



General Terms and Conditions of Sale – January 2012

- Prices:** All prices quoted, should be regarded as fixed and firm for the validity period shown. The Company cannot be held responsible for sudden exchange rate fluctuation and may therefore offer to fix the price against pro-forma payment. Where no period is shown, it shall be understood that the period is 30 days. Unless otherwise stated, prices quoted will be exclusive of carriage and packaging. If the goods are hand-delivered by The Company, no offer to reimburse carriage charges will be made or request accepted.
- Purchase Orders:** Formal written purchase orders are required for any requirement, made out in the name of Calibration Dynamics, Unit 7 Regents Court, South Way, Walworth Business Park, Andover, Hampshire, SP10 5NX. Any subsequent changes or amendments made by the customer require a formal written revision of the purchase order. Verbal purchase orders or verbal purchase order amendments are not acceptable no matter how they are transmitted or received.
- Payment Terms:** Invoices shall be generated when the goods are despatched or made ready for despatch if held at The Buyer's request and will be payable forthwith. Unless otherwise agreed in writing, payment term shall be thirty days open credit from date of invoice, subject to satisfactory references. Title will remain that of The Company until all goods are paid for in full and The Company retains the right to recover any goods that are not paid for. If the buyer fails to pay The Company, The Company shall be entitled to withhold delivery of any goods due to be delivered to The Buyer under this or any other contract with The Buyer. At any time prior to despatch, The Company may notify The Buyer that payment or part payment is required before such delivery and The Company shall be entitled to retain The Goods pending receipt of such payment.
- Delivery:** Notwithstanding that the time allowed for delivery has been discussed orally or in writing, the time of delivery shall not be of the essence of the contract. It shall be understood that the time quoted is based on 'Order Acceptance' i.e. from the time that The Company acknowledges the Order and not from Order receipt. The time for delivery shall be extended by a reasonable period if delay in delivery is caused by instructions or lack of instruction from The Buyer, by industrial dispute or by any cause beyond the reasonable control of The Company. The Company shall deliver the goods to site in accordance with the Buyer's Purchase Order / Contract unless otherwise agreed in writing. The goods shall be deemed to have been delivered in accordance with the Purchase order / Contract only if it is found to be complete and in an undamaged condition in accordance with the specification on arrival at The Buyer's premises.
- Performance:** Unless otherwise agreed, the Company Guarantees that all supplied goods are of sound materials and in good working condition. The Company accepts no responsibility (or for any consequential loss arising thereof) for failures which are the results of improper fixing, treatment, of overloading or excessive use, or of goods being used in situations for which they were not designed. The Company will accept no liability for any failure to attain any performance figures quoted unless The Company has specifically guaranteed them, subject to any tolerances specified or agreed. If the performance figures obtained on any test provided for in the Purchase Order / Contract are outside the acceptance limits specified the Buyer will be entitled to reject the goods.
- Guarantee:** The Company, or its principal, will make good, by repair or at its option by the supply of replacements, defects which, under proper use, appear in the goods within a period of one year from the date of supply, unless otherwise agreed in writing, and arise solely from faulty design, materials or workmanship. Any exclusion to this will be agreed in writing with The Buyer.
- Liability:** The Company's liability under this clause shall be in lieu of any warranty or condition applied by law as to the quality or fitness for any particular purpose of the goods, and save as provided in this clause, The Company shall not be under any liability, whether in contract, tort, or otherwise in respect of goods delivered or for any injury (other than personal injury caused by our negligence as defined in the Unfair Contract Terms Act 1977), damage or loss resulting from such defects or from any work done in connection therewith. In no event shall The Company be liable for loss of anticipated earnings, loss by reason of plant shutdown, non-operation, or increased expense of operation of alternative equipment or other costs, expenses, whether real, incidental or notional.
- Publications:** Illustrations contained in Technical specifications provided by The Company are for identification only and are not binding. All designs are subject to variation and improvement and the form, function and build specifications of products may vary. The accuracy of tables of dimensions, working capacities and other specifications is not guaranteed and do not form part of the Contract unless specifically agreed by The Company.
- Packing:** The Company will not be liable for any breakage or other damage after the goods have been shipped, unless it is proved that such goods were improperly packed.
- Claims:** With regard to the type or quantity of goods delivered, no claim will be entertained unless made in writing within 7 days from the date of delivery.
- Cancellation:** A Contract can not be cancelled except by written consent from a director of The Company. All agreed cancellations will incur a cancellation charge of 20% of the total order value.
- General:** Any Contract under which The Company has agreed to supply goods shall be subject to these Terms and Conditions of Sale unless exceptions are specifically accepted by The Company by means of a written amendment to these conditions and authorised by a director of The Company.
- Governing Law:** Any Contract shall be governed by and interpreted in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Calibration Dynamics

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