SALES CONTRACT

Terms and Conditions of Sale

Check-Flex Limited · Effective date: 1 June 2026

Check-Flex Limited

71–75 Shelton Street, London, WC2H 9JQ, England info@check-flex.co.uk

Definitions

In these conditions:

"Company"
means Check-Flex Limited, registered in England and Wales, whose registered office is at 71–75 Shelton Street, London, WC2H 9JQ.

"Buyer"
means any person, firm, company or unincorporated association which orders or buys goods from the Company.

"Goods"
means all or any goods distributed, sold or supplied from time to time by the Company which are the subject of an Order and, where the context so admits, any instalment thereof.

"Invoice"
means the invoice given or despatched to the Buyer detailing the Goods and the Price.

"Order"
means the contract between the Company and the Buyer (of which these conditions form part) for the supply of Goods by the Company to the Buyer.

"Price"
means the total price to be paid by the Buyer to the Company for the supply of the Goods in accordance with these conditions.

1. Acceptance of Orders

1.1 Any quotation and any catalogue, mail shot, email or other advertisement of Goods shall constitute an invitation to treat only and not an offer to contract. Any order placed by a Buyer for Goods shall be accepted entirely at the discretion of the Company and, if accepted, will be accepted only upon these Conditions.

1.2 These Conditions shall override any contrary, different or additional terms or conditions contained or referred to in a Buyer's order or in any other correspondence or documents from that Buyer, and no addition, alteration or substitution of these Conditions will bind the Company or form part of any Order unless expressly accepted in writing by a person authorised to sign on the Company's behalf.

1.3 A Buyer's order shall be deemed to have been accepted by the Company upon:

1.3.1 Acceptance by the Company of payment in cleared funds for the Goods; or

1.3.2 Despatch to the Buyer of a note advising that the Buyer's Order has been recorded and will be fulfilled once the Goods are available; or

1.3.3 Delivery of Goods to the Buyer or to a person authorised to collect or receive the Goods on the Buyer's behalf.

1.4 Each order so accepted shall constitute an individual legally binding contract between the Company and the Buyer.

2. Sale by Description

2.1 Unless expressly stated otherwise in the Order, all Goods are sold by description and not by sample, even if samples are provided.

2.2 The Buyer's attention is specifically drawn to the manufacturers' brochures and safety literature in respect of the correct use and application of products supplied by the Company.

2.3 The Buyer is wholly responsible for checking that products are entirely appropriate for the use to which they may be put.

2.4 The specification and description of the Goods have been supplied by the manufacturers and are correct to the best of the Company's knowledge at the time of writing. In view of the rights claimed by manufacturers to change specification without notice, and whilst reasonable care is taken to notify such changes, Buyers are advised to check the exact specification of all Goods prior to ordering where variations will be material to performance.

3. Delivery of Goods

3.1 Unless otherwise agreed with the Buyer, the Company shall effect delivery of Goods at the Buyer's expense.

3.2 Delivery of the Goods shall be deemed to have taken place when the Goods reach the Buyer's place of business or the place designated by the Buyer for delivery. In all circumstances, delivery shall take place when the Goods come within the possession or control (actual or constructive) of the Buyer.

3.3 Risk in the Goods shall pass to the Buyer immediately upon delivery, notwithstanding any failure by the Buyer or its representative to endorse acceptance, and the Company shall have no further responsibility in respect of the safety of the Goods thereafter, notwithstanding that ownership shall not yet have passed to the Buyer. Goods damaged by the Buyer, its servants or agents whilst loading and unloading are the responsibility of the Buyer. The Buyer shall insure the Goods against all risks.

3.4 The Company reserves the right to make deliveries by instalment. Where Goods are delivered by instalment, the Buyer shall not be entitled to treat defective delivery in respect of one or more instalments as a repudiation of the whole Order nor to defer payment for any previous instalment.

3.5 Every effort shall be made by the Company to despatch all Goods in good condition and on time. Any time or date for delivery given by the Company is an estimate only. Events beyond the Company's reasonable control that make delivery impossible or essentially difficult shall entitle the Company to cancel the Contract or to postpone delivery until such hindrance is overcome. Such hindrance shall include official acts, unavailability of raw materials or Goods, difficulty in production or transport, strikes, lockouts, fire, flooding, or destruction of Goods in transit.

3.6 The right to cancel the Contract shall be available to the Company if material changes in the business situation of the Buyer are considered by the Company to have taken place.

4. Inspection and Acceptance of Goods

4.1 The Buyer shall inspect the Goods immediately upon delivery and shall, within five days of delivery (time being of the essence), give written notice to the Company of any alleged shortages, defects, damage, or other matter by reason of which the Buyer alleges that the Goods are not in accordance with the Order. If the Buyer fails to give notice within five days, the Goods shall be conclusively presumed to be in accordance with the Order in all respects and the Buyer shall not thereafter be entitled to reject the Goods or to claim in respect of any shortage, damage or other defect.

4.2 Where damage or defect was not apparent on reasonable inspection, notice shall be given to the Company within four days of discovery, provided discovery occurs within 28 days of delivery. Subject to this, clause 4.1 shall apply.

5. Property in Goods and Risk

5.1 Notwithstanding delivery and the passing of risk, property in the Goods shall not pass to the Buyer until the Company has received in cash or cleared funds payment in full of the Price and all other sums (including VAT) which may be due from the Buyer to the Company.

5.2 Until property in the Goods passes, the Buyer shall keep the Goods free from any lien, charge or encumbrance. The Company may require the Goods to be returned and, if such requirement is not met within three days of demand, may take possession of the Goods and is hereby authorised to enter any premises of the Buyer or any third party where the Goods are kept for the purpose of taking possession.

5.3 Until property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Company's fiduciary agent and bailee, and shall keep them separate from its own property and that of third parties, properly stored, protected, insured and identified as the Company's property. If the Buyer sells, disposes of or processes the Goods it shall receive and hold as trustee for the Company the proceeds of such sale, disposal or processing, keeping those proceeds separate from its own and any third party monies, and shall pay such proceeds to the Company as soon as possible.

5.4 The Company shall be entitled to sue for the Price, charges, expenses and VAT once payment is due, notwithstanding that property in the Goods has not passed to the Buyer.

6. Price and Payment

6.1 The Price shall be calculated by reference to the price quoted by the Company plus Value Added Tax at the applicable rate and any other applicable taxes, duties and charges as specified in the Invoice. Unless otherwise agreed, quotations are valid for 30 calendar days from the date of quotation.

6.2 The Price shall be payable in the currency stated in the contract and Invoice, free of all charges to the Company. The Company reserves the right to alter the Price in the event of any increase in import duty, tax variation, freight, carriage or insurance charges, or any other charge to which the Goods are subject. The Buyer shall also bear any increase in Price arising from currency revaluation or devaluation.

6.3 All invoices shall be paid by the Buyer within 60 calendar days of the date of delivery of the Goods or the date of the Invoice, whichever is the earlier (the "Due Date"). The Company reserves the right to issue further invoices in respect of increases or other charges not ascertainable at the time of the original Invoice.

6.4 The Price and any increases, other charges and Value Added Tax shall be paid in full on or before the Due Date unless otherwise agreed in writing between the parties.

6.5 **If the Price is not paid in full by the Due Date:**

6.5.1 Interest shall be payable in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and any statutory instrument or amendment made thereunder; and

6.5.2 The Buyer shall reimburse the Company on a full indemnity basis for all costs and expenses incurred in connection with the recovery of any monies due.

6.6 Timely payment of the Price is of the essence. If the Buyer fails to make timely payment, the Company may at its option either suspend all further deliveries under the Order until payment in full is received, or cancel the Order and any subsequent Orders so far as Goods remain to be delivered.

6.7 Payments made by the Buyer shall be applied by the Company to Invoices in such order or manner as the Company shall in its entire discretion think fit.

6.8 Except with the express written agreement of the Company, no deduction shall be made by the Buyer from any payment for Goods on account of any matter whatsoever, including but not limited to any set-off, compensation, counterclaim or present or future taxes.

7. Warranty

7.1 The Company warrants that:

7.1.1 It has the right to sell the Goods; and

7.1.2 The Goods shall correspond with their description as set out in the documents issued by the Company, unless the Buyer is specifically advised to the contrary prior to delivery.

7.2 Check-Flex Limited will remedy defects in materials and/or workmanship in any new Check-Flex® valve for a period of two (2) years from the documented date of purchase, provided the valve has been used in accordance with the Company's instructions and recommendations and under normal operating conditions.

7.3 The warranty period is extended to four (4) years from the documented date of purchase where the Buyer has registered the product with the Company in accordance with the Company's registration process within 90 days of purchase.

7.4 The warranty does not cover damage caused by external mechanical forces, interference by humans, animals or machines, or modification or alteration of the valve in any way post-production.

8. Limitation of Liability

8.1 The Company's liability under clause 7 shall be to the exclusion of all other liability to the Buyer, whether contractual or otherwise, for defects in the Goods or for any loss or damage caused by the Goods. All other conditions, warranties and other statements concerning the Goods, whether express or implied by statute, at common law or otherwise, are hereby excluded to the fullest extent permitted by law. In particular, except as set out in clause 7, the Company grants no warranties regarding fitness for purpose, performance, use, nature or merchantable quality of the Goods.

8.2 Nothing in these Conditions shall exclude or limit the Company's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited under the Unfair Contract Terms Act 1977 or any other applicable law.

8.3 Subject to clause 8.2, in no circumstances shall the Company be liable to the Buyer or any third party in contract, tort (including negligence or breach of statutory duty) or otherwise for:

8.3.1 Any increased cost or expense;

8.3.2 Any loss of profit, business, contracts, revenue or anticipated savings; or

8.3.3 Any special, indirect or consequential loss or damage of any nature whatsoever arising directly or indirectly out of the supply of Goods or any failure or defect therein or the performance, non-performance or delayed performance of the Order.

8.4 The Company supplies Goods on the basis that the Buyer, or a competent design professional retained by the Buyer, is responsible for assessing the suitability of the Goods for the specific application, installation conditions, and operating environment. The Company has no knowledge of or control over the conditions at the point of installation, the design of the system in which the Goods are incorporated, or the consequences of any failure in that system. Subject to clause 8.2, the Company's total liability to the Buyer in respect of any Order, in contract, tort (including negligence or breach of statutory duty) or otherwise, shall be limited to the Price paid under that Order.

9. Force Majeure

9.1 The Company shall not be responsible for any delay or failure to fulfil any of its obligations under the Order, nor be liable for any loss or damage suffered by the Buyer or any third party, where such delay or failure is caused directly or indirectly by any act of God, war, government or parliamentary restriction, import or export regulation, strike, lockout, trade dispute, fire, theft, flooding, breakdown of plant or premises, failure of computer systems or supplies, transportation problems or any other cause beyond the reasonable control of the Company.

10. Indemnity

10.1 The Buyer shall indemnify the Company in respect of all loss, damage or injury occurring to any person, firm, company or property, and against all actions, suits, claims, demands, charges or expenses in connection therewith for which the Company may become liable, where such loss, damage or injury has been occasioned by the negligence or breach of duty of the Buyer.

11. Termination

11.1 In the event of the Buyer committing any breach of any term or provision of the Order, going into liquidation, having a receiver, administrator or similar officer appointed over the whole or any part of its assets, becoming bankrupt or insolvent, or entering into any composition or similar arrangement with its creditors, or if any circumstances arise which in the sole opinion of the Company render any of the foregoing likely to occur, then the Company shall be entitled, without notice and without any liability whatsoever, to terminate the Order forthwith and to enter the Buyer's premises for the protection, removal, realisation and disposal of any Goods in which property has not passed to the Buyer. The Company shall also be entitled to cancel all outstanding Orders or any part thereof.

11.2 Termination of the Order shall not discharge any pre-existing liability of the Buyer to the Company, and on such termination the Company shall be entitled to recover from the Buyer such loss or damage as it has suffered by reason of such termination.

12. General

12.1 No failure or delay by the Company to exercise any right, power, remedy or privilege shall operate as a waiver of the same.

12.2 If any provision of these Conditions is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed severed from the remaining provisions, which shall continue in full force and effect.

12.3 These Conditions together with the Order constitute the entire agreement between the parties in relation to their subject matter and supersede all prior agreements, representations and understandings between the parties.

13. Governing Law and Jurisdiction

13.1 These Conditions and any Order shall be governed by and construed in accordance with the laws of England and Wales.

13.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Conditions or any Order, or their subject matter or formation (including non-contractual disputes or claims).