



FLUX PUMPS INTERNATIONAL (UK) LTD

STANDARD TERMS AND CONDITIONS OF SALE

(June 2026)

## STATUTORY RIGHTS

None of the information below affects your statutory rights. We are a UK based company and all contracts for the sale of goods entered into directly by Flux Pumps International Ltd ("the Company") or via its website <https://flux-pumps.co.uk> ("the Website") will be subject to the laws of England and Wales.

## DEFINITIONS

In these Conditions "the Company" means Flux Pumps International (UK) Limited (company registration number 02029429), "the Webshop" means <https://flux-pumps.co.uk>, "the Website" means <https://flux-pumps.co.uk>, "the Buyer" means the person, firm or Company with whom the Company transacts, "the Products" means the goods purchased from the Company, "the Contract" means the sales contract between the Company and the Buyer.

## STANDARD TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale are expressly incorporated as terms of any orders, which are made and accepted by the Company. Any qualifications or other conditions proposed by the Buyer will not apply to the contract, unless expressly endorsed in writing by the Company and the Buyer.

### 1. PRODUCT AND MATERIAL SELECTION

If requested, Company sales representatives will provide advice and guidance relating to product and material selection. Note however, that ultimate responsibility for product and material selection rests with the Buyer. The Buyer shall be furnished with a detailed written quotation for the products requested, or recommended by the Company. The Buyer must review the quotation provided. By placing a Purchase Order (or initiating any purchase transaction) for the quoted items with the Company, the Buyer assumes full responsibility for product and material selection.

### 2. ORDER PLACEMENT

The Company's shopping pages or Customer Service Representatives can guide the Buyer through the steps required to place an order. The Webshop order process allows the Buyer to check and amend any errors before submitting any order. Please take the time to read and check the details provided at each stage of the order process.

After an order is placed, the Company will confirm its acceptance by sending an order confirmation via e-mail. The contract between the Buyer and the Company will only be formed once the dispatch confirmation is received by the Buyer.

BARREL & CONTAINER – HIGH VISCOSITY FLUID – VERTICAL CENTRIFUGAL – AOD PUMPS – FLOW METERS – MIXERS

11 Enterprise Park  
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Verwood  
Dorset  
BH31 6YS

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[www.flux-pumps.co.uk](http://www.flux-pumps.co.uk)

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Fax: 01202 813387

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If the Company is unable to supply a product, for example because that product is not in stock, no longer available, because the Company cannot meet the Buyer's requested delivery date, or because of a pricing error, the Buyer will be informed by phone or e-mail and the order will not be processed. Any monies paid will be refunded, including any delivery costs charged, as soon as possible.

## 3. PRICE AND PAYMENT TERMS

The Company works hard to ensure that all written quotations and Webshop prices are accurate, but occasionally an error may occur and goods may be incorrectly priced. If a pricing error is discovered, the Company reserves the right to suspend the order. The Buyer will be contacted to confirm if they wish to continue with the order at the correct price. The Company is not obliged to supply goods at the incorrect price.

Prices quoted will normally be for a fixed period (typically 30 days) and will not change after the Company's written acceptance of the relevant order. Payment will either:

- (i) be made in advance against pro-forma invoice
- (ii) be made in advance using Webshop payment function
- (iii) made in full within 30/45/60/90 days (depending on agreed credit terms) from the date which the invoice is issued by the Company (subject to credit status). Unless otherwise agreed in writing by the Company, payment should be made in full within 30 days of invoice date.

In no event shall any invoice be issued until such time as the order has been accepted by the Company and the goods in question have been dispatched.

## 4. PACKING

All packing materials, boxes, cases and crates will be charged for at cost where applicable, with the exception of Webshop orders of value >£50, for which packing materials will be provided FOC.

## 5. ORDER CANCELLATION PRIOR TO SHIPMENT

Please contact the Company as soon as possible to notify us of your cancellation request. You can do so by writing to us, calling Customer Services on 01202 823304, or send a message to [sales@flux-pumps.co.uk](mailto:sales@flux-pumps.co.uk).

The Buyer may cancel an order for items of standard factory specification (that are routinely held in UK stock) before the items are dispatched, at no cost to the Buyer. The Buyer shall not have a right to amend or cancel any order for products that are altered, manufactured or fabricated to order, or designed and manufactured to customer specifications, unless Company responsibilities set out in paragraph 12a) below have not been complied with.

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If the order has been dispatched, the Buyer must return the goods once received. Prior to returning the goods, please follow the procedure outlined in paragraph 9 below.

The Company reserves the right to cancel the order if:

- i) There is insufficient stock to fulfil the order and an alternative is not suitable
- ii) Payment has not been received
  
- iii) Delivery to your location is not possible
- iv) A product fault or an error in the product description has been identified

## 6. DELIVERY CHARGES

Unless otherwise specified by the Company, prices shown on written quotations are "Ex-Works" and do not include the cost of packing and delivery. Carriage will be charged to the Buyer, the price and details of which shall be agreed with Buyer in advance of delivery and will be stated on our quotation.

The freight cost specified includes packing and shipping from our UK warehouse to the delivery address shown. If the delivery address is subsequently amended, or the requested item is required urgently and is not in UK stock at time of order, additional carriage and customs charges may apply. Non-UK stock items sent by parcel service from our warehouse in Germany at customer request may also incur additional charges. Related charges may only be confirmed at time of order.

Webshop orders over the value of £50 will be packed and delivered free of charge. Webshop orders below the value of £50 will be subject to a flat rate packing and delivery charge of £15 per order. Note these terms apply only to Webshop orders placed through [www.flux-pumps.co.uk](http://www.flux-pumps.co.uk) and delivered to UK mainland address, excluding the Scottish Highlands.

Additional charges will apply to any other delivery destination outlined in paragraph 7 below.

## 7. DELIVERY, RISK AND TITLE OF GOODS

All goods will be consigned by the method selected by the Company, but so far as possible at the most economic rate (but always being an appropriate method for the goods in question) unless the Buyer expressly gives instructions, in which case, any additional delivery charges incurred must be paid by the Buyer. In any case, the Company shall use its best endeavours to deliver the goods at the time and date quoted to the Buyer in its acceptance of the order.

Title in any goods shall pass to the Buyer on payment by the Buyer and risk in any goods shall pass on completion of delivery when the goods are unloaded at the agreed delivery location.

Goods can only be delivered to an address in the UK, or territories designated as a British Crown Dependency (BCD) or British Overseas Territory (BOT). UK VAT will be charged at the applicable rate, except on shipments sent to VAT exempt BCD or BOT locations.

Estimated delivery by standard service to UK mainland address is 3 days after the despatch confirmation date. Occasionally delivery may be affected by events outside our control.

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In case of the Buyer arranging collection and carriage of the goods, the risk in respect of the goods will pass to the Buyer when the goods leave the Company's premises and all goods are consigned at Buyer's risk. If the buyer arranges collection and carriage of the goods, the delivery address shown on the Flux order confirmation, delivery note and invoice must be an address in the UK, BCD or BOT.

Deliveries to Northern Ireland will be shipped using DAP Incoterms, unless otherwise agreed, however this is subject to ongoing review.

Orders received before 13.00 Monday to Friday will be dispatched once payment has been received (usually the same day) provided the items are available from UK stock. Deliveries will only be attempted on working days. Items ordered on a Bank Holiday will be dispatched on the next working day. If we cannot dispatch your order due to stock constraints, we will contact you to confirm the dispatch date.

If we have dispatched the products to our carrier in accordance with our obligations, then we have complied with our obligations. If your order does not arrive within 3 working days of confirmed dispatch confirmation date, please contact us. We will make every effort to ensure the order is fulfilled. However, we will not be liable for any costs or losses due to late delivery.

Delivery of an order shall be completed when we deliver the products to the address provided, or when they are collected from us (or a nominated third party). The products will be your responsibility from that time.

All orders must be signed for upon receipt and cannot usually be left without a signature. If a package cannot be delivered at the first attempt, the carrier will automatically re-attempt delivery on the following working day at no specific time, at the given address. They may also leave a calling card so you can contact them to arrange a mutually convenient delivery time.

## 8. NOTIFICATION OF CLAIMS

Any shortage, damage or suspected theft must be notified to the Company within 3 working days of delivery, failing which no claim can be entertained except as otherwise expressly provided for in these Conditions of Sale. Damage to packing materials (where damage to goods contained within is suspected) must be notified to the carrier and marked on their delivery record at the time of receipt. Notice should also be given to the Company in writing via e-mail, as soon as practicably possible.

In the case of breakage, damage or theft in transit, the Company cannot accept consequential loss or responsibility. In the case of breakage or damage, no claim for repair work executed by the Buyer will be accepted without the Company's prior authorisation. Non-delivery must be notified to the Company within three days of the invoice date or within 3 business days of the intended delivery date agreed between Buyer and Company (whichever is the later).

ALL NOTIFICATIONS TO THE COMPANY SHOULD BE E-MAILED, OR SENT BY PRE-PAID FIRST CLASS POST, RECORDED DELIVERY TO:

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DORSET BH31 6YS

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sales@flux-pumps.co.uk

## 9. RETURN OF GOODS

The Company will allow unwanted items of standard factory specification, that are routinely held in UK stock, to be returned and the Buyer will be eligible to receive a full or partial credit or refund, depending on the circumstances.

If you wish to return goods, please contact us by calling Customer Services on 01202 823304, or send a message to [sales@flux-pumps.co.uk](mailto:sales@flux-pumps.co.uk). You will be provided with an RMA (Return Merchandise Authorisation) number and a returns note that must be included with the returned goods, for tracking purposes.

The Buyer shall not have a right to return products that are altered, manufactured or fabricated to order, or designed and manufactured to customer specifications, unless Company responsibilities set out in paragraph 12a) below have not been complied with.

The Buyer may only return goods to the Company under the following conditions:

- (i) The Buyer must inform the Company of their intention to return the goods within 14 days of receipt.
- (ii) Return of goods purchased via the Webshop shall only be accepted from the person who purchased the item/s.
- (iii) The Buyer must provide proof of purchase, if requested to do so by the Company.
- (iv) the Buyer shall be liable to pay a minimum restocking charge of 15% of the sale value, or £25, whichever is higher, unless the goods were ordered via the Webshop. The re-stocking charge shall be deducted from the credit or refund value. Webshop orders will be credited in full, less packing and delivery charges, if applicable.
- (v) the goods must be received by the Company within 14 days from date of delivery. After this period, returns will only be accepted at the Company's discretion, with prior agreement of the Managing Director.
- (vi) the goods must be returned to the Company unused & undamaged, complete with O&M manuals, certification and in the original packaging (i.e. in a condition which will enable them to be immediately fit for re-sale).

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(vii) the goods must be returned at the buyers expense to: Flux Pumps International (UK) Ltd, 11 Enterprise Park, Black Moor Road, Verwood, Dorset BH31 6YS, marked for the attention of Customer Services.

(viii) the Buyer must include the appropriate RMA document in the parcel being returned.

(ix) Goods must be received and inspected before a refund will be processed. Refunds will be processed within 14 days of receipt of the goods.

(x) if returned goods are found to be faulty (as a result of a manufacturing defect) after inspection, or have been wrongly supplied, return postage charges will be refunded by the Company and the re-stocking fee will not apply.

(xi) all refunds will be issued at the sole discretion of the Company.

## 10. VARIATIONS

The Terms and Conditions of Sale in force at the time of any individual order will apply to the contract between the Buyer and the Company. We reserve the right to revise these Terms as they apply to Buyer orders from time to time, to reflect any changes in relevant laws and regulatory requirements.

If Terms are revised as they apply to the Buyers order, we will give the Buyer reasonable advance notice of the changes and advise how to cancel the Contract (if the changes are not acceptable to the Buyer). The Buyer may cancel delivery of all affected products, or in case of part delivery, only products not yet received.

If the Buyer opts to cancel the order, the Buyer must return (at their cost) any products already received and the Company will provide a full refund, including any delivery charges.

## 11. EXPORT

If the Buyer is resident in the United Kingdom, goods supplied to him by the Company shall not be exported from the United Kingdom without the prior consent of the Company. If any such goods are exported without such consent, the Company's guarantee will be cancelled. Goods purchased for export must be delivered to a UK address, or an address located in a BCD or BOT. UK VAT will be charged at the applicable rate, except on shipments sent to VAT exempt BCD or BOT locations.

The Company cannot arrange for export of goods to countries outside of the UK, this must be handled by the buyer and/or their freight forwarding agent.

Goods for export cannot be collected from the Company's premises without prior agreement. The delivery address shown on the Flux order confirmation, delivery note and invoice will be an address in the UK, BCD or BOT. Shipments sent to BCD or BOT locations at Buyers' request will be sent using DAP Incoterms, unless otherwise agreed.

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## 12. GUARANTEE WARRANTIES AND LIMITATIONS OF LIABILITY

a) The Company represents and warrants that the goods shall:

- (i) Correspond with their description and any applicable specification provided to the Buyer;
- (ii) Be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Company or made known to the Company by the Customer;
- (iii) Be free from defects in design, material and workmanship and remain so throughout the period of warranty. The Company will, at its option, repair or replace free of charge any goods supplied by the Company or any part or parts thereof which are shown to the Company's satisfaction to be not compliant with the warranties as set out in this clause. The period of warranty during which the Company will consider claims will be 2 years from the date of dispatch, with the exception of Li-Ion rechargeable batteries, which are covered for a period of 1 year;
- (iv) The Company's liability under this guarantee is strictly limited to repair or replacement and does not extend to any other cost, loss or damage or contingent liability.

b) Any letter, numbers or other mark or markings required to identify the goods in question and which appear on or are attached to the goods must not have been altered, defaced, obscured, obliterated or removed.

c) The goods must not have been altered (other than as permitted pursuant to these Conditions of Sale or otherwise by the Company), tampered with or misused and must have been installed, used and serviced in accordance with the instructions issued by the Company.

d) Flux products are not to be used for transferring pigmented printer inks or resins, or media with Titanium Dioxide content, without prior written consent of the Company.

e) No guarantee or warranty repair will be entertained by the Company on goods exported from the UK without prior written consent. If export is granted and a warranty applies, the replacement can only be delivered to the UK address or an address located in a BCD or BOT. See paragraphs 7 and 11 for further details.

f) Warranty claims will not be entertained in the following instances:

- (i) Improper use or storage;
- (ii) Physical damage (eg. through impact, liquid ingress);
- (iii) Wear and consequential damage due to lack of maintenance or lubrication;

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- (iv) Wear and tear experienced under normal operating conditions;
- (v) Damage caused by non-observance of operating instructions;

If the conditions set out in paragraphs (b) (c) (d) (e) and (f) have not been complied with, the Company's guarantee set out in paragraph (a) will cease to be in force and the Buyer will forgo any right of return.

The Company shall not be liable in any manner whatsoever whether in contract, tort or otherwise for any loss or damage howsoever caused and consequential in relation to or arising out of the malfunctioning of the goods.

## 13. SPECIFICATION AND PERFORMANCE

The Company reserves the right at any time to alter any of its designs or specifications without prior written notice. In the event any such alterations are made after an order has already been placed by the Buyer, the Buyer shall have the opportunity to cancel its existing order with no liability to the Company. Figures relating to performance published or communicated by the Company are based on experience obtained from tests and the Company does not warrant that equivalent will necessarily be obtained on any specific installation.

## 14. FORCE MAJEURE OR DELAY

a) If a delivery date is specified in writing by the Company, then it shall be taken as an estimate made by the Company in good faith and the Company shall use its best endeavours to meet the time and dates quoted.

b) If delivery is prevented, hindered or delayed by any cause outside the control of the Company (Force Majeure Event), then the Company shall be entitled to an extension of time to deliver any goods provided that any actions or inactions of the Company in response to such Force Majeure Event are notified and agreed to with the Buyer in advance.

If any Force Majeure Event prevents or delays the Company from performing its obligations for a period in excess of 120 days either party may by notice in writing terminate the contract without any further liabilities and any monies paid to the Company in respect of any unfulfilled order shall forthwith be repaid to the Buyer. The Company will notify the Buyer as to the existence of the Force Majeure Event as soon as it becomes aware of same, so as to fix the date from which the 120 day period runs.

## 15. TERMINATION

a) If the Buyer commits any breach of the contract, becomes bankrupt or insolvent, makes any arrangement with creditors, goes into liquidation, has a receiver appointed, has an execution or distress levied on his or its goods, then the Company may forthwith determine the contract without prejudice to any claim which the Company may otherwise have and the Buyer shall have no right to claim compensation for such cancellation.

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b) In the event that the contract is terminated in accordance with Clause 15 a) above, the Company reserves the right to recover, at the Buyers expense, and without drama (i.e. both parties acting reasonably and in good faith), all the goods and materials that remain the Company's property in accordance with Clause 15 of these Conditions of Sale. The Company may only enter the Buyer's premises for the purposes of recovering the goods and materials that remain the Company's property in accordance with clause 15, provided that reasonable written notice has been given to the Buyer of any such entry.

## 16. OWNERSHIP OF GOODS

a) The property in goods, which form the subject matter of this contract shall remain vested in the Company until all monies owing to the Company by the Buyer have been paid in full. If required by the Company the Buyer shall mark, set aside or otherwise distinguish as appropriate the goods as being the Company's property. If the Buyer fails to complete payment within the time stipulated or be in default of payment for any other reason, then the Company shall be entitled to stop all deliveries of goods and materials whether such deliveries relate to the Contract under which the debt is still owed or not. The Company will, in addition, also be entitled to terminate all outstanding orders and to repossess immediately all goods and materials which are its property under this clause.

b) The Buyer shall be entitled to sell and deliver the goods to a sub-purchaser and if the Buyer has not fully discharged all its indebtedness to the Company, the Buyer shall, if required by the Company so to do, assign to the Company the benefit of any claim (equal to the amount of that indebtedness) against the sub-purchaser and shall promptly give the sub-purchaser written notice of such Assignment.

c) If the goods are sold in accordance with Clause 15 (b) above, the proceeds of such a sale shall be held by the Buyer in a fiduciary capacity to and for the account of the Company unless and until all monies owing to the Company are paid in full. This provision shall apply even if the Company has not required the Buyer to give notice of assignment of the benefit of any claim pursuant to sub-clause (b) hereof and shall nevertheless be binding upon a Receiver, Liquidator or Trustee in bankruptcy of the Buyer.

## 17. SEVERANCE

If any of these Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, then such Term or Condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

## 18. WAIVER

Any waiver of the above conditions will not prejudice or affect the Company's rights and remedies with regard to a subsequent breach of Contract on the Buyers part.

## 19. GOVERNING LAW & JURISTITION

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These conditions are governed by and construed in accordance with the laws of England and Wales. Both the Company and the Buyer agree to submit to the exclusive jurisdiction of the English courts.

ALL NOTIFICATIONS TO THE COMPANY SHOULD BE E-MAILED OR SENT BY PRE-PAID FIRST CLASS POST TO:

FLUX PUMPS INTERNATIONAL (UK) LTD,  
11, ENTERPRISE PARK,  
BLACK MOOR ROAD,  
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