

Procter and Chester (Measurements) Ltd

TERMS AND CONDITIONS OF SALE

1 GENERAL

In these Terms and Conditions 'the Company' means Procter and Chester (Measurements) Ltd and 'the Customer' means the person, firm or company named in this Quotation, Order Acknowledgement, Advice Note or Invoice. No Variation to these conditions shall be binding unless agreed in writing between the authorised representatives of the Customer and the seller. Any advice or recommendations given by the seller or its employees or agents to the Customer or its employees or agents which is not confirmed in writing by the seller is followed or acted upon entirely at the Customers own risk.

2 CONTRACT

A contract shall be effected when the Company sends its confirmation and acceptance in writing of the Customer's order or the goods dispatched whichever is the earliest. Quotations which are valid for 30 days, are not binding until the date of such acceptance. No oral quotations will be binding on the Company. Delivery periods shall run from the date of such acceptance.

3 PRICES

Unless otherwise expressly stated the prices quoted do not include VAT or packaging, insurance, carriage and delivery charges. All prices quoted are business estimates only and are subject to revision at the absolute discretion of the Company if increases in the cost of materials, labour, freight, any change in the parity of exchange rate, duties or other circumstances arise before completion of the order, and the prices ruling at the delivery shall apply and shall be paid by the Customer. If work is suspended because of the Customer's instruction, lack of instructions or failure to supply specifications extra charges may be made. An extra charge may be made if special tests, installation or inspection of the goods are required.

4 PAYMENT

Terms of payment are 'Net Monthly Account or Pro Forma for new accounts' and payment should be made to the Company's offices Dalehouse Lane, Kenilworth before the last day of the month following that in which the goods are dispatched. All out-standing balances not paid on that date will be liable to compound interest charged at the rate of 1.75% per month.

5 PROPERTY AND RISK

Property in the goods shall not pass to the Customer until the Company has been paid in whole of the purchase price. Notwithstanding the above the risk in the goods shall pass to the Customer upon delivery to the carrier at the Company's works.

6 DELIVERY

The company will endeavour to adhere to the delivery date set out in the Quotation but such delivery date is a business estimate only and the Company shall not in any way be liable for delay in the delivery or the consequences thereof however caused including but not limited to delay or interruption of the Company's work before or during the delivery period, any strike, lockout, labour dispute, fire, breakdown of machines, force majeure or any cause whatsoever beyond the Company's control in which case deliveries may be wholly or partially suspended and the delivery period extended by the length of time during which deliveries are suspended. Where goods are ready for delivery the Company may postpone delivery at the request of the Customer provided that the Customer pays in full price of the goods to the Company forthwith. The Company may store the goods at its own premises or elsewhere at the Customer's sole risk and all storage, insurance and transport charges shall be paid by the customer.

7 CANCELLATION FEE

No contract for goods ordered may be cancelled by the customer and no goods may be returned without prior written consent of the Company

If the Company agrees to accept a cancellation it shall be entitled to charge the Customer a minimum cancellation fee of twenty per cent (20%) of the purchase price in respect of the costs and expenses incurred and other damages without prejudice to any right to claim further costs expenses and damages howsoever arising. The customer is responsible for returning such goods, in good condition, free of charge, to the Company.

8 GUARANTEE

- a) The Company guarantees the goods against defects of materials or workmanship for a period of one year commencing the date on which the goods are dispatched. The Company in so far as it is able will also pass on to the Customer the benefit of all other manufacturers guarantees connected with the goods supplied which are not of the Company's manufacture.
- b) The Company's liability under this Clause shall apply to defects that appear during normal and proper operational use in accordance with any operating or service manuals supplied by the Company. The Company shall be under no liability in respect of any defect of the goods arising from any causes beyond the Seller's reasonable control, or to defects arising from the Customer's faulty maintenance or handling or from alterations carried out without the Company's prior authorisation in writing or from repairs which have not been carried out in accordance with any operating or service manual supplied by the Company nor does it apply to normal wear and tear.
- c) The company's liability under this Clause is limited to replacing or making good the defects in the goods.
- d) If the Company so requests, the Customer, at the expense and risk of the Customer, shall send the good, or part thereof which are to be replaced or made, to the Company or some other place nominated by the company. Any repaired so substituted goods may be delivered to the Customer at the risk of the Customer but the Company may if it wishes pay the cost of carriage.

9 LIABILITY

- a) The Company shall be under no liability for any defects drawn to the attention of the Customer or which were or ought to have been discovered on any examination of the goods prior to delivery by himself, his servants or agents.
- b) The Company shall be under no liability for any damage caused to the goods during transit.
- c) Although the greatest care is always taken to recommend the use of appropriate components and to advise and assist in the correct installation, the Company cannot accept any liability whatsoever for the incorrect functioning of these components after delivery or installation or for any consequential loss, injury or damage which may result from their use and the Company's liability is strictly limited to the replacement of components which are shown to have been faulty when dispatched.
- d) Except in the respect of death or personal injury caused by the Company's negligence the Company shall not be liable to the Customer by reasons of any representation, or any implied warranty, condition or other Term, or any duty at common law, or under express Terms of the contract, or any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the good or their use or re-sale by the Customer, except as expressly provided in these conditions.
- e) Due to the prohibitive costs for product liability insurance for the *offshore* industry, Procter & Chester (Measurements) Ltd are unable to cover their products for the fore mentioned industry. Therefore we request that the 'customer' to extend their Product Liability Cover to include sub-contractors work. Before Procter & Chester (Measurements) Ltd can acknowledge a purchase order, we will require written confirmation that sub-contractors Products Liability is in place.

10 CONTRACTS FOR SERVICES

- a) In the event that a contract made between the Company and the Customer shall amount to a contract for the provision of services rather than a contract for sale of goods then the provisions of these Terms and Conditions shall apply with such modifications as may necessary to give effect to them.
- b) Where the Company undertakes Strain Gauge Bonding work on the Customers goods and the equipment the Customer is reminded that the Company undertakes no liability in respect of any defect or deficiency except to provide the Guarantee which is referred to in Clauses 8 and 9. The Customer should also make arrangements for insurance whilst goods and equipment are on the Company's premises or in transit.
- c) Where specifications are to be supplied by the Customer they must be supplied before the contract can be entered into. Where the Customer is to supply working drawings / components these must be delivered to the Company by the agreed date. Delay in the supply of such drawings or components will entitle the Company to defer delivery of the goods by a period equivalent to such delay.
- d) Where any additional or changed information is submitted to the Company by the Customer the Company reserves the right to increase prices to cover any costs (including overheads) arising from and any losses incurred by the Company as a result of such alteration and/or to extend the delivery period.
- e) Where goods have been supplied to the Customer's specifications the Company accepts no liability or defect in such goods, and the Customer shall indemnify the Company against all actions, claims, costs and proceedings, including claims that the specification or goods infringe(s) the intellectual property rights of another. The Company gives no warranty as to the fitness for any particular purpose so supplied to the Customers own specification and accepts no liability for clerical or stenographical errors on the drawings or specification provided by the Customer.
- f) The Company reserves the right to sub-contract the fulfillment of an order or contract or any part thereof.
- g) Any experimental results supplied or recommendations made under a Service contract are given in good faith within the limitations of the data available, but no warranty, express or implied, is given as to the performance of, or results obtained from such a service and the Company cannot accept any liability for the consequences of using or applying the said results or recommendations.

11 If any of these Clauses or any part of these Clauses is rendered void or unenforceable by any legislation to which it is subject it shall be void or unenforceable to that extent but no further.

12 This contract shall be governed by and constructed in accordance with the Laws of England.