SPECIFICATIONS

Catalogues and other illustrations and specifications are subject to alteration without notice. They are not binding and are only intended to represent generally the type of Goods offered. Owing to improvement and revision of design, components may not conform to them in detail.

14. SAFE PRODUCT SELECTION

When selecting a product or service, the total system design must be considered to ensure safe, trouble free performance. Function, material compatibility, adequate ratings, proper installation, operation and maintenance are the responsibility of the Purchaser and/or system designer and user. Proper installation, operation and maintenance are the responsibility of the Purchaser. Purchaser shall review all bills of materials, product information drawings, and any other Assembly documentation to verify it meets Purchasers needs.

15. WARRANTY

Swagelok London offers no warranty beyond that which may be offered by the manufacturer of the Goods. Assemblies are warranted for a period of one year for defects in material and workmanship. The Swagelok Limited Lifetime Warranty, incorporated herein by reference, applies only to individual Swagelok branded products whether provided as discrete components or within an assembly. The Swagelok Limited Lifetime Warranty does not apply to products outsourced from third-party suppliers.

16. LIMITATION OF LIABILITY

Subject to conditions 9, 10 and 11, Swagelok London's liability, whether in contract, tort, (including breach of statutory duty), misrepresentation, restitution or otherwise for:

(i) any breach of these terms and conditions,

(ii) any use made by the Purchaser of any of the Goods, or of any product incorporating any of the Goods,



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(iii) any representation, statement or tortuous act or omission including negligence arising under or in connection with the Order or these terms and conditions between the Purchaser and Swagelok London,

(iv) penalties or penalty clauses of any description incurred by the Purchaser,

(v), indemnification of the Purchaser or others for costs, damages, or expenses each arising out of or related to the Goods or services of this Order,

(vi) certification, unless otherwise specifically provided herein, or

(vii) indirect or consequential damages under any circumstance, including any lost profits, business interruption, depletion of goodwill, or other consequential damages howsoever caused, shall in no event exceed the purchase price of the Goods or service paid by the Purchaser.

17. AMENDMENTS, CANCELLATION OR RETURN

Whilst every effort will be made to meet the Purchaser's individual requirements, amendment, cancellation or return of any Order or part thereof can only be accepted by agreement. In the case of Assemblies, following placement of a purchase order or signing of a Proposal document any modification to an Assembly required by the Purchaser may result in additional charges. If Purchaser cancels after acceptance of Proposal or placement of a purchase order, Purchaser shall pay for the materials and work carried out on the Assembly up to the time of cancellation; the sum to be paid shall not exceed the amount proposed for the Assembly.

18. RETURN POLICIES

The sealed packages in which products are shipped, maintain cleanliness and facilitate traceability of the contents.

They are part of the products specification and Q.A. Procedures. Returned items will not be accepted for credit if the return is made more than 30 days after delivery, or the packages are opened, damaged or missing. Standard price list items may, at our discretion, be returned for credit subject to a minimum restocking/re-inspection charge of 20%. Prior approval for all returns must be obtained from our customer service dept. All returns are subject to reinspection as per our Quality Assurance Procedures.

Items marked *SPL* on the Proposal, order confirmation or covering paperwork ARE NON-STANDARD AND THEREFORE NON-CANCELLABLE AND NON-RETURNABLE.

19. DATA PROTECTION

All personal information that we may collect (including but not limited to your name, address, telephone number) will be collected, used and held in accordance with the provisions of the Data Protection Act 2018 and your rights under the Act as well as the General Data Protection Regulation (GDPR) and subsequent updates. We may use your personal information to process your payment, communicate with you about your account, products, services, events, surveys and promotions by Swagelok London, sending you samples, products an information, verifying your identity, processing, evaluating and responding to your requests, enquiries and applications and for purpose disclosed at the time you provide your personal information or otherwise with



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your consent. For further information about our Privacy Notice and Data Protection policy visit:
London.swagelok.com or email privacy.complaints@london.swagelok.com.

20. FORCE MAJEURE

Should delivery be delayed or Swagelok London is unable to deliver the Goods or services due to acts beyond its reasonable control, including without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, Swagelok London shall not be liable for any late delivery charges, liquidated damages, or other claims for any failure or omission in the performance of these terms and conditions. Swagelok London shall give prompt notice of either the circumstances causing the delay and best estimate as to the expected period of the delay, or of notice that the Goods or service are undeliverable.

21. GENERAL

- a) The contract and these terms and conditions between the Purchaser and Swagelok London shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.
- b) If any provision of these terms and conditions is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the terms and conditions shall continue in full force and effect.
- c) Failure or delay by Swagelok London in enforcing or partially enforcing any provision of these terms and conditions shall not be construed as a waiver of any of its rights under these terms and conditions.
- d) Unless the Purchaser notifies Swagelok London in writing of any exceptions to these specific terms or the Standard Terms and Conditions of Sale prior to submission of any order, instruction to proceed or any other form proposal acceptance then order placement, instruction to proceed or any other form of proposal acceptance shall constitute the Purchasers acceptance of the Terms contained herein. Any Purchaser response which states different or additional terms is specifically rejected unless agreed to in writing by Swagelok London. Swagelok London's failure to object to provisions contained in any communication from the Purchaser will not be deemed a waiver of the Terms contained herein.
- e) Any waiver by Swagelok London of any breach of, or any default under, any provision of these terms and conditions by the Purchaser shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other provisions of these terms and conditions
- f) These terms and conditions constitute the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- g) Each party acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in these terms and conditions.



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- h) Nothing in these terms and conditions shall limit or exclude any liability for fraud
- i) The parties do not intend that any term of these terms and conditions shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to them.

END

DATED: 7th October 2019

