



Terms & Conditions

September 2019

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1. STANDARD TERMS AND CONDITIONS FOR THE SALE OF GOODS

1.1 Interpretation of the following conditions:

1.1.1 Working Day Definition

| a weekday other than a Saturday or Sunday, or Public Holidays | when the banks are open for business in the City of London

1.1.2 The Company

| Floodshield Limited

1.1.3 Conditions Definition

| these standard terms and conditions of sale and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Customer and the Company;

1.1.4 Contract Definition

| the Contract between the Customer and the Company for the sale and purchase of Goods

1.1.5 Customer Definition

| a business or a consumer (as the case may be) whose order for the Goods is accepted by the Company

1.1.6 Goods Definition

| the Goods (including any instalment of the Goods) which the Company is to supply in accordance with these Conditions.

2. COMPLETE AGREEMENT

2.1 These Conditions shall govern the Contract to exclusion of any other terms and conditions between the Company and the Customer and no variation to the Contract or these Conditions (including the incorporation of the Customer's standard terms and conditions of business) shall be binding upon the Company unless agreed in writing by the Company and signed by an authorised representative of the Company.

2.2 Any errors or omissions, be they typing clerical, or other in any catalogue, sales literature, price list, delivery note, invoice or other documentation or any information issued by the Company (in whatever form and on whatever media) shall be subject to correction without any liability on the part of the Company.

2.3 The Company's employees agents or representatives are not authorised to make any representations concerning the Goods unless such representations are confirmed in writing by an authorised representative of the Company.

2.4 Ordering and Delivery Information must be reviewed prior to placing your order, as these conditions may change from time to time. See clause 4.8.1

3. CONTRACT

3.1 No order submitted by the Customer shall be deemed to be accepted by the Company until the Goods have been delivered by the Company and a delivery message issued to the Customer.

3.2 The Customer shall be responsible for ensuring the suitability for purpose of any and all items ordered through the Company, and accuracy of any such orders submitted by the Customer to the Company including confirming in writing any telephone orders and for giving the Company any necessary information relating to the Contract and delivery (as the case may be) within a sufficient time to enable the Company to deliver the Goods to the premises notified to the Company by the Customer.

3.3 Written confirmations of any telephone orders shall clearly indicate that they are only confirming earlier telephone orders and shall contain details of the Customer's account number and purchase order number.

4. PRICE & AVAILABILITY

4.1 The price of the Goods shall either be the price payable for the Goods at the time of acceptance of the Customer's order in accordance with the provisions of Clause 3.1 or in cases where the Customer has paid for the Goods by credit card or cheque and payment has cleared the price paid for the Goods by the Customer at the time when payment cleared subject to the Company reserving the right by giving notice in writing to the Customer at any time before delivery to increase the price of the Goods to reflect any increase in the cost of the Goods to the Company which is due to any matters beyond the Company's reasonable control including (without limitation) any increase in Value Added Tax (VAT), transport costs, carriage, postage and packaging and any other applicable duties and taxes.

4.2 Delivery charges will be advised to the customer prior to the acceptance of on order.

4.3 All prices stated in any Company's catalogue, sales literature, price lists or other documentation (issued by the Company from time to time in whatever form and on

whatever media) may be altered by the Company at any time without giving notice to the Customer.

4.4 The price for any Goods quoted in any catalogues sales literature or price lists is exclusive of any applicable VAT and carriage, postage and packaging and any other duties taxes and applicable charges in relation to the Goods which the Customer shall additionally be liable to pay to the Company.

4.5 The price for the Goods stated in any invoice shall be exclusive of VAT.

4.6 The Customer shall be liable for any reasonable costs incurred by the Company in the event of variation or suspension of any order by the Customer.

4.7 Due to external forces or extraordinary demand certain items may not be readily available. In such cases, we shall endeavour to offer the same, or similar products via an alternative distributor at the prices reflected on our web site(s), however additional packaging and carriage charges may be incurred.

4.8 Additional Ordering and Delivery conditions that may change from time to time are listed below:

4.8.1 Ordering and Delivery Information

Delivery access - Orders may be delivered in lorries of up to 28 tons. It is important that your property is accessible by such vehicles.

Credit card and Debit Card orders are processed immediately. Payments by BACs or by Cheque may require bank clearance prior to goods being shipped.

Occasionally, due to external forces or extraordinary demand certain items may not be readily available.

5. TERMS OF PAYMENT

5.1 Subject to any other provisions in these Conditions all invoices shall be paid by the Customer within fourteen days of the date of the Company's invoice.

5.2 The time of payment of any invoice shall be of the essence of the Contract and receipts for payment shall be issued to the Customer only upon request.

5.3 If the Customer fails to make any payment on the due date then (without prejudice to any other rights or remedies the Company may have) the Company shall

be entitled to:

5.3.1 cancel the Contract or suspend any further deliveries to the Customer.

5.3.2 charge interest on a day to day basis on all overdue sums owing to it under these Conditions at the rate of 4 per cent over the base rate of the HSBC Bank Plc from time to time and interest shall be calculated from the date the sums in question were payable to the date on which payment is made in full whether before or after judgment.

5.3.3 Non-account customers are required to pay the Company for all orders for Goods in full by debit card, credit card or cheque and the Goods in question shall only be Delivered to the Customer (in the case of payment by cheque or credit card) when the Company is satisfied that the payments in question have cleared.

6. CREDIT

6.1 While the Company predominantly accepts only pre-payment, it may rarely, at its discretion, offer the Customer credit and in cases where credit is offered to the Customer payment shall be made by the Customer in accordance with the provisions of Clause 5.1.

6.2 Credit shall be offered to the Customer subject to the Company being satisfied as to the Customer's credit worthiness and the Customer acknowledges that the Company may carry out status enquiry checks on the Customer and the Company may at any time at its option withhold Delivering any of the Goods to the Customer until such time as the credit worthiness of the Customer has been approved or the Customer has provided sufficient security to the Company or the Customer has made payment in full for the Goods in question and failure to provide sufficient security or to make payment in full for the Goods shall entitle the Company at its discretion to suspend Delivering any Goods or cancel the Contract without the Company incurring any liability to the Customer.

7. DELIVERY

7.1 The Company shall deliver the Goods to any premises (whether in the United Kingdom or in any other country) notified to the Company by the Customer and for the avoidance of doubt the Customer shall be liable for any costs incurred by the Company in relation to carriage, postage and packing and any other applicable

duties taxes and charges.

7.2 Delivery access - Orders may be delivered in lorries of up to 28 tons. Therefore, it is important that your property is accessible by such vehicles.

7.3 The Company shall use its reasonable endeavours to deliver the Goods to the premises stated by the Customer by any delivery date estimated by the Company and for the avoidance of doubt the Customer acknowledges that the delivery date is not guaranteed or of the essence of the Contract and that the Company shall in no circumstances be liable to the Customer for any losses, damages or charges incurred by the Customer due to the late delivery of the Goods.

7.4 Goods delivered to the Customer shall be deemed accepted by the Customer and the Customer shall inspect the Goods immediately upon delivery and in all cases shall inform the Company in writing within 5 (five) days of delivery of any damage, shortages or non delivery of the Goods.

7.5 Where the Goods are being purchased by a business for use in the business and delivered in instalments each delivery shall constitute a separate contract and failure by the Company to deliver one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as repudiated.

7.6 Delivery charges will be advised to the customer prior to the acceptance of an order.

7.7 It is required that there is someone available at the delivery address to receive deliveries. In the absence of someone to receive a delivery, written instructions may be attached to the main door of the property to which delivery is to be made. Such instructions can include a location at the property where can be safely stored in the absence of someone to receive the order

7.7.1 Should there be nobody available to receive the order, delivery will have to be arranged for another time, and this may incur an extra delivery charge of £25

7.7.2 Our deliveries are made by driver only vehicles, as such the driver will not usually help other than offloading the vehicle. It is important that the customer has sufficient help at the property to offload the vehicle as many items are bulky and or heavy.

7.8 If the Customer fails to take delivery of the Goods (or fails to give the Company adequate delivery instructions at the time stated for delivery otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of the Company's fault) then without prejudice to any other rights or remedies available to it the Company may:

7.8.1 store the Goods until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or

7.8.2 sell the Goods at the best price readily obtainable (after deducting all reasonable storage and selling expenses) and charge the Customer any shortfall below the price obtained under the Contract.

8. RISK

8.1 Risk of damage to or loss of the Goods shall pass to the Customer:

8.1.1 in the case of Goods being collected by the Customer at the Company's premises after notification from the Company that the Goods are ready for collection, at the time when the Customer collects the Goods from the Company's premises; or

8.1.2 in the case of Goods which are not being collected by the Customer and which are being delivered to the Customer's premises at the time of delivery, or if the Customer wrongfully fails to take delivery of the Goods, at the time when the Company has tendered delivery of the Goods to the Customer.

9. PROPERTY

9.1 Notwithstanding delivery and the passing of risk in the Goods the property in the Goods shall not pass to the Customer until the Company has received in cash or cleared funds, payment in full for the price of the Goods and all other Goods agreed to be sold by the Company to the Customer for which payment is then due.

9.2 Until such time as property in the Goods passes to the Customer the Customer shall keep the Goods separate from the Customer's Goods and those of any third parties and properly stored, protected and insured and identified as the Company's property.

9.3 Until such time as property in the Goods passes to the Customer the Company shall be entitled at any time to require the Customer to deliver up the Goods to the Company and if the Customer fails to do so immediately the Customer shall permit the Company its agents or representatives to enter upon the Customer's premises or any premises of any third party where the Goods are stored and repossess the Goods.

10. CANCELLATION

10.1 No order which has been accepted by the Company in accordance with the provisions of these Conditions may be cancelled by the Customer except with the agreement in writing of an authorised representative of the Company and on the terms that the Customer may be required to indemnify the Company in full for any costs, damages, losses charges and expenses (including any loss of profit) incurred by the Company as a result of the cancellation.

11. RETURNS POLICY

11.1 Goods are not sold on a trial basis, nor on a basis of Sale or Return. The Company shall not refund monies for Goods which are bought in error, in excess of requirements, or are not resalable. Where a Customer is not satisfied with Goods and / or does not want them, the Goods can, within sixty (60) days from receipt of Goods, be returned to the Delivery Depot, only if they are fully re-saleable. In the event of such returns, the Customer acknowledges that it shall be liable for all reasonable costs incurred by the Company in relation to carriage, postage, and packaging and the Company shall invoice the Customer for any costs in question incurred and payment shall be made by the Customer in accordance with the provisions of Clause 5.1.

11.2 A Returns Authorisation Number must be obtained before any Goods can be returned to the Company, which number may be obtained by the Customer from the Company's customer service department.

11.2.1 All repairs, replacements or refunds will be processed following receipt and inspection by our Returns department

11.2.2 The Goods must also be packaged in all their original packaging so as to ensure safe transit and ease of identification and be returned in their entirety.

11.2.3 The manufacturer's packaging must not be damaged or defaced.

11.2.4 The Customer should attach a return address label (found on the reverse of the Delivery note) to the outer brown cardboard box and the Company will arrange for it to be collected.

11.2.5 The Company shall refuse Goods returned without a Returns authorisation number

11.3 The return of faulty Goods is subject strictly to individual manufacturers' Dead Upon Arrival policies (DOA). (Individual manufacturers' DOA policies may be obtained by the Customer by contacting the Company's customer service department.) Where a Customer notifies the Company of a defect in the Goods within the time provided for in the applicable manufacturer's DOA policy, which defect is subsequently verified by the Company's technical inspectors, the Company will replace the Goods or refund the monies paid by the Customer for the Goods.

11.4 The Goods will be tested upon receipt. If no fault is found, the Goods will be returned to the Customer. If a fault is found and the applicable manufacturer's DOA period is exceeded, then the Goods will be repaired or replaced under the terms of the manufacturer's warranty.

11.5 In the case where it is established that Goods are faulty or defective in line with the individual manufacturer's warranty, most warranty repairs will be carried out on a return-to-Company basis. All parts and labour charges will be waived but the Customer is responsible for ensuring that the Goods are returned to the Company in their original packaging ,or if this is not available, in a stout carton with high density foam providing at least 150mm clearance surrounding the entire product so as to ensure safe transit and ease of identification. In some instances the manufacturer's warranty requires the Customer to contact the repair agent directly. If this is the case, the Customer will be so informed by the Company's customer service department.

11.6 The Customer acknowledges that in all cases all Goods shall be returned to the Company using only a carrier approved by the Company and in cases where the Customer uses an unapproved carrier the Customer shall be liable for all costs losses damages or other charges incurred by the Company in relation to the use by the Customer of the unapproved carrier.

11.7 Risk in any Goods that the Customer is returning to the Company shall remain with the Customer until the Goods have been delivered to the Company's premises and accepted by the Company.

12. WARRANTIES, LIABILITY AND SUITABILITY

12.1 In cases where any of the Goods are covered by our manufacturer's warranty, the Customer shall be responsible for contacting and returning any registration or warranty cards to us and for the avoidance of doubt the Company shall not be held responsible for any acts of its agents including (without limitation) any failure by the these agents to replace or repair any of the Goods in question which are the subject to the manufacturer's warranty.

12.2 Subject as expressly provided for in these Conditions and except in cases where the Goods are sold to a person dealing as a consumer (as that term is defined in the Unfair Contract Terms Act 1977) all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

12.3 For the avoidance of doubt where Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976 the statutory rights of the Customer are not affected by these Conditions.

12.4 It is the responsibility of the Customer to ensure that the products ordered and subsequently installed and utilised are suitable for purpose. The Company may upon the Customer's request offer its opinion upon the suitability of certain products for certain applications, however it is the Customer's responsibility to select the products that are appropriate to their needs and those that fulfil the requirements of Local and/or National Government regulations and controls. Products purchased by the Customer should always be installed and/or utilised in accordance with any formal certification that has been issued to the Manufacturer regarding the efficacy of their products, and as per the Manufacturer's written instructions.

12.5 Except in respect of death or personal injury caused by the Company's negligence the Company shall not be liable to the Customer by reason of any representation (unless fraudulent) or any implied warranty, condition or other term or any duty in common law or under the express terms of the Contract for any indirect,

special or consequential losses or damages (whether for loss of profit or otherwise) costs expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company, its employees, agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Customer and the entire liability of the Company under or in connection with the Contract shall not exceed one and a half times the price paid for the Goods in question by the Customer.

12.8 It is the responsibility of the customer to ensure that their doorframe is in good, watertight condition before fitting the Floodshield. It is also the sole responsibility of the customer to ensure that they fit the Floodshield correctly to ensure full protection. The Company accepts no responsibility, and the Customer holds the Company harmless, for any losses resulting from flooding.

12.7 The amount charged for the Goods is calculated with reference to the exclusions and limitations on the Company's liability under these Conditions and the Customer acknowledges that the Company would have been prepared to add a special condition to the Delivery note extending the scope and/or agreeing a higher limit in respect of its liability regarding the Goods subject to the cost of the Goods being increased to take account of the Company's costs in obtaining specific insurance cover for the increased scope and/or amount of its liability to the Customer.

13. INDEMNITY

13.1 The Customer undertakes to the Company that it will immediately indemnify the Company against all proceedings, costs, fees, expenses, payments, liabilities, losses and damages arising out of the breach or negligent performance by the Customer of any terms of the Contract.

14. FORCE MAJEURE

14.1 The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Goods, where the delay or failure was due to any cause beyond the Company's reasonable control and without prejudice to the generality of the foregoing the following shall be regarded (without limitation) as causes beyond the Company's reasonable control:

14.1.1 acts of God, explosion, flood, tempest, fire or accident;

14.1.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

14.1.3 Acts, restrictions, regulations, bye-laws or measures of any kind on the part of any governmental parliamentary or local authority;

14.1.4 import or export regulations or embargoes;

14.1.5 strikes, lockouts or other industrial actions or trade disputes (whether involving employees of the Company or of a third party);

14.1.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery; and

14.1.7 power failure or breakdown in machinery.

15. INSOLVENCY OF CUSTOMER

15.1 This Clause applies if:

15.1.1 the Customer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

15.1.2 an encumbrance takes possession, or a receiver is appointed over any of the property or assets of the Customer; or

15.1.3 the Customer ceases or threatens to cease to carry on business; or

15.1.4 the Company reasonably apprehends that any of the events mentioned above are about to occur in relation to the Customer and notifies the Customer accordingly.

15.2 If this Clause 15 applies then without prejudice to any other rights or remedies available to the Company the Company shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer and if the Goods have been delivered and not paid for the price of the Goods in question shall become immediately due and payable notwithstanding any previous agreement or arrangements to the contrary.

16. EXPORT OR IMPORT LICENCES

16.1 The Customer shall be responsible for obtaining all licenses for the export or import of the Goods and for obtaining any other licenses required for the delivery or sale of the Goods in the country of destination, including any local taxes payable.

17. GENERAL

17.1 No waiver by the Company of any breach of Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provisions of these Conditions. 17.2 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected. 17.3 All notices served under these Conditions shall be in writing and shall be sent to the address of the recipient set out in the invoice (or to any later address in the United Kingdom notified for that purpose) and all notices delivered personally or sent by first class prepaid letter or by facsimile transmission shall be deemed to have been served:

17.3.1 immediately if they were sent by facsimile.

17.3.2 on the second Business Day after posting if served by first class post; and

17.3.3 by delivery of the notice through the letter box of the party to be served and shall be treated and served on the first Business Day after delivery.

17.4 The Company reserves the right to amend these Conditions in respect of any promotion, offer or the like made or issued by the Company from time to time in relation to the Goods.

17.5 These Conditions shall be governed by and construed in accordance with the laws of England.

18. ADDITIONAL TERMS

18.1 The terms set out in this Clause 18 shall apply only to those persons who deal

as a consumer as defined in the Consumer Protection (Distance Selling) Regulations 2000 (Regulations).

18.2 A consumer shall, subject to the terms set out in this Clause 18, have the right to cancel a Contract within seven working days from the day after the date of delivery of the Goods by the Company to the consumer provided that he/she gives written notice of such cancellation in accordance with Clause 17.3.

18.3 If a consumer exercises his/her right to cancel a Contract pursuant to Clause 18.2, the Company shall, in accordance with the Regulations, reimburse any payment made by the consumer within 14 days from the day on which he/she gave such notice of cancellation, provided that the consumer shall not be entitled to a prepayment in the event that:-

18.3.1 he/she does not take reasonable care of the Goods either prior to cancellation of the Contract or, following cancellation, while the Goods remain in the possession of the consumer. For the purposes of this sub-clause 18.3, a consumer shall be deemed not to have taken reasonable care of the Goods if such Goods are not kept packed in their original packaging, with all contents, manuals and accessories and the external packaging is defaced or damaged in any way ; and / or

18.3.2 Any Goods returned by a consumer pursuant to this Clause 18 shall be subject to a return charge of 20% of the purchase price of the Goods or £50 whichever is greater, plus VAT per Goods returned which represents the direct costs incurred by the Company for such return.