

# AHB Instrument Services Limited

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## TERMS & CONDITIONS

### CONTRACTS TO WHICH THESE CONDITIONS APPLY

1. Orders for goods, accessories and services are accepted only upon these conditions of sale. Unless expressly accepted by the Company in writing, no addition to or modification of these conditions shall apply nor shall terms or conditions submitted by the customer form part of any contract binding on the Company.

### SUBJECT MATTER OF CONTRACTS

2. Contracts for the supply of goods, accessories or services by the Company shall include only such goods, accessories or services as are specified in the contract.

### QUOTATIONS

3. All quotations and tenders are given by the Company on condition that the Company shall not be bound until it has communicated its written acceptance of the Buyers order.

### COST VARIATION

4. Except where a price is stated to be 'fixed' by the company on its written acceptance of the Buyers order any price quoted by the Seller or comprised in the order or contract is provisional only and the actual price to be paid by the Buyer shall be the Company's price ruling as the date of despatch.

### PAYMENT

5. (a) Proforma invoice for first order otherwise 30 days net account. In some cases we will effect a credit assessment and adapt the terms of payment accordingly.  
(b) If terms of payment are not complied with the Company shall have the right to charge interest as the rate of 1.9% per month in the period between the due date of payment and final settlement.  
(c) If the Buyer shall fail to pay any amount when it is due under this or any other contract with the Company, then the Company shall have the right (without prejudice to any of its other rights against the Buyer) on notice in writing being given to the Buyer, to treat the purchase price that is unpaid on all goods invoiced or despatched by the company as having become forthwith due and payable by the Buyer and in substitution for the provision contained in sub-clause (a) of this condition.

### VALUE ADDED TAX

6. All prices quoted or accepted are exclusive of Value Added Tax and the contract price shall be such prices plus VAT

### TIME FOR DESPATCH OF GOODS

7. (a). If the company shall have quoted a time within which goods will be dispatched or work completed, that time shall begin to run from the date upon which the Company receives all information, drawings or other materials which in its opinion are necessary to enable it to proceed with the work, whichever shall be the later.  
(b). All such quoted times shall be extended by as long as the Company considers reasonably necessary if any delay in dispatching the goods or completing the work shall be caused by instructions or lack of instructions from the customer or by non-delivery of material by other parties, accident, fire, war or any other international dispute, civil disturbance or any other cause whatsoever beyond the reasonable control of the Company.  
(c). All such quoted times shall be merely estimates and while the Company will do its utmost to keep them failure by the Company to dispatch goods or complete the work within a time so quoted shall not entitle the customer to cancel any order or refuse to accept delivery; nor shall such failure involve the Company in any liability for damages unless:  
(i) the customer shall have previously agreed with the Company in writing the amount of liquidated damages or a formula for calculating liquidated damages and such failure was due to circumstances within the control of the Company and the customer has suffered actual damage as a direct result of such failure.  
Any liability of the Company under this condition shall be limited to the amount of liquidated damages agreed or calculated in accordance with the provision of sub-clause (a).

(d). When goods are ready for delivery but delivery is delayed with the Company's consent at the customers' request payment shall become due as if delivery had been made. When the goods are so ready then the goods will be stored at the customer's risk of expense. The Company reserves the right to sell uncollected goods elsewhere after serving written notice to the customer that it is no longer prepared to store the goods.

#### **PERFORMANCE**

8. (a). The figures given for performance are based upon the Company's experience, and are such as the Company expects to obtain on test, but the Company will only accept liability for failure to obtain the figures given, when the Company guarantees such figures within specified margins, known as 'tolerance'. The Customer assumes responsibility for the capacity and performance of the goods being sufficient and suitable for the Customer's purpose.

(b). Any special tests required by the customer shall be charged for. If it is requested that any such tests be made in the presence of the customer and if the customer or his representative shall fail to attend such tests, seven days' notice of the date of testing having been given' the Company may carry out the tests in such event they shall be deemed to have been made in the customer's presence.

#### **LIABILITY FOR LOSS OR DAMAGE**

9. (a) The Company will do its best to safeguard all drawings, specifications and other property of our customers whilst in the possession of the Company but shall be under no liability whatsoever for any loss or damage thereto howsoever caused. The Customer must therefore arrange for such items to be insured whilst in the Company's possession.

(b) The customer accepts that it is reasonable that, except to the extent expressly provided for in these Condition of Sale, the Company shall be under no liability for any loss, injury, damage or cost, financial or otherwise, to persons or property which may be suffered directly or indirectly as a result of a contract for the supply of goods or services and no warranty or condition (whether statutory or otherwise) and whether express or implied as to quality, fitness for any particular purpose, correspondence with description or sample, or as to merchantability performance or otherwise is given whether or not samples or information as to proposed use or application of the goods or work shall have been supplied to or by the Company.

(c.) The Customer shall indemnify the Company against all damages costs expenses and penalties to which the Company may become liable through any work done by the Company in accordance with the Customers specifications involving infringement of a patent, copyright or a registered design.

#### **DRAWINGS**

10. All descriptive and forward specifications, drawings and particulars of weights and dimensions are approximate only and the descriptions and illustrations contained in the Company's catalogues, price lists and other advertisement matter are intended merely to present a general idea of the goods described therein and none of them shall form part of the contract.

#### **VARIATION OR CANCELLATION OF CONTRACTS**

11. No contract shall be varied or cancelled without the written agreement of the Company.

#### **FORCE MAJEURE**

12. The Company shall not be liable to the Customer for failure in whole or in part to reform a contract when such failure is due to circumstances outside its control, including (but without prejudice to the foregoing) war or other international disputes, civil commotion, industrial disputes or any statutory or governmental restriction order.

#### **ARBITRATION**

13. If at any time any question, disputes or difference shall arise between the Customer and the Company either party shall, as soon as reasonably practicable, give to the other notice in writing of the existence of such question, disputes or difference, specifying its nature and the point at issue and the same be referred to the arbitration of a person to be agreed upon between the parties or failing such agreement to some person nominated by the President for the time being of the Institution of Electrical Engineers and such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1950 or any statutory modifications or re-enactment thereof.

#### **LICENCES**

14. If any licence or consent of any government or other authority shall be required for the purchase of goods specified in the contract, the Customer shall obtain such licence and if so required produce evidence of the same to the Company on demand. Any losses occasioned as a result of failure to obtain such licence shall fall on the Customer.

**DEFAULT OR INSOLVENCY OF CUSTOMER**

15. The Company reserves the right to refuse to execute any order or contract if the arrangements for payment or the Customer's credit are not satisfactory. In the case of non-payment of any account when due or in the case of death, incapacity, bankruptcy or insolvency of the customer or when the Customer is a limited company in the case of liquidation or the appointment of a receiver then the purchase price of all goods and/or work invoiced and/or delivered by the Company to the Customer to date shall immediately become due and payable from the customer and in addition the Company are to have the right to cancel this and every other contract with the customer or to suspend or continue delivery at its option without prejudice to its right to recover any loss sustained.

**NOTICES**

16. Any notice to be given under the terms of these Conditions of Sale shall be served by sending the same to the other party's last known place of business or in the case of a company to the registered office and such notice shall be deemed to have been received by the party to whom it was addressed in the normal course of post.

**LAW APPLICABLE TO CONTACTS**

17. All quotations and contracts to which these conditions apply shall be construed and take effect according to English Law.