

# Terms & Conditions of Sale

## 1 GENERAL:

- 1.1 These Terms and Conditions shall apply to all contracts for goods sold or work done by The Seller (hereinafter referred to as the "Seller") and purchased by any Buyer (hereinafter referred to as the "Buyer").
- 1.2 These terms and conditions shall constitute the whole agreement between Seller and the Buyer and may not be modified or varied unless specifically accepted by Seller in writing.
- 1.3 Each order received and accepted by The Seller will be deemed to be a separate Contract to which these conditions of sale shall apply.

## 2 PRICES AND ORDERS:

- 2.1 Quotations are made by the Seller upon The Buyer's request but there is no obligation for either party until The Seller accepts the Buyer's order.
- 2.2 The Seller reserves the right to increase the price of goods agreed to be sold in proportion to any increase of costs to The Seller between the date of acceptance of the order and the date of delivery where the increase is due to any act or default of the Buyer, including the cancellation or rescheduling by the Buyer of part of any order.
- 2.3 The Seller reserves the right (without prejudice to any other remedy) to cancel any uncompleted order or to suspend delivery in the event of any of the Buyer's commitment with The Seller not being met.
- 2.4 The Seller reserves the right to refuse any order below £200 or the equivalent thereof.
- 2.5 Prices and charges quoted by The Seller are ex works and do not include VAT or other taxes or duties unless otherwise stated.

## 3 DELIVERY:

- 3.1 Any delivery date quoted is only an estimate and not of the essence. The Seller accepts no liability and responsibility for any delay in delivery or failure to deliver.
- 3.2 Delivery of the Goods to a carrier chosen by the Buyer for transmission to the Buyer or the prior delivery of the Goods to the stipulated place of delivery shall constitute delivery to the Buyer and the risk therein shall, upon such delivery pass to the Buyer.
- 3.3 If the goods are not received by the Buyer within three days from the date of receipt of the relevant invoice, the carrier and The Seller must at once be informed.
- 3.4 Unless otherwise agreed in writing, The Seller shall be entitled to make partial deliveries or deliveries by instalments and the terms and conditions herein contained shall apply to each partial delivery.
- 3.5 Deviations in quantity of the Goods delivered (representing not more than 10% by value) from that stated in the Contract shall not give the Buyer any right to reject the Goods or to claim damages and the Buyer shall be obliged to accept and pay at the Contract rate for the quantity of goods delivered.
- 3.6 The Buyer shall not delay any requested delivery times stated in the Contract without the prior written agreement of The Seller.
- 3.7 Late delivery does not entitle the Buyer to cancel their order unless agreed in writing by the Seller.

## 4 PAYMENT:

- 4.1 Payments are due on demand and the Seller reserves the right to require payment in cash upon notice by the Seller that the goods or any instalment thereof are ready for dispatch but in any case payment must be paid no later than 30 days from the date of the relevant invoice.

- 4.2 The Seller shall not be under any obligation to supply the goods until payment has been received in accordance with the Terms and Conditions of Sale or other applicable terms.
- 4.3 The Seller reserves the right to charge interest on amounts overdue. Interest will be calculated from the date the monies were first due at a 1.5% per month after as well as before any judgement therefore.
- 4.4 Payment of any goods which the Buyer asks the Seller to hold for a period of longer than seven days after the date upon which delivery is due shall be made as if delivery had taken place on such due delivery date and the Seller reserves the right to charge the Buyer for storage from that date until the date of actual delivery. During any period of storage of the goods under these provisions the goods shall be at the sole risk of the Buyer.
- 4.5 If the Seller shall allow provisional credit in respect of any Goods it shall be without prejudice to its right to refuse to give up possession of any part of the goods except against payment; and the whole of the price of all goods bought by the Buyer shall fall due and payable without demand immediately on the happening of any of the following events:-
- 4.5.1 Failure by the Buyer to pay any sum due to the Seller within 14 days of the date for payment.
- 4.5.2 Commencement of the winding up of the Buyer
- 4.5.3 Commission by the Buyer of an act of bankruptcy.
- 4.5.4 Appointment of a receiver of any asset of the Buyer, or an administrative receiver of the Buyer, or the levying of any distress or execution of any asset of the Buyer.
- 4.5.5 Application for the appointment of an Administrator of the Buyer.
- 4.6 The failure of the Buyer to pay any part of the price of the goods in due time shall be a breach of condition entitling the Seller to treat that failure as a repudiation of the whole contract by the Buyer and to recover damages for such breach.

## 5 CANCELLATION AND RE-SCHEDULES

- 5.1 The acceptance of any requests to cancel or re-schedule orders are at the discretion of the Seller and must be made in writing by the Buyer to the Seller. The Seller is under no obligation to accept such cancellations or re-schedules. The Seller reserves the right to make a charge on the Buyer to recover the costs and loss of profit incurred by the Seller due to such cancellations or re-schedules.
- 5.2 Without prejudice to Clause 5.1, no more than two re-schedules will be excepted in respect of any order and re-schedules or cancellations will not be accepted in any circumstances less than eight weeks before the delivery date acknowledged by the Seller.

## 6 RISK:

- 6.1 Notwithstanding that property in the goods has not passed under Clause 7 hereof, the risk of loss or damage to the goods shall pass to the Buyer on delivery to the Buyer's carrier or the Buyer's delivery point.

## 7 RESERVATION OF TITLE:

- 7.1 Absolute property in the goods shall remain in The Seller until:
- 7.1.1 The Seller has received payment in full of the price and any additional sums due under which the Goods are supplied, and
- 7.1.2 No other sums whatever shall be due from the Buyer to The Seller.
- 7.2 For these purposes, The Seller has only received a payment when the amount of that payment is irrevocably credited to its account.
- 7.3 Subject to Clause 7.1 the Seller shall retain title to the Goods where the Goods have been attached to any other

product not owned by The Seller provided the Goods are readily identifiable or separable from the resulting composite or mixed product.

7.4 If the Buyer (who shall in such case act on his own account and not as agent for the Seller) shall sell the Goods prior to making payment in full for them, the beneficial entitlement of The Seller therein shall attach to the proceeds of such sale or to the claim for such proceeds.

7.5 The Buyer shall store any Goods owned by The Seller in such a way that they are clearly identifiable as The Seller's property, and shall maintain records of them identifying them as The Seller's property. The Buyer will allow The Seller to inspect these records and the Goods themselves upon request.

7.6 In the event of failure by the Buyer to pay any part of the price of the Goods, in addition to any other remedies available to The Seller under these terms and conditions or otherwise, The Seller shall be entitled to repossess the Goods. The Buyer will assist and allow The Seller to repossess the Goods as aforesaid and for this purpose admit or procure the admission of The Seller or its employees and agents to the premises in which the Goods are situated.

## **8 RETURN OF GOODS:**

8.1 Goods incorrectly ordered (either as to type or as to quantity) by the Buyer will NOT be accepted for return by The Seller unless prior approval to such return has been given by The Seller, such approval to be given at the sole discretion of The Seller and, if given, may be subject to a payment by the Buyer to cover The Seller's administration costs.

8.2 In the case of any damage to Goods in transit, the Buyer must notify The Seller within 3 (three) days after delivery.

8.3 The Seller shall not be required to replace any Goods damaged in transit and the Buyer shall be obliged to pay for them, if the Buyer does not comply with this notification requirement.

## **9 WARRANTY:**

9.1 The Seller warrants that all the Seller manufactured Goods sold will be free from defects in materials and workmanship for a period of at least twelve months after delivery ("The Warranty Period"). The Seller's original invoice number under which the defective goods supplied must be quoted for this purpose.

9.2 The said warranty is contingent upon the proper use of the Goods by the Buyer and does not cover any part of the Goods which has been modified without The Seller's prior written consent or which has been subjected to unusual physical or electrical stress or on which the original identification marks have been removed or altered. Nor will such warranty apply if repair or parts required as a result of causes other than ordinary authorised use including without limitation accident, hazard, misuse or failure of fluctuation of electric power, air conditioning, humidity control or other environmental conditions.

9.3 The Seller products which are found to be defective when returned prepaid to The Seller within the warranty Period may be repaired or replaced at The Seller's discretion. The Seller's warranty covers parts, labour and return shipping.

9.4 The Seller makes no warranty of fitness for a particular purpose. The Seller products are not authorised for use as critical components in life support devices or systems without the express written consent of the Managing Director of The Seller

9.5 Any software comprised in the Goods is supplied subject always to the manufacturer's/original supplier's standard terms and conditions as contained thereon and delivered therewith and The Seller shall not be responsible or liable in any respect with regard thereto. The Seller does not warrant the intellectual content to be free from errors.

## **10 LIABILITY:**

10.1 The Seller shall also have no liability in respect of damage or shortages caused by the acts or omission of the Buyer or of others or by causes beyond the control of The Seller.

10.2 The Seller's liability to the Buyer in respect of defects in the Goods shall only be limited to the obligations of replacement under the terms of Clause 9. and The Seller shall have no other liability whatsoever to the Buyer.

## **11 FORCE MAJEURE:**

11.1 The Seller shall not be under any liability of whatsoever kind for non-performance in whole or in part of its obligations under the Contract due to causes beyond the control of either The Seller or its suppliers including, but not limited to, war, sabotage, insurrection, riot or other act of civil disobedience, acts of the Buyer or a third party, failure or delay in transportation, acts of any Government or any agency, or subdivision thereof, Government regulations, judicial actions, labour disputes, strikes, embargoes, illness, accident, fire, explosion, flood, tempest or other acts of God, delay in delivery to The Seller or its suppliers or shortage of labour, fuel raw materials, or machinery or technical failure. In any such event The Seller may, without liability, cancel or vary the terms of the Contract including, but not limited to, extending the time for performing the Contract for a period of at least equal to the time lost by reason of such event.

## **12 STATUTORY AND OTHER REGULATIONS**

12.1 The purchaser shall:

12.1.1 Be responsible for financing the collection, treatment, recovery and environmentally sound disposal of:

12.1.2 All WEEE arising or deriving from the Products; and

12.1.3 All WEEE arising or deriving from Products placed on the market prior 13 August 2005 where such products are to be replaced by the Products and the Products are of an equivalent type or are fulfilling the same function as that of such products;

12.1.4 Comply with all additional obligations placed upon the Purchaser by the WEEE Regulations by virtue of the Purchaser accepting the responsibility set out in clause 12.1.1; and

12.1.5 Provide the purchaser's WEEE compliance scheme operator with such data, documents, information and other assistance as such scheme operator may from time to time reasonably require to enable such operator to satisfy the obligations assumed by it as a result of the Company's membership of the operator's compliance scheme.

12.2 The purchaser shall be responsible for all costs and expenses arising from and relating to its obligations in clause 12.1

## **13 NOTICES:**

13.1 Any Notice to be given hereunder shall be in writing and shall be deemed to have been duly given if sent or delivered to the party concerned at its address specified on the invoice or such other addresses as that party may from time to time notify in writing and shall be deemed to have been served, if sent by post, 48 hours after posting.

## **14 LAW AND SEVERABILITY:**

14.1 These conditions shall be governed and construed by English law and the English courts shall have exclusive jurisdiction herewith.

14.2 In the event that any or part of these Conditions of Sale shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent such term/condition or provision shall to the extent be severed from the remaining terms and conditions which shall continue to be valid and enforceable in full.

## **15 HEADINGS:**

15.1 The headings of these conditions are for convenience only and shall have no effect on the interpretation thereof.