

Conditions of Sale

DEFINITIONS

“The Seller” shall mean Aspen Electronics Limited. Registered in England and Wales No. 1166826.
Registered Office: 6 Stirling Park, Laker Road, Rochester, Kent, ME1 3QR

“The Buyer” shall mean the person, firm, company, government department, local or public authority with whom or which the Seller may contract.

Service Terms Interpretation

Additional maintenance - any work required from the Seller to restore Equipment up to the current British Standard or the EU equivalent (if any) and which does not form part of Scheduled Maintenance.

Ancillary Costs – the itemised costs associated with any additional works or non-contracted system maintenance outside those included within the Contracted Charge.

Calibration – the process of determining, checking, or rectifying the graduation of (any instrument giving quantitative measurements) to meet the periodic requirements of the manufacturer or other relevant standards – as set out in the service schedule below.

Contracted Charge – the one-off cost for the provision of the Calibration service for the term specified.

Equipment - the systems and equipment shown in the equipment to be calibrated under this contract.

Scheduled Maintenance - inspecting and testing of Equipment, routine monitoring in line with contract requirements

Initial term - the minimum number of years, as shown in the schedule, the contract must be in force, starting on the contract start date.

Site - the address shown in the schedule, where the equipment is to be sent / returned to.

System or Systems - the systems shown in the schedule.

GENERAL CONDITIONS

The Seller submits all quotation and price lists and accepts all orders subject to the following Conditions of Sale which shall apply to all goods or services supplied by the Seller, its servants, agents or sub-contractors to the exclusion of all other representations, conditions and warranties; statutory or otherwise expressed or implied except where mutually agreed in writing by both parties.

In the case of inconsistency between the Seller’s and the Buyer’s conditions the Seller’s shall prevail.

The placing of contracts with the Seller by the Buyer implies acceptance by the Buyer of the Seller's Conditions of Sale.

Neither of the parties to any agreement or contract is dealing as a consumer and the Buyer hereby confirms that it is buying the goods for use in its business.

Every order by the Buyer shall be deemed to be an offer subject to confirmation and acceptance by the Seller.

The due performance of the contract is subject to cancellation or such variation as the Seller may find necessary as a result of lack of instructions from the Buyer or as a result of any cause whatsoever beyond the Seller's reasonable control.

The Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with any Goods or any Contract shall be limited to the price paid for such Goods or under the relevant Contract.

Nothing in these conditions excludes or limits the Seller's liability for death or personal injury caused by negligence, or for fraud, or under section 2(3), Consumer Protection Act 1987.

PRICING

Prices do not include Value Added Tax or any other government duties or levies including Import Duties which may be imposed unless otherwise stated.

Prices are inclusive of delivery within the United Kingdom by parcel or letter post or other means selected by the Seller. Delivery by any other means specified by the Buyer will be at additional cost. All shipments to destinations other than the UK are NOT included and will be charged / quoted at cost.

When buying through the Sellers online shop, delivery is charged up to a maximum of £12.50 for UK destinations.

In the case of imported goods, prices are inclusive of freight and handling charges from country of origin to the United Kingdom.

When prices are given as inclusive of Import Duty they are subject to no change in the rate of Import Duty at the time of entry.

In the case of imported goods, prices are based on foreign exchange rates. Prices are subject to the exchange rate not varying by more than three per cent on this rate at the time of delivery/invoicing. Adjustments to the prices as permitted under this clause will be agreed between the seller and the buyer before invoicing.

DELIVERY AND PACKAGING

The delivery period quoted will commence from the date of the Seller's order confirmation or from the date at which all outstanding technical or contractual details are resolved whichever is the later. While the Seller undertakes to take all reasonable steps to deliver goods or complete services within the quoted period the Seller accepts no responsibility or liability for any failure to do so. Offer "ex-stock" are subject to the goods being unsold at the time of acceptance of order.

Delivery shall be deemed to take place when the goods arrive at the Buyer's works or are given into the hands of the Buyer or its servant or agent.

The Seller reserves the right to make partial deliveries.

Goods will be delivered in packaging deemed adequate by the Seller for transport by post, carrier or airfreight. Any additional or special packaging required by the Buyer shall be at additional cost.

Claims regarding shortage or non-delivery of goods must be notified in writing within ten days.

Refusal by the buyer to accept any part of any delivery of the contract shall be held to be a breach of contract unless specifically agreed in writing between the buyer and the seller. Delay in delivery or other default of any instalment shall not relieve the Buyer of its obligation to accept and pay for the remaining deliveries.

CANCELLATIONS

Cancellations of orders can only be accepted on terms which indemnify the Seller against loss. Cancellations will not be accepted for non-standard items or after dispatch has taken place.

The Seller reserves the right to alter prices by agreement between both parties in the event of cancellation of any part of order.

CALIBRATION SERVICE PROVISION

Where contracted the Buyer will arrange to return to the Seller the Equipment to be calibrated, as specified in the service schedule or quotation.

The frequency of calibration shall be as specified in the quotation.

The Seller will make contact using the agreed point of contact as specified in the schedule, 1 month prior to calibration using either email or telephone to do so.

The Buyer will be responsible for the return of the Equipment to the Seller for Calibration.

The Calibration service will be performed by the Seller to the manufacturer specified levels and will be conducted and certified to the levels set out in the schedule.

If any additional work is required other than the contract service an Ancillary services quotation will be provided to the Buyer.

The Seller shall have a duty under this agreement to return the equipment to the Buyer in an equivalent state to that which it is received by the Seller. The service will be performed by the Seller within 1 month of receipt of the Equipment.

The Buyer shall be under a duty to inspect the Goods and/or Services on delivery or collection or on completion of the works as detailed in the service schedule and quotation which form part of this contract.

Upon return by either party, if the other party identifies any damage or shortages it must inform the other party in writing within 5 days of delivery or completion of the works, providing details of the alleged damage or shortage. The Seller shall be under no liability if the Buyer fails to provide such notice.

The Seller must be permitted to inspect the affected Goods and/or Services before the Buyer uses, alters or modifies them in any way upon their provision or return.

Subject to the Buyer's compliance with this Clause and the Seller's agreement with any alleged damage or shortages, the Seller shall make good any and all damage and shortages within a reasonable time.

The Seller shall be under no liability for and shall not indemnify the Buyer against any matters arising from damage or shortages.

RETURNS

Except under the terms of the guarantee Goods may not be returned without the prior written agreement of the Seller.

Where goods have been over-ordered in error by the Buyer, the Seller reserves right to accept returns. If it is agreed that returns shall be accepted then a restocking charge of £25 or 10% of the order whichever is higher will be charged.

NOTE: This shall only apply to goods which are or might be stocked by the Seller.

The Seller shall only accept returned Goods if it is satisfied that those Goods are defective and that such defects would not be apparent on inspection.

The Seller shall have the option of either replacing defective Goods within 20 days of receipt of them or shall refund to the Buyer the Price for those Goods which are defective or other such alternative as may be agreed with the Buyer.

The Seller shall not be liable for defects arising out of normal wear and tear, the Buyer's failure to follow any instructions given by the Seller, misuse or alteration of the Goods, negligence, wilful damage or any other act of the Buyer, its employees, agents or any other third party.

PAYMENT

Terms of payment are thirty days from the date of invoice subject to approval of credit by the Seller. Otherwise payment terms for orders placed by Buyers within the United Kingdom are against proforma invoice.

Overseas orders are subject to proforma payment terms.

The Seller reserves the right to suspend deliveries where payment is not received in accordance with these conditions and reserves the right to charge interest at 1% per month on any sum still outstanding after the due date for payment. The Seller, in addition to the debt itself and any interest arising from late payment as specified above, shall be entitled to obtain reasonable compensation from the Buyer for any recovery costs exceeding that sum. This could include, but is not limited to expenses incurred, in the pursuit of legal debt recovery or the employment of a debt collection agency.

Payment shall not be withheld in respect of any financial claims made by the Buyer and not accepted by the Seller.

INSOLVENCY

If the buyer shall become insolvent or being a limited company commences to be wound up or suffers a receiver to be appointed, the Seller shall be at liberty to treat the contract as repudiated and be relieved of further performance and this shall be without prejudice to the Seller's right to claim for damages for breach of contract.

In the event of the Buyer's insolvency, the Seller shall be entitled (in addition to any lien arising by law) to a general lien on all the Buyer's goods in the Seller's possession for any money due either in respect of such goods or in respect of any general or particular balance or other money due from the Buyer to the Seller under any contract.

DESIGN AND TEST

The Buyer shall not remove, alter or otherwise interfere with the marks or numbers on any goods supplied by the Seller.

The Seller reserves the right to make changes in design without incurring any obligation to install same on units previously purchased.

Unless otherwise stated in writing by the Seller, goods are supplied to their standard specification and current finish.

The Seller reserves the right to levy a charge for any additional test, inspection or release certifications or procedures that may be required by the Buyer.

WARRANTY

The goods sold are warranted to be free from defects in material and workmanship for one year from the date of delivery. The Seller's obligation under warranty is limited to repair or replace at its discretion any parts or goods found to the Seller's satisfaction to be defective in materials or workmanship. The guarantee excludes any damages arising in consequence of negligence, improper use or improper storage. The guarantee excludes valves, K chips, fuses, choppers and batteries.

Goods returned under this guarantee shall be returned to the Seller's premises at the Buyer's expense.

All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded in relation to the sale of Goods by the Seller or any Contract.

In the case of goods not manufactured by the Seller, its liability shall not extend beyond the liability of the manufacturer of the goods to the seller.

HIRE

The Company's conditions regarding the hire of products are given in a separate document entitled Conditions of Sale Rentals.

RISK AND TITLE

All risk shall pass to the Buyer on delivery.

Ownership of the Goods shall not pass to the Buyer until the Seller has received in full (in cash or cleared funds) all sums due to it in respect of: (i) the Goods; and (ii) all other sums which are, or which become due to the Buyer from the Buyer for any reason.

FORCE MAJEURE

The Seller shall have no liability in respect of failure to deliver or perform or delay delivering or performing any obligations under contract due to causes such as acts of God, fire, flood, war and civil disturbances or riots, or acts of government, currency restrictions, labour disputes, unavailability of materials, failure of supplier or sub-contractor to deliver on time or the buyers account being overdue and every other circumstance outside the reasonable control of the Seller.

GENERAL

The quotation and each Contract shall be governed in all respects by the laws of England and the Buyer submits to the non-exclusive jurisdiction of the English Courts. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded from each Contract.

The Seller may assign any Contract or any part of one to any person, firm or company.

The Buyer shall not be entitled to assign any Contract or any part of one without the prior written consent of the Seller.

No term of any Contract shall be enforceable by the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

SERVICE SCHEDULE

Equipment to be Calibrated

Type Manufacturer Quantity

Type of Calibration to be carried out on the Equipment:

Month of calibration

Date of Commencement

Term (duration) of Contract

_____ years

Charge

£ _____ per _____ for the initial term.

Contact Information

Name:

Title:

Address:

Telephone:

Email: