

Terms and Conditions of Sale of Hanwell Instruments Ltd

Unless otherwise expressly agreed in writing by Hanwell Instruments Ltd ("the Company") all orders accepted by the Company are subject to the following terms and conditions, which alone shall apply to the contract to the exclusion of any terms and conditions proposed by the Purchaser.

Prices and Quotations

- 1) All verbal orders require confirmation in writing by the Company before acceptance.
- 2) All orders are accepted on the understanding that the goods will be charged at the prices ruling on the date of dispatch, unless the prices have been agreed as being firm for a specified period, and will, if appropriate, be subject to the addition of Value Added Tax. No discounts will be given from the invoiced price.
- 3) The Purchaser shall be responsible for all insurance pending transit, and for all payments, where applicable, of all customs duties and other such payments.

Payment

- 1) Where no account is held by the Purchaser with the Company, the Company reserves the right, unless cash is received with order, to issue a proforma invoice and not to dispatch the goods until full payment is made of all monies due.
- 2) Where an account is held by the Purchaser with the Company or when the Company does not insist on cash with order, payment is due 30 days from date of invoice. For sales outside the U.K. payment is to be made by I M T or letter of credit negotiated prior to the dispatch of goods unless specific account arrangements have been made.
- 3) Without prejudice to any other rights as provided for herein, payments which are overdue shall be liable to interest at 4% over The National Westminster Bank Base Rate.
- 4) Property in goods dispatched to the Purchaser shall remain the absolute property of the Company until the Company shall have received full payment. Until such time the Purchaser shall be responsible to the Company for the safety and condition of the goods. If the Purchaser sells any of the goods to a third party prior to the payment in full of all monies owing to the Company, the Purchaser shall hold the monies when received from such third party for the benefit of the Company and account to the Company therefor and the Company shall have the benefit of all claims against the third party.

Delivery

- 1) Save as may be otherwise expressly agreed the goods specified in this invoice shall be delivered by the Company to the Purchaser at the Purchaser Company's place of business in England whether to the Purchaser or to the carrier or other bailee (whether named by the Purchaser or not) for the purposes of delivery to the Purchaser.
- 2) If the Purchaser fails for whatsoever reason, to take delivery of the goods purchased as and when they are ready for delivery, the Company shall be entitled to invoice the goods and to require payment therefor in the usual way and the risk of such goods shall thenceforward be borne by the Purchaser, who shall be responsible for any storage provided for the goods by the Company.
- 3) In the event that any sum of money due to the Company remains unpaid, for whatever reason, the Company shall be entitled to refuse to deliver any further goods to the Purchaser until all sums of money then due are paid in full.
- 4) Where deliveries are to be made by instalments, payments in full for deliveries already made shall be a condition precedent to further deliveries being made.
- 5) Where special delivery arrangements are required or where goods have to be exported or where special packaging arrangements are required, the delivery and packaging charges will be subject to separate quotation and the Purchaser will be responsible to the Company for the whole cost of any such special delivery or special packaging.

Delays in Delivery and Non-Delivery

- 1) Any quotation as to time or rate of delivery whether given orally or contained in any of the Company's publications or howsoever is an estimate and shall not be a term of the contract and time for a rate of delivery shall not be deemed to be of the essence of the contract and the Company shall not be liable for the consequences of delay for whatsoever reason.
- 2) The Company shall not be liable for the non-delivery of any goods owing to any reasons outside their control or owing to the inability or refusal of their suppliers to deliver any products to the Company.
- 3) If orders cannot be met from stock, orders will be met as soon as possible, and if the whole of the order cannot be met from stock, that part available will be despatched and the balance will be dispatched when available.

Descriptive Matter and Performance Figures

- 1) Drawings, designs, photographs and other descriptive material are for purposes of description only and shall not form part of the contract.
- 2) All specifications, performance figures and data given in any publication of the Company is to be regarded as typical and must be specifically confirmed before it may be considered applicable to any particular tender, order or contract. The specification or performance figures or data represent safe working limits of standards and usage. Dimensions and other physical characteristics as shown in any of the Company's publications are subject to normal tolerances.
- 3) The Company shall be entitled, without prior notification to alter any of the specifications or performance figures of any of their products and to discontinue or modify any of their products.

Deficiencies and Non-Arrival of Goods

Advice of dispatch of goods is sent with the invoice, and a goods acknowledgement note is sent with the goods. Deficiencies must be notified within three days of receipt of the goods, and non-arrival must be notified within four days of receipt of an advice note, which is dispatched by the Company at the time or soon after dispatch of the goods.

Returns and Handling Charges

- 1) Save as provided for under Clause 2 hereunder, no return of any goods is permitted without the express consent of the Company.
- 2) If said consent is given, goods must be returned to the Company, carriage paid, in an unused condition within 30 days of invoice date, stating relevant invoice number. The goods shall remain at the risk of the Purchaser until actual redelivery to the Company's business premises in England. If such goods are returned unopened, the Purchaser will be liable in any event for a 10% handling charge, within a minimum charge of £3.00 per item. A higher rate of 30% will be levied on goods which rate returned opened.

Warranty and General Liability

- 1) Unless specifically stated otherwise in the quotation, all the Company's goods are warranted against defective material or workmanship and the Company undertakes to make good or replace if failure results from either of these factors within 1 year of dispatch, but not otherwise. In the case of a fixed installation, the warranty period for defective parts is 12 months after commissioning of equipment or 18 months after delivery from our works, whichever is earlier. During this period, service exchange replacement parts will be supplied in accordance with the customers shipping instructions. Subject to receipt of the faulty parts for inspection and confirmation that failure is due to malfunction not physical damage, the parts will be replaced free of charge. If a service engineer is required for warranty work during this period, his services will be charged at the quoted rates less an allowance of £270.40 per day. Goods which are subject to a claim under this sub-clause must be returned to the Company at the Purchaser's expense and risk as soon as possible and in any event before the expiry of 1 year from original dispatch and shall be accompanied by the Company's advice note and an explanation of the claimed fault (if ascertainable by the Purchaser). The Company shall be under no liability hereunder unless and until all sums owing by the Purchaser to the Company have been paid in full.
- 2) This warranty does not extend to any goods which have been subject to misuse, neglect, accident or improper installation or application nor shall it extend to units which have been repaired or altered other than by the Company.
- 3) Save as herein provided the Company gives no warranty and no condition or warranty shall be implied whether under the Sale of Goods Act 1983 or under any statutory modification thereof, or at all, as to the fitness of the goods for any particular purpose or as to their quality or otherwise.
- 4) Save as herein provided, the Company shall be under no liability, however arising, in contract, tort or otherwise, for any damage, loss or injury, direct, incidental or consequential, to the Purchaser or to others resulting from or caused by any defect or alleged defect in any goods delivered, or in any advice given, and in any event no failure on the part of the Company shall give rise to any liability for any loss or damage or any consequential loss or damage however arising.

Cancellation and Variation of Orders

Orders once placed can only be cancelled or varied with the consent in writing to the Company on such terms as indemnify the Company against loss.

Representations

The Purchaser agrees that no oral representations have been made to him prior to the date hereof by any servant or agent of the Company concerning the subject matter of this contract which has influenced him or persuaded him to enter into this contract.

Law Applicable

These Conditions and this contract shall be subject to and construed in accordance with English law.

N.B. Placement of an order with Hanwell Instruments Ltd implies acceptance of the above conditions and supplants any terms expressed or implied on customers' order documents.