



**AIRTEC FILTRATION LIMITED GROUP
(trading as “Airtec Filtration”, “Ztechnique”, and “Air Hire”)
TERMS & CONDITIONS OF ONLINE SALES**

If you have made a mistake in your order and cannot correct it in the shopping cart, contact us and we will correct the mistake.

If you need to reach us, please email us using the link on the store page. Alternatively, you can call on 01744 733211 (International +/00 44 1744 733211) or fax us on 01744 730300 (International +/00 44 1744 730300) or write to us at Manor Street, St Helens WA9 3AX United Kingdom

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions the following expressions shall have the meanings here ascribed to them unless the context requires otherwise:

“Customer” - the person whose order for the Goods is accepted by the Company.

“Goods” - the goods (including any instalment of the goods or any parts for them) which the Company is to supply in accordance with these Conditions.

Non-OEM Goods – means spare parts or consumables for equipment (including, but not limited to, air compressors and ancillary equipment) where such spare parts or consumables are not manufactured by or on behalf of the manufacturer of the equipment to which the spare parts or consumables are intended to be fitted.

“the Company” – Airtec Filtration Limited.

“Conditions” - the standard terms and conditions of sale set out in this document and any special terms and conditions agreed in writing between the Company and the Customer.

“Contract” - the contract for the purchase and sale of Goods by the Company to the Customer.

1.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

1.3 All headings in these Conditions are for convenience only and shall not affect their interpretation.



2. BASIS OF THE SALE

2.1 The Company shall sell and the Customer shall purchase the Goods in accordance with any order of the Customer which is accepted by the Company, subject to these Conditions, which shall, subject to Clause 2.2, govern the Contract to the exclusion of any other terms and conditions subject to which any such order is made or purported to be made, by the Customer. These Conditions shall apply in place and prevail over any terms and conditions which previously applied to contracts between the Customer and the Company, or were implied by trade custom, practice or course of dealing.

2.2 If the Customer is a distributor of the Company and has entered into a distributor agreement with the Company, the terms of the distributor agreement shall, to the extent inconsistent with these Conditions, prevail over these Conditions.

2.3 No variation to these Conditions shall be binding unless previously agreed in writing by the Company.

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

2.4 Any advice or recommendation given by the Company or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by the Company is followed or acted upon entirely at the Customer's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.

2.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

3. ORDERS AND SPECIFICATIONS

3.1 No order submitted by the Customer shall be deemed to be accepted by the Company unless and until confirmed by the Company.

3.2 The Company reserves the right to:

3.2.1 Make any changes in the specification of the Goods which are required to conform with any applicable statutory or EC requirements or, where the Goods are to be supplied to the Company's specification, which do not materially affect their quality or performance; and

3.2.2 Withdraw any product and to modify the design or specification of or materials used in any of its products, without previous notice.



4. PRICE OF THE GOODS

4.1 The price of the Goods shall be the Company's quoted price.

4.3 The quoted price shall be the ex-works price and shall exclude delivery costs which are as follows:

- URGENT - Air Freight World Wide is charged at the cost to us plus 5%
- SEA FREIGHT – Can be arranged on orders above 40,000 Euro only and is charged at cost to us.
- LAND DELIVERY - FREE in UK (at cost to us in USA).

4.4 The price is exclusive of any applicable UK value added or other UK sales tax, which the Customer shall be additionally liable to pay to the Company where applicable. For specific information on taxation charges contact us on +/00 44 1744 733211.

4.5 Quoted prices shall (unless the contrary is stated) be exclusive of any non-UK national, state or local sales, use, value added or other taxes, customs duties, or similar tariffs and fees, all of which shall be the responsibility of the Customer.

5. TERMS OF PAYMENT

5.1 Full payment must be made with order.

5.2 Once the Company confirms acceptance of the order, an invoice will be issued.

5.3 Credit Cards can be used on this web site and also for telephone orders. No credit card details are retained on our system for longer than 30 days from order placement.

6. DELIVERY

6.1 The Company will arrange delivery of the Goods to the address supplied by the Customer with the order.

6.2 We normally despatch your order right away. International orders are generally dealt with by our international partners and delivery dates will be informed by the country partner for your business. If your item is not in stock, we will back order for you. You will always be e-mailed with the option to cancel your order if you would rather not wait.

6.3 You must inform us within 2 working days if the goods are lost or damaged in transit so that we can make a prompt claim against the delivery company and correct the problem. Please quote your order number in all correspondence.

6.4 You agree that proof of delivery supplied by our delivery company is sufficient evidence to establish that goods have been received.



6.5 Time for delivery shall not be of the essence of the Contract unless previously agreed by the Company in writing. The Goods may be delivered by the Company in advance of the quoted delivery date upon giving reasonable notice to the Customer.

7. RISK AND PROPERTY

7.1 Risk of damage to or loss of the Goods shall pass to the Customer at the time when the Goods are despatched from the Company's premises.

7.2 All intellectual property rights shall, unless agreed in writing to the contrary, remain the property of the Company.

8. WARRANTIES AND LIABILITY

8.1 Subject to the conditions set out below, the Company warrants that Goods will materially correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of twelve (12) calendar months from the date of delivery, except for consumable Goods, for which the Company warrants that the Goods will materially correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of three (3) calendar months from the date of delivery. An extended warranty may be available on some Goods – please call us on +/00 44 1744 733211 to enquire about this.

8.2 The above warranty is given by the Company subject to the following conditions:

8.2.1 The Company shall be under no liability in respect of any defect in the Goods arising from any design or specification supplied by the Customer;

8.2.2 The Company shall be under no liability in respect of any defect arising from:

- i. Fair wear and tear;
- ii. Accidental or wilful damage;
- iii. The negligence of any person other than the Company.
- iv. Failure to follow the Company's instructions or guidance, whether oral or in writing;
- v. The use of the Goods for an application other than that for which they are intended;
- vi. The modification of the Goods by the customer or a third party (otherwise than strictly in accordance with the written approval of the Company); or
- vii. Service or repair work undertaken by or on behalf of any person other than the Company (otherwise than strictly in accordance with the written approval of the Company).



8.2.3 The Company shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;

8.2.4 The above warranty does not extend to materials or equipment not manufactured by the Company, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by such manufacturer or supplier, as the case may be, to the Company.

8.3 Subject as expressly provided in these Conditions all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law, provided that nothing in this clause shall limit any liability for death or personal injury

8.4 Any claim by the Customer which is based on any defect in the quantity, quality or condition of the Goods on delivery or their failure at the time of delivery to correspond with specification shall, whether or not delivery is refused by the Customer, be notified to the Company within 2 working days from the date of delivery. If delivery is not refused, and the Customer does not notify the Company accordingly, the Customer shall not be entitled to reject the Goods and the Company shall have no liability for such defect or failure, and the Customer shall be bound to pay the price for the Goods as if the Goods had been delivered fully in accordance with the Contract. For the avoidance of doubt, where the Goods have been bought for resale, the Company shall not accept any responsibility for such defects or failures once the Goods have left the Customer's premises or control, as the case may be.

8.5 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Company in accordance with these Conditions, the Company shall be entitled to replace the Goods, or such defective batch, free of charge or, at the Company's sole discretion, refund to the Customer the price of the Goods, or a proportionate part of the price, but the Company shall have no further liability to the Customer.

8.6 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 at common law, or under the express terms of the Contract, for any loss of profit, indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company, its employees or 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 the price of the Goods, except as expressly provided in these Conditions.

8.7 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, if the delay or failure was due to any cause beyond the Company's reasonable control.

9. EMBARGOED TERRITORIES

The supply of Goods by the Company to the Customer is made on the condition that the Customer shall not:

9.1.1 Export or re-export the Goods to any country or territory where such export or re-export may be prohibited by the laws and regulations of that country or territory or by the laws and regulations of England, any other part of the United Kingdom, the European Union, the United States of America, or by international law ("Embargoed Territories"); or

9.1.2 Re-sell the Goods to any third party unless such re-sale is made on the condition that the third party will not export or re-export the Goods to any Embargoed Territory.

10. NON-OEM GOODS

The Company may supply Non-OEM Goods to the Customer, in which case the Company shall clearly identify the Goods as Non-OEM Goods. Any supply of Non-OEM Goods is made on the condition that the Customer shall not:

10.1.1 Remove or tamper with any branding or identification features on the Non-OEM Goods; or

10.1.2 Add any branding or identification features to the Non-OEM Goods that may make them less identifiable as Non-OEM Goods or imply in any way that the Non-OEM Goods have been manufactured by, on behalf of, or with the approval of, the manufacturer of the equipment to which the Non-OEM Goods are intended to be fitted; or

10.1.3 Re-sell the Non-OEM Goods to any third party without making it expressly clear in writing that the Goods are Non-OEM Goods and including in the terms of such sale conditions identical to the conditions of this Clause 10.

11. RETURNS

Your rights to return goods are protected under the EU Distance Selling Directive.

You are entitled to cancel your order and return the goods within 7 working days for a full refund, excluding the cost of delivery. Do this by contacting us by email or telephone and quoting the order number supplied to you. Your refund will be paid within 30 days. You are responsible for the cost and risk of loss or damage when returning the goods, so you should take out enough freight insurance to cover their value. This cancellation policy



does not affect your rights when we are at fault - for example, if goods are faulty or misdescribed.

Any goods returned should be in saleable condition and unused.

Items ordered by mistake and returned will result in a 20% re stocking fee deducted from your pro forma invoice payment.

If you do not return a good condition turning element* within 30 days with all carriage and customs duty paid you will be charged a 30% on purchase price NRC (Non Return Charge) and all orders suspended until such time as the NRC charge is paid without exception.

* NRC Credit specific Terms & Conditions will be provided to all new Dealers at the onset of the agreement between parties.

12. GENERAL

12.1 No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

12.2 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.

12.3 These Conditions and the documents referred to in it are made for the benefit of the Company and the Customer and their successors and permitted assigns, and are not intended to benefit, or be enforceable by, anyone else. Nothing in the Conditions is intended to confer on any person any right to enforce any Condition of a Contract which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

12.4 The Contract shall be governed by English law, and the Customer agrees to submit to the exclusive jurisdiction of the English courts.

13. PRIVACY POLICY

Airtec Filtration Limited does not disclose buyers' information to third parties other than when order details are processed as part of the order fulfilment. In this case, the third party will not disclose any of the details to any other third party.

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Data collected by this site is used to:

- a. Take and fulfil customer orders.
- b. Administer and enhance the site and service.
- c. Only disclose information to third-parties for goods delivery purposes.

You must not print any correspondence between our company and yours or reproduce any material on our web site for your own use or print any documentation from the web site

Passing off using material from our web site may result in legal action against your company or individuals involved.

Under no circumstances should any material or prices be passed to competitors at any time or legal action may result against you or your company.

No credit card details are retained on our system for longer than 30 days from order placement