

## Conditions of Sale

Unless otherwise stated in writing, the following conditions shall apply:

### 1. Quotations and Acceptance

- a. Quotations are valid for ninety (90) days and represent no obligation until the Seller accepts the Purchaser's order.
- b. In the event of inconsistency between the Seller's and the Purchaser's conditions, the Sellers shall prevail. No variation of the Seller's conditions shall be binding upon the Seller unless and until the variation has been accepted in writing by a duly authorised person on behalf of the Seller.

### 2. Price and Delivery

- a. Prices do not include VAT
- b. Unless otherwise agreed, delivery will be ex-works.  
Goods will be packed to the Seller's normal specification and carriage will be arranged at the expense of the Purchaser. Where applicable, C.O.D. charges will be added to the price of the goods.
- c. Unless otherwise stated in the quotation, prices do not include installation, site service or commissioning work. Any site assistance required will be charged at the prevailing daily rate, plus travelling and subsistence expenses at cost.  
To enable such assistance to be properly and efficiently carried out, the Purchaser will provide free of charge all support facilities, such as unskilled labour assistance, equipment, tools, power and satisfactory environmental conditions necessary for carrying out the work involved.
- d. The Seller will endeavour to maintain prices but, unless otherwise agreed in writing, any price contained in an offer may be changed by the seller without notice. Any such change shall reflect changes in costs which have been incurred by the Seller between the date of quotation and the date that delivery is affected.
- e. The price stated will not apply to quantities less or delivery rates lower than those specified.
- f. Any delivery period quoted is an estimate only and commences from the Seller's acknowledgement of the Purchaser's order.
- g. The Seller reserves the right to deliver in more than one consignment and to invoice each consignment separately.

## **Price and Delivery Contd.**

- h. If the Purchaser requires delayed delivery, the Seller reserves the right to increase its prices on account of increases in cost of wages or materials and any such increase shall form part of the purchase price and shall be of such amount as the Seller may, at its sole discretion, determine.
- i. Purchasers outside the UK are responsible at their own expense for obtaining any import licence required in the country for which the goods are destined. The Seller is responsible for seeking any export licence from the UK which may be necessary unless the Purchaser's office, from which the order is issued, is situated in the UK.
- j. Save where different conditions are stated therein, all contracts for export from the UK shall be in accordance with INCOTERMS 1980 Edition or any amendment or re-publication thereof for the time being in force at the date of the contract.

## **3. Title and Risk**

- a. Ownership will pass to the Purchaser only on receipt by the Seller of the full invoice price of the goods.
- b. Risk in the goods shall pass in accordance with the delivery and carriage terms stated.

## **4. Payment**

- a. In the case of deliveries within the UK, payment shall be due 30 days from date of invoice, except when the Seller stipulates C.W.O. or C.O.D. terms. Any discounts specified by the Seller shall apply only when payment is so received. Payment shall not be withheld on account of any claim by the Purchaser against the Seller. The Seller reserves the right to charge interest at 2% per month on any sum outstanding after the due date.
- b. In the case of exports from the UK, unless otherwise agreed, all payments shall be made in the UK through an irrevocable Letter of Credit confirmed by a London Bank and established in favour of the Seller and have initial validity equal to the delivery period plus one month. The Letter of Credit shall permit part shipments and provide for the release of 100% of the contract value of each shipment. No liability to deliver goods shall arise before the Seller is in receipt of a satisfactory Letter of Credit as aforementioned, payable in Sterling.

### **Payment Contd.**

- c. The Seller reserves the right to suspend deliveries when payment for any order, related or otherwise, has not been made on the due date and remains outstanding.
- d. The Seller reserves the right to stipulate that 30% of the order value is paid with the order.

### **5. Description and Data**

- a. Goods will be supplied substantially as described but, when the Seller is the manufacturer, the right is reserved to make design changes which, however, will not lower the performance of the goods, affect their mechanical interchange ability or increase the price. When the Seller is not the manufacturer, goods will be those supplied to the manufacturer's current specification and finish.
- b. The Seller shall make every effort to ensure the accuracy of technical data and literature relating to the goods but the Seller (as far as permitted by law) accepts no liability in contract, tort or otherwise for any damages or injury arising directly or indirectly from any error or omission in such technical data or literature.

### **6. Warranty**

- a. The Seller guarantees, at its sole discretion, to refund the price of the goods or to repair or replace free of charge any of the goods found to its satisfaction to be defective within ninety (90) days of the date of delivery owing to faulty design, materials or workmanship, provided that the goods have not been modified or repaired other than by the Seller and have been operated, stored and maintained with the Seller's recommendation for use.
- b. Goods which are found by the Purchaser to be damaged or defective on delivery must be returned to the Seller within 10 days of receipt.
- c. Goods returned under this Warranty shall be delivered, securely packed, to the Seller's premises at the Purchaser's expense. If found not to be defective, the goods will be returned to the Purchaser at its expense and subject to a testing charge of 15% of the invoice price together with VAT thereon if applicable.
- d. The Seller's obligation herein to refund any monies paid, repair or replace the goods is the sole liability of the Seller as regards the quality, fitness or description of the goods and their correspondence with sample. All other representations, warranties, conditions, terms and statements as regards the same, express or implied, statutory or otherwise, are excluded, save where not capable of exclusion at law. The Seller is under no further liability in contract, tort or otherwise for any loss, damage or injury arising

## **Warranty Contd.**

directly or indirectly from or in relation to the quality, fitness or description of the goods and their correspondence with sample.

- e. Any claim under this Warranty must be made promptly in writing to the Seller. In the case of goods exported from the UK, clearance must be obtained from the seller before the goods are returned to the UK.
- f. In the case of goods repaired or replaced by the Seller, the Warranty shall terminate at the end of the original Warranty period.

## **7. Goods not manufactured by the Seller**

- a. Goods not manufactured by the Seller and all software are supplied on the strict understanding that the Seller's liability in contract, tort or otherwise shall in no circumstances extend beyond the liability to the Seller or the manufacturer or supplier of such goods. In particular, but without limiting the foregoing, the benefits of the supplier/manufacturer's guarantee or warranty attaching to the goods or software shall be passed on to the Purchaser and the Seller's own terms of Warranty shall be deemed not to apply.
- b. By agreeing to purchase goods, the Purchaser agrees to comply with the terms of any licence granted to the Seller in respect thereof and agrees to indemnify the Seller and keep it indemnified against any claim made by the relevant licensor against the Seller as a result of any act or omission on the part of the Purchaser.
- c. Details of the supplier/manufacturer's warranty or guarantee and licence (if any) as aforementioned are available on request from the Seller.

## **8. Force Majeure**

The Seller shall have no liability in respect of failure to deliver or of delay in delivering or performing any obligations under the contract due to any cause outside the reasonable control of the Seller including (but not limited to) acts of God, fire, flood, war, civil disturbance or riot, acts of Government, currency restrictions, labour disputes, strikes, unavailability of materials or failure of supplier, carrier or sub-contractor to deliver on time.

## **9. Storage**

When delivery is delayed for reasons attributable to the Purchaser or its Agents, storage and other additional costs will be charged to the Purchaser and the goods will be at the Purchaser's risk from the date of commencement of such delay. The Seller reserves the right to invoice the goods at the original delivery date, which shall be the date of commencement of the Warranty.

## **10. Patent Rights**

- a. The sales of the goods and the publication of any information or technical data relating thereto does not imply freedom from patent, registered design or other industrial property rights in respect of any particular application of the goods.
- b. The Purchaser warrants that any designs and specifications supplied by it to the Seller will not involve the infringement of any patent, registered design or other industrial property right in the manufacture and sale of the goods by the seller.
- c. The Purchaser undertakes to indemnify and keep indemnified the Seller against all royalties, claims, actions, demands, proceedings, losses and costs in connection with any infringement or alleged infringement of any patent, registered design or other industrial property right in the manufacture, sale or application of the goods arising out of or in connection with the matters described in paragraphs a) and/or b) above.

## **11. Tools**

Tools made for the manufacture of goods to be supplied under the contract and the copyright therein remain the Seller's property notwithstanding that the Purchaser may have been debited with any sum in respect of their cost.

## 12. Design Rights

The Seller retains full ownership of inventions, designs, copyrights and processes relevant to the goods. Any drawings, manuals, specifications and software issued by the Seller are copyright and confidential and may not be reproduced or divulged to a third party without prior written consent. Failure to adhere to this enables us to terminate the contract summarily by notice in writing.

## 13. Law

Any questions relating to any quotation or any contract subject to these conditions or agreed amendment of these conditions shall be determined in all respects by the Laws of England.

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