

TERMS AND CONDITIONS

1. Definitions

In this document the following words shall have the following meanings:

- 1.1 Agreement” means these Terms and Conditions together with the terms of any applicable Purchase Order or Proforma Invoice;
- 1.2 “Primary Supplier” means Fyntek Group Ltd, 33 Chertsey Road, Woking, Surrey GU21 5AJ Company No. 12300020 for products directly sold by Fyntek Group Ltd under the Fyntek brand;
- 1.3 Affiliate Supplier means Amazon, EBay or any third party affiliate linked to the Fyntek Group Ltd website(s) through which direct purchases of 3rd party supplier products are made;
- 1.4 “Intellectual Property Rights” means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable;
- 1.5 “Purchase Order” and/or “Proforma Invoice” means one and the same thing and is the standard Buyer document which includes a statement describing the goods and/or services to be provided by the Primary Supplier and which provides a maximum value payable by the Buyer to the Primary Supplier. This can be in electronic or paper form;
- 1.6 “Buyer” means the organisation or person who buys goods and/or materials from the Primary Supplier;
- 1.7 “Primary Supplier Personnel” means any employee or contractor employed by the Primary Supplier.

2. General

- 2.1 These Terms and Conditions shall apply to all contracts for the supply of goods and/or services by the Primary Supplier pursuant to one or more Purchase Order.
- 2.2 These Terms and Conditions do not apply to purchase made through Affiliate Suppliers from links connected to the Fyntek Group Ltd website(s). Please refer to the Affiliate Suppliers’ Terms and Conditions in these cases.
- 2.3 Where it is agreed that the Primary Supplier shall supply goods and/or materials, the goods and/or materials to be supplied, the price payable and any other special terms agreed between the parties shall be set out in the Purchase Order. All Purchase Orders shall be subject to these Terms and Conditions.
- 2.4 No changes or variations to these Terms and Conditions or any Purchase Order shall be effective unless agreed in writing between the parties.

3. Price and Payment

- 3.1 The price and any taxes and expenses for the goods and/or services shall be as specified in the Purchase Order.
- 3.2 The Buyer shall pay for the goods and/or services in accordance with the terms set out in the Purchase Order.
- 3.3 The Buyer shall not be responsible for any expenses, charges or price other than those set out in the Purchase Order.
- 3.4 In the event of late payment by the Buyer, the Primary Supplier shall be entitled to charge the Buyer interest at the rate of 2% per annum above the base rate of the Bank of England, from the date when payment becomes due from day to day until the date of payment.
- 3.5 Once a Purchase Order has been agreed by the Buyer the price for the goods and/or materials shall be fixed.

4. Warranty

- 4.1 The Primary Supplier warrants that all goods and materials supplied under this Agreement shall be free from any defects, patent or latent, in material and workmanship, and conform to applicable specifications and drawings as disclosed with the Proforma Invoice.
- 4.2 It is the responsibility of the Buyer to inspect the goods and materials on delivery and to raise any defect issues immediately with the Primary Supplier.
- 4.3 The Buyer accepts the delivery of the goods as being free from defect when the Buyer signs the delivery note to acknowledge receipt and inspection of the goods and materials or after 5 days have expired from the date of delivery.
- 4.4 The Primary Supplier’s obligations under this Clause shall extend to any defect or non- conformity arising or manifesting itself within the manufacturer’s warranty period from delivery where the Buyer has used the products in the correct way;
- 4.5 Correct use of products are in product instructions supplied with the products. Proof of correct use must be provided by the Buyer along with proof of purchase in order to action this warranty clause.
- 4.6 Where there is a breach of the warranty contained in this Clause by the Primary Supplier, the Primary Supplier will repair or replace the defective goods at the Primary Supplier’s risk and expense.

4.7 Items repaired or replaced shall be subject to these Terms and Conditions in the same manner as those originally delivered under this Agreement.

5. Delivery

5.1 Delivery of the goods shall be made to such location as the Buyer shall direct. Any time agreed between the parties for such delivery shall be of the essence of the Agreement and the Primary Supplier has the right to adjust delivery timescales where freight shipping delays occur that are outside of the Primary Supplier’s control.

6. Title

6.1 The Primary Supplier warrants that it has good title to the goods and that it will transfer such title as it may have in the goods to the Buyer pursuant to the Buyer accepting delivery as stated clause 4.3 and making full and final payment of the Purchase Order.

6.2 Title in the goods will pass to the Buyer when the goods are unconditionally appropriated (by either party or by or with the consent of either party) to this Agreement, or on delivery to the Buyer, whichever happens first.

7. Risk

The goods will be and shall remain at the Primary Supplier’s risk until such time as they are delivered to the Buyer (or at his direction), and are found to be in accordance with the requirements of this Agreement. The Primary Supplier will at all times maintain a contract of insurance over the goods which will apply until the title of the goods is assigned to the Buyer in accordance with clause 6.2.

8. Inspection of Goods

8.1 The Buyer shall inspect the goods upon delivery as stated in clause 4.

9. Primary Supplier’s Obligations

- 9.1 The Primary Supplier shall provide the Buyer with such progress reports, evidence or other information concerning the services as may be requested by the Buyer from time to time.
- 9.2 The Primary Supplier shall be responsible for maintaining such insurance policies in connection with the provision of the services as may be appropriate or as the Buyer may require from time to time.

10. Force Majeure

The Primary Supplier shall not be liable for any delay or failure to perform any of its obligations under this Agreement if the delay or failure results from events or circumstances beyond its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, flood, severe weather, pandemic or industrial disputes.

11. Relationship of Parties

Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in this Agreement shall be deemed to construe either of the parties as the agent of the other.

12. Waiver

No failure by the Primary Supplier to enforce any of these Terms and Conditions shall constitute a waiver of its rights hereunder.

13. Notices

Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Purchase Order or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

14. No third parties

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

15. Entire Agreement

This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

16. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.