



Famatek[®]uk

**Invoice Terms
& Conditions**

**Ingenuity and
electrical solutions**



FAMATEL UK LTD — INVOICE TERMS & CONDITIONS

(20st January 2025)

1. Application

These Terms and Conditions apply to the purchase of the **Goods** detailed on this invoice ("Goods") by you ("Buyer") from **FamateL UK Ltd**, Unit 34–36 Buckingham Road, Lynx Crescent, Weston Industrial Estate, Weston-super-Mare, BS24 9BG ("Seller"). No other terms apply unless agreed in writing.

These Terms reflect those issued with the Seller's quotation, updated to apply at invoice stage.

2. Interpretation

- "Business day" means any day except Saturday, Sunday or UK bank holidays.
- Headings do not affect interpretation.
- Singular includes plural and vice-versa.

3. Goods

The Goods are as described in the Seller's **Catalogue**, quotation, and this invoice. The Buyer acknowledges it does not rely on any representations except those made in writing.

The Seller may adjust specifications to comply with statutory or safety requirements.

4. Price

The Price is as stated in the quotation and confirmed on this invoice.

The Seller may increase the Price due to factors beyond its control (materials, labour, exchange rates, duties, delivery costs). Any increase will be notified in writing.

Price excludes packaging, transport, VAT and any applicable taxes.

5. Basis of Sale

The quotation constitutes written acceptance of the Buyer's order. A binding contract exists once the Buyer accepts the quotation.

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6. Payment

Payment is due immediately upon receipt of this invoice unless written credit terms apply.

Payment must be made even if delivery has not occurred or title has not passed.

If payment is late, the Seller may:

- Suspend deliveries
- Cancel pending orders
- Charge interest at **0.5% per annum above HSBC base rate**

All payments must be made in GBP unless agreed otherwise.

7. Delivery

Delivery occurs when the Goods are delivered or when the Seller notifies the Buyer they are ready for collection.

7A. Carriage, Transit & Delivery Failures

7A.1. The Seller will take all reasonable steps to dispatch the Goods promptly and in accordance with the Buyer's requested delivery service.

7A.2. Once the Goods leave the Seller's warehouse, responsibility for transit, carriage, handling and final delivery passes to the contracted carrier. The Seller is **not legally liable** for any delay, failed delivery, mis-routing, loss, or carrier-related service failure once the Goods have been handed to the carrier.

7A.3. No claims will be accepted for losses, costs, penalties, or consequential damages arising from late delivery, failed delivery, or non-delivery caused by the carrier.

7A.4. The Seller is **not obligated** to provide AM delivery, timed delivery, same-day delivery, or re-delivery at its own cost in the event of carrier failure. Any upgraded delivery service requested after dispatch will be chargeable to the Buyer.

7A.5. Risk passes to the Buyer upon dispatch from the Seller's warehouse or upon notification that the Goods are ready for collection, in accordance with Clause 10.

7A.6. The Buyer must raise any **shortage** claims within **24 hours** of delivery and any **defect** claims within **5 days**, as set out in Clause 8. No claims relating to transit delays or carrier performance will be accepted.

8. Inspection, Shortages & Defects

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8.1. Duty to Inspect The Buyer must inspect the Goods immediately upon delivery or collection.

8.2. Not Examined If inspection is not possible, the delivery note must be marked "not examined".

8.3. Shortages — 24 Hours Shortages must be reported **in writing within 24 hours** of delivery. Claims made after 24 hours will not be accepted.

8.4. Defects / Non-Conformity — 5 Days Faults, defects or non-conformity must be reported **in writing within 5 days** of delivery. Claims made after 5 days will not be accepted.

8.5. Seller Inspection The Seller must be permitted to inspect affected Goods before they are used, installed, altered or modified.

8.6. Remedy Where the Seller agrees a shortage or defect exists, it will rectify or replace the Goods within a reasonable time.

8.7. Exclusions The Seller is not liable for issues arising from misuse, incorrect handling, improper storage, negligence, wilful damage or alteration by the Buyer or third parties.

9. Returns

9.1. Goods may not be returned without prior written agreement. **9.2.** Returns are accepted only where the Seller is satisfied the Goods are defective and such defects were not discoverable on inspection. **9.3.** The Seller may replace defective Goods within 15 days or refund the Price.

9.4. Goods launched within six months may be returned within 60 days of delivery, subject to:

- Buyer bearing return costs and risk
- Buyer indemnifying Seller for deterioration caused by incorrect handling or storage

9.5. No liability exists for defects arising from normal wear, misuse, incorrect installation, negligence or alteration.

9.6. SP-Coded Goods (Specials) All product codes beginning with "SP" are **non-returnable, non-refundable and not eligible for credit** under any circumstances.

9.7. All stock returns are subject to the Seller's standard **2-for-1 replacement policy**, subject to confirmation at time of return.

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10. Risk & Title

Risk passes to the Buyer upon delivery or notification of readiness for collection.

If the Buyer fails to take delivery, risk passes when delivery was tendered.

Title does not pass until the Seller receives full payment in cleared funds.

The Seller may repossess Goods if payment is not made. The Buyer must return such Goods at its own cost.

The Buyer's right to possession terminates if it:

- Breaches these Terms
- Enters bankruptcy or insolvency
- Enters liquidation, administration or creditor arrangements

11. Rights, Warranties & Liability

11.1. All implied terms are excluded to the fullest extent permitted by law (except Section 12 Sale of Goods Act 1979). **11.2.** The Seller is not liable for direct or indirect loss, including loss of profit or consequential damages. **11.3.** Liability is not excluded for:

- Death or personal injury caused by negligence
- Fraud or fraudulent misrepresentation
- Any matter unlawful to exclude

11.4. Limitation of Liability The Seller's total liability for any claim shall not exceed the **Price of the Goods** to which the claim relates.

12. Buyer Responsibilities

12.1. Storage & Handling The Buyer is responsible for correct storage, handling and protection of the Goods.

12.2. Installation Responsibility The Buyer is solely responsible for correct installation and use of the Goods. The Seller accepts no liability for defects or failures arising from incorrect installation or use outside intended application.

12.3. Product Suitability The Buyer is responsible for ensuring the Goods are suitable for their intended purpose.

13. Warranty

Unless otherwise stated, the Seller provides a **12-month warranty** against manufacturing defects only. This warranty does not cover misuse, incorrect installation, wear and tear, or damage caused by third parties.

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14. Cancellation

Orders may not be cancelled once accepted without written agreement. The Seller may charge cancellation fees or recover costs incurred.

15. Packaging & Pallets

Special packaging, pallets or non-standard delivery requirements requested by the Buyer will be charged at cost.

16. No Set-Off

The Buyer may not withhold payment or set off any sums due to the Seller under any circumstances.

17. Export Sales

For export orders, risk passes to the Buyer upon loading onto the international carrier. All duties, taxes, customs charges and import compliance obligations are the responsibility of the Buyer.

18. Force Majeure

Neither party is liable for delays caused by events beyond reasonable control, including power failure, ISP failure, industrial action, civil unrest, fire, flood, storms, earthquakes, terrorism, war, government action, or **carrier failure**.

19. No Waiver

Failure to enforce any provision does not constitute a waiver of future breaches.

20. Severance

If any provision is unlawful or unenforceable, it is severed and the remainder continues in force.

21. Law & Jurisdiction

These Terms are governed by the laws of England and Wales. Any disputes fall under the exclusive jurisdiction of the courts of England and Wales.