

## **Applied Relay Testing Ltd. Standard Terms and Conditions of Sale.**

All goods are sold on the basis that the following conditions are incorporated in the contract and supersede all conditions of the Purchaser's order unless otherwise agreed in writing. For the purposes of this document, 'The Seller' shall be taken to mean Applied Relay Testing Ltd.

The following conditions shall apply:

### **1 Suitability of Goods**

(a) The Purchaser shall be solely responsible for the suitability of products and designs for its purpose save insofar as any stipulations are in accordance with the Seller's express written advice. All specifications drawings and particulars of weight and dimensions are subject to normal tolerances and the Seller will accept no responsibility for errors or omissions once the Purchaser has approved details submitted.

(b) Descriptions and illustrations contained in the Seller's catalogues price list and other advertisements are intended as merely to present a general idea of the goods described therein and do not form part of the contract. Unless otherwise agreed in writing performance figures given by the Seller are based on experience only and are not specifically guaranteed.

(c) The Seller shall not be liable for damage due to use of unsuitable products nor for the misuse of any product. All products are sold on the assumption that the products will be installed or used under the instruction of a qualified engineer or technician.

### **2 Quotations and Acceptance**

(a) Quotations are valid for thirty (30) days unless otherwise stated and represent no obligation until the Seller accepts the Purchaser's order. The Purchaser's order must be identified with an order number and must contain sufficient information to enable the Seller to proceed.

(b) No variation of the Seller's conditions or of the contract 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. Changes in Law or inconsistencies arising from any agreed variation affecting conditions within the contract shall not invalidate these conditions as a whole.

### **3 Price and Delivery**

(a) Prices do not include VAT.

(b) The Seller reserves the right to charge for carriage and packing and for tests other than his own standard tests.

(c) The Seller reserves the right to deliver in more than one consignment and to invoice each consignment separately together with the appropriate carriage and packing costs.

(d) The delivery period quoted is an estimate only and commences from the Seller's acknowledgement of the Purchaser's order. Provided the Seller takes all reasonable steps to deliver the goods at the time stated the Seller shall be under no liability for failure to do so.

#### 4 Export Sales

(a) Delivery and carriage terms are EX-WORKS UNLESS subsequently amended SPECIFICALLY by the Seller's acknowledgement of the Purchaser's order. Unless otherwise stated the goods will be packed to the Seller's normal specification in non-returnable packing.

(b) This contract shall be subject to procurement by the Purchaser at its own expense of any import licence required for the import of the goods to the country where the goods are to be despatched from the UK and the procurement by the Seller at the Purchaser's expense of any export licence required to export the goods.

(c) Payment. Unless otherwise agreed all payment shall be made in the UK through an irrevocable Letter of credit confirmed by a London clearing Bank to be established in favour of the Seller and have an initial validity equal to the delivery period plus one month. This Letter of Credit shall permit part payment and provide for the release of 100% of the contract value of each shipment. Unless otherwise stated no cash or other discount will be allowed.

(d) Documents. The Seller will supply one invoice with copies as required for each consignment of goods notwithstanding that the consignment may comprise more than one package. All contracts will be construed in accordance with Incoterms 2000 in the event of any inconsistency between Incoterms 2000 and these conditions these conditions shall prevail. It is the Purchaser's responsibility to satisfy itself that the goods comply in all respects with any laws or regulations applicable to the intended use.

#### 5 Title and Risk

(a) Ownership shall pass to the Purchaser on full payment for the goods during that time the Purchaser shall be entitled to sell the goods in the ordinary course of its business but shall hold the proceeds of sale in trust for the Seller.

(b) Risk shall pass to the Purchaser on delivery of the goods to the Purchaser or such persons as it may direct in accordance with these conditions of sale.

(c) As soon as the Purchaser becomes aware or has reason to suspect loss or damage in transit it shall notify the Seller failing which the Seller shall not be bound to bear the loss or damage.

(d) If the Purchaser (1) fails to make any payment to the Seller when due or (2) becomes insolvent bankrupt or goes into liquidation or (3) makes any arrangement with its creditors or has a Receiver appointed over any of its property or undertaking

then the power of sale under paragraph (a) of this condition shall automatically cease and the Seller shall be thereupon entitled to enter upon the premises of the Purchaser and reclaim the goods.

## 6 Payment

(a) Liability for payment on UK sales shall arise on delivery of goods to the Purchaser or such persons it may direct and payment shall be due on a 30 day basis: Any discounts specified on the Seller's quotation shall apply only where payment is so received. Payments shall not be withheld on account of any claim of the Purchaser against the Seller. The Seller reserves the right to charge interest at 2% per month in respect of any sum outstanding on the due date.

(b) The Seller reserves the right to withdraw the credit terms in paragraph (a) of this clause and substitute CWO COD or Pro Forma terms.

(c) The Seller reserves the right to suspend deliveries where payment for any order related or otherwise is not received in accordance with this clause.

(d) No cash or other discount will be allowed unless specified on the Seller's acknowledgement.

(e) The Seller reserves the right to limit the warranty on goods for which payment is not received in accordance with these payment terms. Any Debit Notes issued by the Purchaser are memoranda only and are not permissible deductions.

## 7 Price Variation

The Seller reserves the right to increase the price of the goods agreed to be sold in proportion to any increase of costs to the Seller between the date of acceptance of order and the date of delivery (including but not limited to those relating to the exchange rates, labour, materials, transport and taxes) or where the increase is due to any act or default of the Purchaser including the cancellation by the Purchaser of any part of the order.

## 8 Storage

When delivery is delayed for reason attributable to the Purchaser or its Agents storage or 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 date which shall be the date of commencement of the guarantee.

## 9 Variations

If the Purchaser requests any variation to the goods or suspension of the contract or if the Seller is unable to proceed with the contract due to any act or default of the Purchaser, the Seller shall be entitled to re-imburement in full for the costs (including but not limited to those relating to labour, materials, transport) incurred in the execution of the contract prior to the variation or suspension and for any additional costs thereby incurred.

## 10 Guarantee

(a) The Seller guarantees at its discretion to repair or replace free of charge any of the goods found to its' satisfaction to be defective within a one year period due to faulty materials or workmanship provided that the goods have not been modified or repaired other than by the Seller or his appointed Agent and have been stored, operated and maintained within the Seller's recommendations for use. In the case of goods not manufactured by the Seller its' liability shall in no circumstances extend beyond the liability to the Seller of the manufacturer of such goods. The goods returned under this guarantee shall be delivered to the Seller's premises at the Purchaser's expense and if found not to be defective (or when the defect is attributable to the Purchaser's misuse of design or materials) will be returned to the Purchaser at its' expense and subject to a testing charge. The Seller's obligation herein to repair or replace the goods is the only liability of the Seller (Except in respect of death or personal injury caused by negligence within the meaning of Section 1 of the Unfair Contract Terms Act 1977 as regards quality, fitness or description of the goods and their correspondence with the sample) and the Seller shall not be liable for any other damage direct, consequential or other loss or loss of profits of whatever kind and howsoever arising. All other representations warranties conditions terms and statements express or implied statutory or otherwise are hereby excluded.

(b) The Purchaser shall inspect the goods and shall notify the Seller of any defects within thirty (30) days from the date of delivery save that notice of damage to any goods in transit must be given to the Seller within forty eight (48) hours of delivery.

(c) In the case of goods repaired or replaced by the Seller the guarantee shall terminate at the end of the original guarantee period.

## 11 Purchaser's Items

Items supplied by the Purchaser for the contract shall be of suitable quality and shall be provided free of charge in sufficient quantities and at the times required by the Seller. A defect in items provided by the Purchaser shall not entitle the Purchaser to rescind the contract reject the goods, make deductions from the contract price or claim damages in respect of such defects and the Purchaser shall indemnify and keep indemnified the Seller against all action claims, demands, proceedings, losses or costs arising from the supply of defective items by the Purchaser.

## 12 Force Majeure

The Seller shall have no liability in respect of failure to deliver or perform or delay in delivering or performing any obligations under the contract due to causes outside the reasonable control of the Seller such as acts of God, fire, floods, war and civil disturbance or riot, acts of Government, currency restriction, labour disputes, strikes, unavailability of materials or failure of suppliers, carriers or sub-contractors to deliver on time.

## 13 Origin of Goods

The Seller makes no representation and gives no warranty in respect of the sources of origin of manufacture or production of the goods or any part thereof.

## 14 Patents

Sale of products by the Seller to the purchaser does not convey or imply any licence to use, modify or copy any patented or registered design which forms a part of the product or which is owned by the Seller.

## 15 Health and Safety at Work

The products supplied by the Seller for use at work may be classified as electrical, mechanical, or electronic equipment or computer software. These products are tested and supplied against the Seller's specification and when used in a normal or prescribed application and within parameters set for mechanical and electrical performance will not cause any danger or hazard to health or safety provided that normal engineering and safety practices are observed and such products are used only by qualified or trained persons and in accordance STRICTLY with the instructions, guidance and warnings printed in the product documentation. Many products contain high voltages which must be regarded as unsafe.

### Note:

If the Purchaser has doubts or queries relating to the proper use of the goods supplied, advice should be sought from the Seller.