

We aim to make doing business with Cowie as simple as possible. If you have any questions not dealt with in the following or require clarification please call us on +44 (0)1642 599190 or email enquiries@cowie.com

1 DEFINITIONS

The "**Company**" is Cowie Technology Group Ltd, Ridgeway, Coulby Newham, Middlesbrough, TS8 0TQ, England.

The "**Customer**" is the firm, company or individual who purchases the Goods from the Company.

The "**Contract**" refers to any contract/order between the Company and the Customer for the sale and purchase of Goods.

The "**Goods**" are any goods, product or services agreed in the Contract to be supplied to the Customer by the Company (including any part or parts of them).

The "**Specification**" is the technical specification of the Goods referred to in the order including, but not limited to, samples, drawings, designs or material specifications.

2. APPLICATION OF TERMS & CONDITIONS

The Company only accepts orders for the supply of Goods subject to these conditions. No variation of these conditions shall be valid or binding on the Company unless accepted in writing by the Company.

3. PRICES

Prices for Goods are issued to the Customer by the Company in the form of a price list or quotation which show the validity of the pricing.

All pricing may be subject to alteration without notice. Price Lists and Quotations issued will specify terms to show whether the transportation, duty, taxes and any certification costs are included in the price. Prices include the cost of the Company's normal packaging. Packaging supplied at a Customer's request will be charged extra and will be non-returnable.

4. TERMS OF PAYMENT

Accounts are payable strictly as specified on the Company's invoice and will usually be 30 days nett from the invoice date. No deductions or retentions from the invoice amount by the Customer are permitted.

The Company may, at its discretion, request payment in advance or for trade references, particularly for new Customers.

5. DESPATCH AND DELIVERY

Despatch dates quoted by the Company are estimates only and do not form part of the Contract.

Delivery shall be deemed to have taken place when the Goods are unloaded at the delivery address provided by the Customer or loaded onto the vehicle collecting them from the Company for Ex Works orders.

In the event of any loss, damage or delay to any Goods during transportation delivered at our risk to the Customer, the Customer must notify the Company immediately this default is noted.

6. QUANTITY ORDERED AND DELIVERED

The Company will use all reasonable endeavours to produce and deliver the quantity of Goods ordered but every Contract is subject to margins of variability for quantity (whether over or under the quantity stipulated) and no guarantee is given or implied in this respect on the part of the Company.

7. WARRANTY

The Company warrants that the Goods shall conform with the Specification or be within its usual tolerances as to quality and finish. The Company shall replace or refund the purchase price, at its sole discretion, applicable to any Goods which do not comply with this warranty. Any claim under this warranty must be made within 28 days of delivery of the Goods alleged to be defective.

It is the Customer's responsibility to ensure the Goods are suitable for their contemplated use, whether or not such use is known to the Company.

8. LIMITATION OF LIABILITY

Except for death or personal injury caused by the negligence of the Company, the Company's aggregate liability to the Customer howsoever arising whether for negligence, breach of Contract, misrepresentation or otherwise shall under no circumstances exceed the cost of the defective, damaged or undelivered Goods which give rise to such liability as determined by the price invoiced to the Customer.

9. RETURNS

Surplus Cowie® Standard PTFE Products are accepted for return according to the following conditions -

- a. Prior authorisation has been provided by the Company.
- b. The Goods must be of original Cowie manufacture.
- c. The Goods must be unused and must not be obsolete.
- d. All returns are subject to a re-stocking fee of 30% of the current buying price.
- e. All costs for the return of Goods including taxes, duty and freight are to be paid by the Customer.
- f. Goods must be returned to Cowie Technology Group Ltd, Ridgeway, Coulby Newham, Middlesbrough, TS8 0TQ, England.

Custom Manufactured Products manufactured by the Company for the Customer may NOT be returned.

10. CANCELLATION BY THE CUSTOMER

The Customer may, by written notice, cancel or suspend a Contract for Cowie® Standard PTFE Products not later than 3 days before the scheduled despatch date without any charge.

The Customer may, by written notice, cancel or suspend a Contract for Custom Manufactured Products not later than 14 days before the scheduled despatch date provided that the Customer shall reimburse the Company for any costs incurred up to the date of receipt of the cancellation notice.

11. TERMINATION BY THE COMPANY

The Company shall be entitled to terminate any Contract forthwith by written notice to the Customer if the Customer shall become insolvent; fail to meet the Company's payment terms; have a Receiver appointed, pass a resolution for winding-up or commit a breach of any term of the Contract with the Company.

12. FORCE MAJEURE

If the obligations of the Company under this Contract are prevented, hindered, delayed or rendered uneconomic by reason of force majeure then the Company shall not be responsible to the Customer for any loss or damage incurred or sustained by the Customer as a result. The term force majeure shall include any factor affecting the execution of a Contract attributable to acts, events, non-happenings, omissions or incidents beyond the reasonable control of the Company, typically but not limited to, strikes, riots, war, state of emergency, fire, accident, storm, difficulty or increased expense of obtaining raw materials or delivery of the Goods.

13. CONFIDENTIALITY

All information provided by a Customer to the Company during the normal course of business will remain strictly private and confidential and will not be disclosed to external organisations unless legally obliged to do so.

14. INTELLECTUAL PROPERTY

Unless agreed otherwise, all product specifications, processes, drawings, samples, designs, development work and tooling created by the Company to execute a Contract are owned by and are the Intellectual Property of the Company.

15. COMMUNICATIONS

All notices and communications between the parties about the Contract shall be in writing and may be sent by mail, courier, email or fax.

Communications to the Company shall be sent to the Company's registered address.

Communications to the Customer shall be sent to the address of the Customer set out in the Contract or any other address as notified by the Customer to the Company.

16. CONSTRUCTION

All Contracts made with the Company shall be governed by and construed according to the laws of England and the parties hereby submit to the jurisdiction of the English courts.