

## FP INNOVATIONS LIMITED

### Terms of Business

#### 1. Interpretation

1.1. The definitions and rules of interpretation in this condition apply in these conditions.

**Buyer:** the person, firm or company who purchases the Goods from FP Innovations.

**Carrier:** the person who delivers the Goods to the Buyer's designated premises on behalf of FP Innovations.

**Contract:** any contract between FP Innovations and the Buyer for the sale and purchase of the Goods, incorporating these conditions.

**Delivery Point:** the place where delivery of the Goods is to take place under condition 4.

**FP Innovations:** FP Innovations Limited, a company registered in England and Wales under registration number 5262638, whose registered office is at North House, 198 High Street, Tonbridge, Kent TN9 1BE.

**Goods:** the projectors, plasma screens, presentation and training equipment, board room and training room furniture, audio systems and/or any other goods agreed in the Contract to be supplied to the Buyer by FP Innovations (including any part or parts of them).

**Order:** an order for Goods and/or Services submitted by the Buyer.

**Proposal:** the proposal prepared by FP Innovations for a specific project of the Buyer.

**Quotation:** means the quotation submitted by FP Innovations to the Buyer for the Goods and/or Services.

**Services:** the installation, training, maintenance, consultancy, system design and integration, project management and/or any other services agreed in the Contract to be supplied to the Buyer by FP Innovations (including any part or parts of them).

**Website:** the website used by FP Innovations in its business and having the URL [www.fpinnovations.co.uk](http://www.fpinnovations.co.uk) or [www.presentationworlduk.com](http://www.presentationworlduk.com)

1.2. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

- 1.3. Words in the singular include the plural and in the plural include the singular.
- 1.4. A reference to one gender includes a reference to the other gender.
- 1.5. Condition headings do not affect the interpretation of these conditions.

## 2. **Application of terms**

- 2.1. Subject to any variation under condition 2.4 the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).
- 2.2. No Order placed by the Buyer shall be deemed to be accepted by FP Innovations, and no Contract shall exist, until a written acknowledgement of Order is issued by FP Innovations or (if earlier) FP Innovations delivers the Goods to the Buyer and/or performs the Services. FP Innovations also reserves the right to cancel a Contract or an Order if a credit or debit charge transaction in respect of payment of the Goods and/or Services under that Contract or Order is not authorised or a cheque bounces.
- 2.3. No terms or conditions endorsed on, delivered with or contained in the Buyer's Order, confirmation of Order, specification or other document shall form part of the Contract unless expressly agreed to in writing by a director of FP Innovations. An Order which has been accepted by FP Innovations may not be cancelled by the Buyer except with FP Innovations' written agreement and on terms that the Buyer shall indemnify FP Innovations in full against all loss (including loss of profit), costs (including the cost of all labour and materials used or acquired in the provision of the Services and/or Goods), damages, charges and expenses incurred by FP Innovations as a result of the cancellation.
- 2.4. These conditions apply to all FP Innovations' sales and supplies and any variation to these conditions and any representations about the Goods and/or Services shall have no effect unless expressly agreed in writing and signed by a director of FP Innovations. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of FP Innovations which is not set out in the Contract. Nothing in this condition shall exclude or limit FP Innovations' liability for fraudulent misrepresentation.
- 2.5. Each Order or acceptance of a Quotation or Proposal for Goods and/or Services by the Buyer from FP Innovations shall be deemed to be an offer by the Buyer to buy Goods and/or commission the Services subject to these conditions.
- 2.6. The Buyer shall ensure that the terms of its Order and any applicable specification are complete and accurate.
- 2.7. Any Quotation and/or Proposal is given on the basis that no Contract shall come into existence until FP Innovations despatches an acknowledgement of Order to the Buyer. Any Quotation and/or Proposal is valid for a period of 30 days from its date, provided that FP Innovations has not previously withdrawn it or unless otherwise agreed by FP Innovations.

2.8. Where the use of the Goods is stated to be subject to any instructions or warnings, they are supplied on the condition that such instructions or warnings shall be strictly adhered to.

2.9. Where the Goods include any items of software or material provided in a digital format, FP Innovations grants to the Customer a non-transferable, non-exclusive, licence to use but not copy the software or material. FP Innovations retains ownership of all media on which the software or other material is supplied.

### 3. **Description**

3.1. The quantity and description of the Goods and/or Services shall be as set out in FP Innovations' Quotation, Proposal or acknowledgement of Order.

3.2. All samples, drawings, descriptive matter, specifications and advertising issued by FP Innovations and any descriptions or illustrations contained in FP Innovations' catalogues, brochures and/or Website are issued or published for the sole purpose of giving an approximate idea of the Goods and/or Services described in them. They shall not form part of the Contract and this is not a sale by sample.

### 4. **Delivery**

4.1. Subject to condition 4.2, and unless otherwise agreed in writing by FP Innovations, delivery of the Goods shall take place when they are delivered to the Buyer's designated premises, as specified in the Order.

4.2. Where the Goods are to be installed by FP Innovations as part of the Services, delivery of the Goods shall take place at the time the Goods are delivered to the Buyer's designated premises, unless otherwise agreed.

4.3. Except where the Buyer has a credit account with FP Innovations no delivery of any Goods nor supply of any Services shall be effected until payment for those Goods and Services has been made in full in accordance with condition 8. Any charges for delivery shall be notified by FP Innovations to the Buyer prior to the Contract being formed.

4.4. Any dates specified by FP Innovations for delivery of the Goods and/or supply of the Services are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time. FP Innovations shall use reasonable efforts to keep the Buyer informed about the actual delivery date.

4.5. Goods or Services ordered by credit card must be deliverable to the cardholder's address unless a prior arrangement has been made with the credit card company.

4.6. FP Innovations can deliver to any address in the United Kingdom.

4.7. Subject to the other provisions of these conditions FP Innovations shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods or supply of the Services (even if caused by FP Innovations' negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 180 days.

- 4.8. If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, or FP Innovations is unable to deliver the Goods because the Buyer has not provided appropriate instructions, documents, licences or authorisations:
- 4.8.1 risk in the Goods shall pass to the Buyer (including for loss or damage caused by FP Innovations' negligence);
  - 4.8.2 the Goods shall be deemed to have been delivered; and
  - 4.8.3 FP Innovations may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 4.9. The Buyer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for unloading the Goods.
- 4.10. FP Innovations may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.
- 4.11. Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.
- 5. Non-delivery, Shortage and Transit Damage**
- 5.1. The quantity of any consignment of Goods as recorded by FP Innovations upon despatch from FP Innovations' place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.
- 5.2. In the event of loss, non-delivery, short delivery or breakage during transit:
- 5.2.1 FP Innovations shall be notified by the Buyer within 3 days of delivery or the expected delivery date;
  - 5.2.2 where the Goods or packaging appear to be damaged, the Buyer must sign "damaged" on the carrier sheet. The Buyer must retain the damaged Goods and packaging for inspection by the Carrier and inform to FP Innovations immediately;
  - 5.2.3 where a short delivery is claimed the amount of the shortage must be written on the Carrier's paperwork, and
  - 5.2.4 claims must be brought within 3 days of the date of delivery or expected delivery.
- 5.3. Any liability of FP Innovations for non-delivery, short delivery, loss or breakage of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

- 5.4. FP Innovations recommend that any returned Goods packages are fully insured. FP Innovations shall not be liable for items lost or damaged in return transit to FP Innovations. All carriage returning items to FP Innovations is at the Buyer's cost.
- 5.5. FP Innovations shall not be obliged to replace or refund payment for any Goods where:
  - 5.5.1 The Buyer is responsible for the defect in the Goods; or
  - 5.5.2 The Buyer has not stored and/or used the Goods appropriately or in accordance with FP Innovations' or manufacturer's instructions or guidelines.
- 5.6. FP Innovations reserves the right to charge the Buyer for the time spent by it in inspecting the Goods, where Goods returned by the Buyer have been damaged by the Buyer and/or not stored and/or used in accordance with FP Innovations' or the manufacturer's instructions or guidelines.
6. **Risk/title**
  - 6.1. The Goods are at the risk of the Buyer from the time of delivery.
  - 6.2. Ownership of the Goods shall not pass to the Buyer until FP Innovations has received in full (in cash or cleared funds) all sums due to it in respect of:
    - 6.2.1 the Goods and Services; and
    - 6.2.2 all other sums which are or which become due to FP Innovations from the Buyer on any account.
  - 6.3. Until ownership of the Goods has passed to the Buyer, the Buyer shall:
    - 6.3.1 hold the Goods on a fiduciary basis as FP Innovations' bailee;
    - 6.3.2 store the Goods (at no cost to FP Innovations) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as FP Innovations' property;
    - 6.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
    - 6.3.4 maintain the Goods in satisfactory condition and keep them insured on FP Innovations' behalf for their full price against all risks to the reasonable satisfaction of FP Innovations. On request the Buyer shall produce the policy of insurance to FP Innovations.
  - 6.4. Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), FP Innovations may at any time require the Buyer to deliver up the Goods to FP Innovations and, if the Buyer fails to do so forthwith, enter on any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
  - 6.5. The Buyer's right to possession of the Goods shall terminate immediately if:

- 6.5.1 The Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986) or a resolution is passed or a petition presented to any court for the winding-up of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or
- 6.5.2 The Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between FP Innovations and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or
- 6.5.3 The Buyer encumbers or in any way charges any of the Goods.
- 6.6. FP Innovations shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from FP Innovations.
- 7. Price**
- 7.1. Unless otherwise notified by FP Innovations or agreed with FP in writing, the price for the Goods and Services shall be the price set out in the Quotation, Proposal, or acknowledgement of Order, or in relation to Orders for Goods or Services placed via the Website the price displayed on the Website on the date of formation of the Contract in accordance with condition 2 or acknowledgement of Order. If there is any error in such pricing information, FP Innovations shall inform the Buyer as soon as reasonably practicable and give the Buyer the opportunity of cancelling its Order before the Goods and/or Services are supplied.
- 7.2. The price for the Goods and Services shall be exclusive of any value added tax and all costs or charges in relation to packaging, loading, unloading, delivery and insurance, all of which amounts the Buyer shall pay in addition when it is due to pay for the Goods and/or Services.
- 7.3. Unless otherwise agreed, delivery is payable in addition, as displayed in FP Innovation price lists or catalogues, or on the Website.
- 7.4. There will be a surcharge for credit card payments.

## 8. **Payment**

- 8.1. Unless otherwise agreed by FP Innovations in writing, payment of the price for the Goods and Services is due in pounds sterling prior to delivery of the Goods or performance of the Services. Where the Buyer places an Order via the Website, payment may be made by credit or debit card belonging to the Buyer or by cheque sent to the address of FP Innovations specified in condition 17 or as otherwise notified to the Buyer by FP Innovations. If FP Innovations does not accept the Order, it will notify the Buyer as soon as reasonably practicable of this and will credit the Buyer's credit or debit card, or send a cheque to the Buyer at the address given in the Order, for the price of the Order (or applicable part of the Order, as the case may be) as soon as reasonably practicable and in any event within 30 days of the date of the Order. In relation to Orders submitted by the Buyer other than via the Website, FP Innovations will, upon notifying the Buyer that the Order has been accepted, send the Buyer an invoice for the Goods and/or Services, which invoice is payable within 30 days of the date of the invoice as long as the Buyer has an established credit account with FP Innovations.
- 8.2. Time for payment shall be of the essence.
- 8.3. No payment shall be deemed to have been received until FP Innovations has received cleared funds or, in the case of credit card payments, once the transaction has been authorised by the credit card company. Buyers paying by cheque should note that FP Innovations allow 10 working days for cheque clearance and that no Goods or Services shall be supplied until the 10 working days have expired or until the cheque has cleared, whichever is later.
- 8.4. The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by FP Innovations to the Buyer.
- 8.5. If the Buyer fails to pay FP Innovations any sum due pursuant to the Contract, the Buyer shall be liable to pay interest to FP Innovations on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of HSBC plc, accruing on a daily basis until payment is made, whether before or after any judgment. FP Innovations reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

## 9. **Technical Support and customer service**

- 9.1. If the Buyer requires technical support for Goods purchased from FP Innovations, it should contact FP Innovations by telephone on 01892 839909 or by email at sales@fpinnovations.co.uk quoting Quotation or Proposal Number and Order confirmation number. FP Innovations shall then provide you with details of timescale for the provision of support, cost and other necessary information. The Buyer should note that many manufacturers now provide technical support direct to the end user and FP Innovations can provide more information on this if applicable.
- 9.2. FP Innovations prides itself on the standard of service it offers to its customers. If any Buyer has cause to contact FP Innovations about any of the Goods or Services it has purchased, it should contact FP Innovations by phone on 01892 839909 or by email on sales@fpinnovations.co.uk. FP Innovations shall try to respond to the

query within 2 working days, where a working day is a Monday to Friday 9am to 5pm, excluding any UK bank or national holiday.

## 10. **Warranties**

- 10.1. FP Innovations shall use all reasonable endeavours to transfer to the Buyer the benefit of any warranty or guarantee given to FP Innovations by the manufacturer of the Goods. Most electrical products have a one year manufacturer's "return to base" warranty. Where this is not the case, or the warranty is longer, this will be indicated by FP Innovations. The Buyer acknowledges that FP Innovations is not the manufacturer of the Goods and that FP Innovations therefore gives no warranty in respect of the Goods. FP Innovations sole responsibility in respect of the Goods shall be as set out in this condition and condition 5, provided that if a fault occurs after the 3 days specified in condition 5, FP Innovations may in its discretion arrange for the return of the Goods to the manufacturer.
- 10.2. FP Innovations warrants that it will provide the Services with reasonable care and skill.
- 10.3. FP Innovations shall not be liable for a breach of the warranties in condition 10.2 unless the Buyer gives written notice of the defect to FP Innovations, and, if the defect is as a result of damage in transit to the carrier, within 3 days of the performance of the Services, or, in the case of installation services, within 12 months of installation.
- 10.4. FP Innovations shall not be liable for a breach of the warranty in condition 10.2 if:
- 10.4.1 the defect arises because the Buyer failed to follow FP Innovations' oral or written instructions in relation to the Services; or
  - 10.4.2 the Buyer modifies the works performed by FP Innovations in providing the Services, without the written consent of FP Innovations.
- 10.5. Subject to condition 10.3 and condition 10.4, if any of the Services do not conform with the warranty in condition 10.2 FP Innovations shall re-perform the Services, or (at its sole option) refund the price of such Services at the pro rata Contract rate.
- 10.6. If FP Innovations complies with condition 10.5 it shall have no further liability for a breach of the warranty in condition 10.2 in respect of such Services.
- 10.7. **The warranties and remedies outlined above are exclusive and all other warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent permitted by law.**

## 11. **Buyer's warranty**

- 11.1. The Buyer warrants and represents that it is not a consumer but is acting in the course of its business.

## 12. **Limitation of liability**

- 12.1. Subject to condition 4, condition 5 and condition 10, the following provisions set out the entire financial liability of FP Innovations (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

- 12.1.1 any breach of these conditions;
  - 12.1.2 any supply of the Services;
  - 12.1.3 any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and
  - 12.1.4 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 12.2. Nothing in these conditions excludes or limits the liability of FP Innovations:
- 12.2.1 for death or personal injury caused by FP Innovations' negligence; or
  - 12.2.2 under section 2(3), Consumer Protection Act 1987; or
  - 12.2.3 for any matter which it would be illegal for FP Innovations to exclude or attempt to exclude its liability; or
  - 12.2.4 for fraud or fraudulent misrepresentation.
- 12.3. Subject to condition 12.2:
- 12.3.1 FP Innovations' total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to 150% of the Contract price; and
  - 12.3.2 FP Innovations shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

### 13. **Termination**

- 13.1. FP Innovations may cancel the Contract if:
- 13.1.1 The Buyer shall suffer any distress or execution to levied on its goods; or
  - 13.1.2 The Buyer makes any arrangement with its creditors or enters into voluntary or compulsory liquidation, or has a receiver, manager or administrator appointed over any of its property or assets; or
  - 13.1.3 The Buyer, being an individual, shall commit an act of bankruptcy or have a receiving order made against him; or
  - 13.1.4 The Buyer commits a breach of any of the provisions of the Contract and, if it is a breach capable of remedy, does not remedy the breach within 30 days of the despatch of written notice from FP Innovations requiring it to do so; or
  - 13.1.5 The Buyer fails to make any payment by its due date; or
  - 13.1.6 The Buyer ceases to carry on business.

14. **Data Protection**

14.1. Please see our privacy policy.

15. **Assignment**

15.1. FP Innovations may assign the Contract or any part of it to any person, firm or company.

15.2. The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of FP Innovations.

16. **Force majeure**

FP Innovations reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods and/or Services ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of FP Innovations including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 30 days, the Buyer shall be entitled to give notice in writing to FP Innovations to terminate the Contract.

17. **General**

17.1. Each right or remedy of FP Innovations under the Contract is without prejudice to any other right or remedy of FP Innovations whether under the Contract or not.

17.2. If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

17.3. Failure or delay by FP Innovations in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

17.4. Any waiver by FP Innovations of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

17.5. The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

17.6. The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

- 17.7. Some jurisdictions do not allow the exclusion or disclaimer of certain warranties. In such jurisdictions one or more of the conditions in condition 12 may not apply to the Buyer.
18. **Communications**
- 18.1. All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax:
- 18.1.1 (in case of communications to FP Innovations) to its registered office or such changed address as shall be notified to the Buyer by FP Innovations;  
or
- 18.1.2 (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of the Contract or such other address as shall be notified to FP Innovations by the Buyer.
- 18.2. Communications shall be deemed to have been received:
- 18.2.1 if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or
- 18.2.2 if delivered by hand, on the day of delivery; or
- 18.2.3 if sent by fax on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.
- 18.3. Communications addressed to FP Innovations shall be marked for the attention of Graham Pantony or David Bennett and sent to Unit 2, 39A Maidstone Road, Paddock Wood, Kent TN12 6DG.