



Conditions of sale.

1. General

Contracts and orders are accepted only subject to the Company's Condition of Sale as set out herein and any Special Conditions of Sale (if any) endorsed on the reverse hereof and the Purchaser shall be bound by such Conditions. No modification of these conditions or of the particulars contained in the company's acceptance of the order from the purchaser will be recognised by the Company unless such modification is expressly accepted by the company in writing. Unless so accepted any qualification thereof or difference contained in the Purchaser's own order forms shall be inapplicable. All orders, whether based on this quotation or otherwise, shall be subject to the company's written acceptance.

2. Prices and Payment

2.1 Delivery, packing, inspection and testing charges, if applicable, will be stated separately. Unless otherwise specified goods and/or services are supplied for payment of net cash on or before the last day of the month following that in which the goods were despatched or services were performed. VAT not included in the quotation or invoice will be added where and at the rate applicable as well as any other government imposed taxes in force at the date of invoice.

2.2 Should the company at any time reasonably consider in the light of evidence the company may have as to the purchaser's financial position or otherwise that the Purchaser is or may be unable to pay for goods to be despatched and/or the services to be rendered in accordance with the contract, or indicating an inability to pay or an intention not to pay the Company shall not be bound to dispatch or prepare such goods for dispatch and/or render the services unless the Purchaser, if required by notice in writing, shall have previously either paid cash against the Company's invoice or provided sufficient security in a form acceptable to the company. If the Purchaser fails to comply with the request of the notice within the period stated therein, the Company may terminate the contract forthwith without prejudice to any rights the Company may have under the contract prior to such termination.

3. Delivery

3.1 No liability will be accepted by the company for any delay in the despatch or delivery of the goods and/or performance of the services (whatever the cause of delay) or for any losses or damage caused thereby.

3.2 Once the goods have been delivered to the Purchaser's premises or the delivery address stipulated in the Order, the goods shall be at sole risk of the Purchaser. If the Purchaser collects the goods from the Company's premises the risk for the goods shall pass to the Purchaser on collection.

4. Variation of Price

4.1 Prices may be altered by the company without notice at any time. All goods are sold and services are performed subject to the prices ruling at the date of despatch or at the time of performance. If the cost to the company of performing its obligations shall be increased due to any variation up to the date of despatch of the goods and/or the date of performing the services in the cost of materials, labour or transport or the rate of exchange between Sterling and any foreign exchange rate applicable to the goods and/or services between the date of the Company's acceptance and the date of invoice, the Company reserves the right to increase the quoted price by the additional cost to the company.

4.2 The quoted price is also subject to adjustment if any changes are made by the Purchaser in the specification of quantities of the goods and delivery requirements.

5. Loss or damage in transit

Where transport of the goods has been arranged by the Company and the equipment is damaged in transit or having been placed in transit has not been delivered to the Purchaser then:

- (a) In the case of damage to the equipment the Purchaser shall give notice to the Company within 3 days after delivery and in the case of non-delivery of the equipment the Purchaser shall give notice to the company within 10 days from receipt of the relevant invoice.
- (b) Goods subject to claim under this clause must be stored free of charge for Inspection by the Company,
- (c) The Company shall be under no liability whatsoever if the Purchaser fails to give such notice of damage or non-delivery and any damage to the equipment shall be deemed to have occurred after delivery of the goods to the Purchaser.

6. Alterations to specification

The company reserves the right to incorporate revisions to the specifications or designs of the equipment without notice. In such cases the goods shall be accepted by the purchasers as conforming to the contract.

7. Drawings

Drawings, specification and other information supplied

- (a) are confidential and remain the property of the company.
- (b) Must not be disclosed to any other party.
- (c) Must be returned to the company if the quotation is not accepted.
- (d) Are approximate only and shall not, unless otherwise stated, be deemed to form part of the contract.

8. Goods on sale or return

8.1 Goods stated as being 'sale or return' are supplied entirely at the Purchaser's own risk and shall remain so until returned to the Company in satisfactory condition to the Company's address. The company reserves the right to charge for any work that may be necessary to restore the goods to their former condition.

8.2 Unless otherwise agreed in writing, goods supplied on a Sale or Return basis shall be returned to the company within 6 months from the date of delivery. If goods are not returned within this period they will be invoiced and become due for payment in accordance with these conditions.

9. WEEE scrap/recycling

In respect of the Waste Electrical & Electronic Equipment Regs 2013.

Industrial Electronics Ltd is committed to the protection of the environment.

Any scrap repairs/calibration not collected within 3 months will be scrapped or recycled by the company.

Sales orders are accepted on the basis that customers accept full liability for industrial Electronics Ltd to dispose of WEEE equipment unless we are informed in writing via email.

10. Retention of title

10.1 Property in the goods shall remain vested in the Company until payment therefore shall have been made by the purchaser in full. The purchaser shall be in possession of the goods solely as bailee for the company until the full price is paid. The purchaser shall store the goods separately from his own goods and/or those of any other person and at all times the goods shall be stored in such a manner that they are readily identifiable as our goods until the full price is paid.

10.2 The purchaser's rights to possession shall cease forthwith if the Purchaser

- (a) not being a company commits an act of bankruptcy; or
- (b) Being a company does anything or omits to do anything which would entitle a receiver or administrator to take possession of any of its assets or which would entitle any person to present a winding-up petition or a receiver is appointed to take possession of any of the Purchaser's assets or a petition is presented to wind up the buyer.

10.3 Whenever and as soon as the Purchaser does or omits to do anything whereby his right to possession ceases under the provisions of condition 9.2 then:

- (a) the Purchaser shall immediately notify the company that his right to possession has ceased and of the circumstances in which this has occurred; and
- (b) The Purchaser shall on oral or written request furnish the company, the company's representatives or agents with sufficient information so as to enable the company to retake possession of the goods and such information shall include full details of the place where the goods are kept; and
- (c) The Company shall have an irrevocable licence without prior notice to enter upon the Purchaser's premises by itself, its representatives or agents during normal business hours in order to take possession of the goods.

10.4 The Purchaser may sell the goods to a third party prior to the date on which full payment of the price is received by or made to the company if and only if:

- (a) none of the circumstances specified in condition 9.2 have occurred or are reasonably expected to occur; and
- (b) The proceeds of sale if less than the full price of the goods or such part of the proceeds of sale equals the full price of the goods when received by the Purchaser and/or his agents are placed forthwith in an interest bearing deposit account and the funds therein or the appropriate part thereof are held on trust for the company and are payable to the company; and
- (c) Notice is given as soon as reasonably practicable to the company of the sub-sale including the name and the address of the third party and the name and address of the bank with whom the deposit account has been opened and the number of the account; and
- (d) Notice is given as soon as reasonably practicable to the company once the proceeds of sale have been received by the Purchaser.

10.5 If the purchaser shall sell the goods without complying with the condition 9.4 the Purchaser shall be in breach of bailment and liable to account to the Company for the proceeds of the sale.

10.6 In exercising the right of sale under condition 9.4 the Purchaser shall as regards the third party act solely on his own behalf and should not have or hold himself out in any way whatsoever as having the right to make representations to or contracts with the third party on behalf of the company.

10.7 The Purchaser shall inform the company immediately of any seizure, whether threatened or actual, of the goods.

10.8 The Purchaser shall from the time when under clause 3 hereof they become the sole risk of the Purchaser fully insure the goods against all risks with a reputable insurance company at its own expense. The insurance shall cover the Company's interest in the goods, and the purchaser shall hold in a separate bank account all monies paid under such insurance in trust for the company and shall pay the same to the company on demand. If the purchaser shall not effect such insurance the company shall be entitled to insure our goods and demand reimbursement for the cost of the same from the purchaser.

1. Bankruptcy/Liquidation

11.1 If the purchaser becomes bankrupt or goes into liquidation or makes any composition with his creditors or if a receiver of any of his assets is appointed, the company shall be at liberty either:

- (a) to cancel the contract summarily by notice in writing without compensation to the purchaser or
- (b) To have the option of completing the contract provided agreement is reached between the company or any receiver or liquidator or other person appointed.

11.2 The exercise of any of the rights granted to the purchaser under condition 10.1

12. Guarantee

12.1 The following guarantee shall be deemed to be incorporated in these conditions of sale:

For a period of twelve months from the date on which a product both manufactured and sold by the company is delivered to the purchaser, the company will exchange or repair at the company's option any part or parts thereof requiring replacement or repair by reason of defective workmanship or material.

12.2 Every other form of liability, including consequential loss or damage, howsoever caused, is hereby expressly excluded.

12.3 The company shall not be responsible for any expense which the purchaser may incur in removing or having removed or any replaced part or parts sent for inspection or in fitting or having fitted any new parts supplied in lieu thereof.

12.4 The company shall not be responsible for any defect which in the opinion of the company was attributable to:

- (a) wear and tear
- (b) Any form whatsoever of improper use or use which was not in accordance with accepted practice.
- (c) Abnormal corrosive or abrasive conditions.
- (d) Non-compliance with any instructions issued by the company concerning the use, fitting and serving of the goods.
- (e) Incorrect fitment
- (f) Faulty or irregular supply of electricity.

12.5 Modified goods supplied by the company in accordance with clause 6 of these conditions shall not constitute a deficit for the purposes of this guarantee.

12.6 This guarantee is given in lieu of and excludes every condition or warranty whether statutory or otherwise.

13. Claims

No claim for exchange or repair can be considered unless the defective product is returned carriage paid to the Company supported by the following particulars:

13.1. The Company's reference on the product from which the part or parts were taken.

13.2. The defects, claims and reasons for them.

13.3. Date of purchase and source from which the product was purchased.

14. Force Majeure

Should the Company be prevented from delivering at the agreed dates by strikes, lock-outs, act of God, war, fire, tempest, flood, accident or damage to goods, or delay in obtaining or inability to obtain through scarcity of materials or for any other cause beyond the Company's control the Company may suspend delivery until a reasonable time after the end of the happening and during such time as is reasonably incidental to the resumption of normal production or sale or cancel or vary the contract without compensation.

15. Lien

In addition to any right of lien to which the Company may by law be entitled the Company shall have a general lien on all goods of the Purchaser in its possession (whether or not payment for such goods or some of them may have been received for) the unpaid price of any other goods sold and delivered to the Purchaser by the Company under the same or other contracts.

16. Waiver

The Company's rights shall not be affected or restricted by any indulgence or forbearance granted to the Purchaser. No waiver by the Company or any breach shall operate as a waiver of any later breach.

17. Applicable law

The rights and obligations of the parties and all the terms and conditions hereof and any disputes arising out thereof shall be construed in accordance with English Law to the jurisdiction of the courts of which the purchase shall submit.