



Terms and Conditions of Sale

Scientific
SUPPORT SERVICES

1. General

- (a) These conditions shall come into force on our acceptance of your order and shall apply also to subsequent orders accepted by us unless excluded by specific written reference to you and by ourselves.
- (b) In case of any conflict variance or inconsistency between these conditions and terms of your enquiry or order or any correspondence relating thereto these conditions shall prevail except to the extent that
 - (i) Such conditions are excluded by specific reference in writing
 - (ii) Such exclusion is agreed by us in writing.
- (c) No alteration to your order will be recognized by us in the same way.

2. Delivery

Time for delivery is given as accurately as possible but it is not the subject of any condition, warranty or representation. In particular, it is subject to extension, for delays due to strikes, lock-outs, works breakdowns, delay in transit, shortage of raw materials, government regulations or requirements or any other cause whatsoever (whether or not similar to those above mentioned) beyond our control.

3. Liability

- (a) In respect of any goods which are not the subject of experimental, development or prototype work undertaken by us, we warrant (subject to condition 6 below) that the goods or parts of goods manufactured by us are free from defects in material or workmanship subject as follows:
 - (i) Save as provided in (ii) below, our liability shall be limited to repair or replacement free of charge, at one of our factories selected by us, of the defective part within twelve months after delivery, provided notification of such failure or defect is given to us immediately upon the same becoming apparent and, on our request, the goods promptly returned to us carriage paid.
 - (ii) In respect of gas filled or vacuum or semi-conductor devices or rubber valve bodies or batteries or other consumable items, our liability shall be limited to such shorter warranty period as is determined by custom and usage.
- (b) In respect of goods which are the subject of experimental or development or prototype work undertaken by us, we undertake that if within six months of delivery, notification of failure or defect is given to us which arises from non-compliance by us to work in accordance with any drawings agreed to by us in writing and if on our request the goods are promptly returned with carriage paid we will (subject to condition 6 below) replace or at our option repair such equipment free of charge.
- (c) We warrant that we have good title to sell all the goods to be supplied and that they will be free from all liens and encumbrance in our favour of any third party not declared or known to you before or at the time of the contract. In the case of goods supplied but not manufactured by us we will extend to you the benefit of our supplier's warranty.
- (d) We shall be under no liability for any defect, which is due to accident, fair wear and tear, negligent use, tampering, improper handling, improper use, improper operation or improper storage, or any other default on the part of any person other than us.
- (e) In particular we shall not be liable for any consequential loss or damage arising from the use of our goods.
- (f) The terms contained in this clause and in clause 6 shall exclude any other express or implied condition statement or warranty, statutory or otherwise, as to title, right of safe quiet possession, freedom from charges or encumbrances, description, quality, fitness for any purpose, merchant ability or sample.

4. Packing

Containers and any packing material supplied as returnable will be charged to your account but will be credited if returned carriage paid in good condition within 14 days and duly advised.

5. Prices

- (a) All goods are sold and all prices quoted are ex-works unless specified within the terms of a written quotation.
- (b) All prices quoted are exclusive of and may be adjusted for any tax or duty due thereon and may be increased for the supply of any quantities smaller than that quoted for.

6. Description

All descriptions, drawings and other particulars furnished in catalogues, price lists and other documents issued by us are as accurate as possible but given for general information they are not to be treated as binding unless specifically confirmed in writing. All dimensions and materials are unless otherwise stated subject to reasonable variations resulting from the raw material available or arising in the ordinary course of manufacture. Any performance figures that may be given by us based on our experience are such as you may be expected to achieve. We will, however, accept no liability if these figures are not obtained unless we specifically guarantee them in writing and then only subject to recognised tolerances and rejection limits which may be applicable.

7. Instalments

In the case of an order for delivery and payment for goods by instalments every delivery shall be deemed to be sold under a separate contract and failure by us to delivery or by you to pay for anyone or more of the said instalments shall not, subject as below mentioned, entitle you or us as the case may be to treat such failure as repudiation of any further instalment.

8. Terms of Payment

- (a) Payment is due upon receipt of invoice unless specified otherwise in a written quotation.
- (b) **We reserve the right to apply a 5% credit surcharge to all invoices paid later than 30 days from issue date.**
- (c) Failure on your part to pay in accordance with the terms of the contract for goods delivered shall entitle us at our option to withhold further deliveries both in respect of the contract or series of contracts in question and any other contract for delivery of goods to you until such payment has been made, but you will in such case also be liable for the cost of all materials and work in connection with manufacture or partly manufactured articles acquired or made by us for the purpose of future deliveries to you unless an allowance of the value thereof as realised or as utilised by us for other purposes.
- (d) All goods supplied remain our property until paid for in full.

9. Materials

Where you send us any items such as materials, tools, goods or the like in connection with your orders you do so at your own risk and we accept no responsibility for insuring your property except by arrangement in writing. Any patterns or tools provided by us shall remain our property except as stated by us in writing.

10. Patent Rights

- (a) Patent and design rights relating to goods offered or supplied will remain our absolute property and our designs and drawings shall not be reproduced or disclosed to any third party without our written consent. You will not without our previous written consent copy or entitle others to copy any goods or part thereof supplied by us.

(b) You hereby indemnify us against all claims, damage costs and expenses to which we may become liable through executing any order in accordance with your specification or drawing by the infringement or the alleged infringement of a Patent Registered Design or similar instrument or privilege.

10. Act Of Bankruptcy

It is a condition of all sales that at any time upon or after the commission by the buyer of an act of bankruptcy or where the buyer is a limited company the commencement of a winding up by reason of insolvency or any assignment for the benefit of creditors the sale may be cancelled by us wholly or in part by notice in writing.

11. Adjustments

We reserve the right any time to adjust prices unless otherwise specified, by relation to fluctuations in labour materials goods, transport costs and also in relation to any changes in currency exchange rates which affect the costs to us of any foreign bought out goods.

12. Variations

In the event of the suspension of work or inability on our part to delivery either as a result of instructions or lack of instructions, the contract price may be increased to cover any extra expense thereby incurred by us.

14. Laws

These conditions shall be governed and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of English Courts.

15. Construction

The marginal sub-headings to these conditions are not to be regarded as part thereof or binding between us.