



Repair & Calibration Ltd

Your independent lab, run by engineers

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Terms & Conditions.

1. Definitions

- (a) The term "Buyer" shall mean Repair & Cal Ltd
- (b) The term "Seller" shall mean the person, firm or company to whom the purchase order is issued.
- (c) The word "goods" includes all goods covered by the Purchase Order whether raw materials, processed materials or fabricated products.
- (d) The term "Purchase Order" shall mean Buyer's Purchase Order which specifies that these conditions apply to it.
- (e) "The Contract" shall mean the contract between Buyer and Seller consisting of the Purchase Order. These conditions and any other documents (or parts thereof) specified in the Purchase Order. Should there be any inconsistency between the documents comprising the Contract they shall have precedence to the order herein listed.

2. Quality

In the absence of a specification or sample, all goods supplied shall be within normal limits of industrial quality and where appropriate, consistent with BSEN ISO 9001 Quality systems.

3. Delivery Date

The date of delivery of the goods shall be specified in the Purchase Order unless agreed otherwise between Buyer and Seller shall furnish such programs of manufacture and delivery as the Buyer may reasonably require, and the Seller shall give notice to the Buyer as soon as practicable if such programs are or are likely to be delayed. Failure to deliver within the agreed period will give the Buyer right to purchase elsewhere and charge the Seller with any loss incurred as a result of such failure.

4. Incorrect Delivery

All goods must be delivered at the delivery point specified in the Purchase Order. If the goods are incorrectly delivered the Seller will be held responsible for any additional expense incurred in delivering them to their correct destination.

5. Passing of Property and Risk to Buyer

The property and risk in the goods shall remain in Seller until they are delivered and signed by buyer at the point specified in the Purchase Order.

6. Terms of Payment

Unless otherwise stated in the Purchase Order, payment will be made 30 days following the month of invoice provided that the invoice is not raised before the goods are received. Value Added Tax, where applicable shall be shown separately on all invoices as a strictly net extra charge.

7. Loss or Damage in Transit

Buyer shall advise Seller and the carrier (if any) in writing, otherwise than by a qualified signature on any delivery note of any loss or damage within the following time limits:-

- (a) Partial loss, damage, defects or non-delivery of any separate part of a consignment shall be advised within 7 days of delivery of the consignment or part thereof.
- (b) Non delivery of the whole consignment shall be advised within 21 days of notice of despatch.
- (c) Seller shall make good free of charge to Buyer any loss to or defect in the goods where notice is given by Buyer in compliance with this condition provided that Buyer shall not in any event claim damage in respect of loss of profits.

13. Responsibility for Information

Seller shall be responsible for any errors or omissions to any drawings, calculations, packing details or other particulars supplied by him whether such information has been approved by him or not, provided that such errors or omissions are not due to inaccurate information furnished in writing by Buyer.

14. Assignment and Sub Letting

The Contract shall not be assigned by Seller nor sub-let any part of the work without Buyer's written consent which shall not be unreasonably held, but the restriction explained in this clause shall not apply to sub-contracts for materials, for minor details or for any part of which the makers are named in the Contract. Seller shall be responsible for all work done and goods supplied by sub-contractors.

15. Copies of Sub Orders

Where Buyer has consent ed to the placing of sub-contracts, copies of each sub order be sent by Seller to Buyer immediately they are issued.

16. Deterioration

Except where stated otherwise in Buyer's Purchase Order, Seller shall protect any item or part that might deteriorate during transportation or storage.

17. Free Issue Materials

Where Buyer for the purposes of the Contract issues materials free of charge to Seller, such materials shall be and remain the property of Buyer. Seller shall maintain all such materials in good order and condition subject, in the case of testing patterns and the like by fair wear and tear. Seller shall use such materials solely in connection with the Contract. Any surplus materials shall be disposed of at Buyer's discretion, waste of such materials arising from bad workmanship or negligence of Seller shall be made good at Seller's expense.

18. Warranty

Seller shall as soon as reasonably practicable repair or replace all goods which are or become defective during the period of 3 months or if new manufacturer warranty from putting into service or 3months from delivery whichever shall be the shorter, where such defects occur under proper usage and also due to faulty design, Seller's erroneous use of data or inadequate or faulty materials or workmanship, or any other breach of Seller's warranties, expressed or implied. Repairs and replacements shall themselves be subject to the expressed or implied. Repairs and replacements shall themselves be subject to the expressed or implied. Repairs and replacements shall themselves be subject to the foregoing obligations for a period of 3 months or if new manufacturer warranty from the date of delivery, reinstallation or passing of tests (if any) whichever is appropriate after repair or replacement. Seller shall further be liable to damages (if any) in respect of each Purchase Order up to the limit of the price of the goods covered by that Purchase Order provided that the Buyer shall not in any event claim damages in respect of loss of profits. The foregoing states the entire liability in Contract an in negligence of Seller in respect of goods which are defective other than liability arising under Clause 7 (loss or damage in transit), and Seller shall not save as expressly provided hereto be liable for any other claim in regard to defects to the goods.

8. Acceptance

In the case of goods delivered by the Seller not conforming to the contract whether by reason of being of quality or in a quantity measurement not stipulated or being unfit for the purpose for which they are required where such purpose has been made known in writing to Seller. Buyer shall have the right to reject such goods within a reasonable time of their delivery and to purchase elsewhere as near as practicable to the same contract specifications and conditions as circumstances shall permit but without prejudice to any other right which Buyer may have against Seller. The making of payment shall not prejudice Buyer's right of rejection. Before exercising the said right to purchase elsewhere, Buyer shall give Seller reasonable opportunity to replace rejected goods with goods which conform to the contract.

9. Variations

Seller shall not alter any of the goods except as directed in writing by Buyer, but Buyer shall have the right from time to time during execution of the contract, by notice in writing to direct Seller to add or to omit or otherwise vary the goods and Seller shall carry out such variations and be bound by the same conditions, so far as applicable as though they said variations were stated in the contract. Where Seller receives any such direction from Buyer which would occasion an amendment to the contract price, seller shall with all possible speed advise Buyer in writing to that effect giving the amount of any such amendment ascertained and determined at the same level of pricing as that contained in the Seller's tender. If in the opinion of seller any such direction is likely to prevent Seller from fulfilling any of his obligations under contract, he shall so notify Buyer and Buyer shall decide with all possible speed whether or not the same shall be carried out and shall confirm his instructions in writing and modify the said obligations to such as extent as may be justified. Until Buyer so confirms his instructions they shall be deemed not to have been given.

10. Force Majeure

If a delivery by Seller or the acceptance by Buyer of a delivery is delayed or prevented because the manufacture of the goods or the delivery to Buyers works by usual route has been or is being prevented or hindered by circumstances beyond the reasonable control of Seller, including any form of government intervention, strikes and lookouts relevant to the contract, delays by sub-contract (but only where such delays were beyond the control of sub-contractor concerned), such delivery shall be suspended and it cannot be made within a reasonable time after the due date, the delivery may be cancelled by either party by letter or email to the other where more than one delivery is to be made against the Purchase Order. Deliveries not cancelled will be resumed as soon as the circumstances causing delay cease. But except where both parties otherwise agree the period during which deliveries are to be made will not be extended. Buyer shall pay Seller such a sum as may be suitable in respect of work performed prior to cancellation.

11. Progress and Inspection

Buyer's representatives shall have the right to progress and inspection of all goods at Seller's works and the works of sub-contractors at all reasonable times and to reject goods that do not comply with the terms of the Contract. Seller's sub-contracts shall be made accordingly. Any inspection, checking, approval or acceptance given on behalf of

Buyer shall not relieve Seller or his sub-contractors from their obligations under the Contract. Representatives of the Buyer's client shall also have a right of access to Buyer's premises for the purpose of inspection.

12. Buyer's right in specifications, plans, drawings, patterns

Any specifications, plans, drawings, patterns or designs supplied by Buyer to Seller in connection with the Contract shall be regarded by Seller as secret and confidential and shall not without the consent in writing if Buyer be published or disclosed to any third party or made use of by Seller except for the purpose of implementing the contract.

19. Insolvency

If Seller becomes insolvent or (being a Company) makes an arrangement with its Creditors or has a receiver appointed or commences to be wound up (other than for the purposes of amalgamation or reconstruction). Buyer may without prejudice to any other of his rights terminate the Contract forthwith by notice to Seller or any person whom the Contract may have become vested.

20. General Conditions to the Tender

No conditions submitted or referred to by Seller when tendering shall form part of the Contract unless otherwise agreed to in writing by Buyer.

21. Arbitration

The construction, validity and performance hereof shall be governed by the law of England and all disputes which may arise under, out of or in connection with or in relation to the Contract shall be submitted to the arbitrations of The London Court of Arbitration under and in accordance with its rules at the date hereof. The parties have to agree that service of any notice in the course of such arbitration at their address is given in the Purchase Order shall be valid and sufficient.

22. Advertising

Under no circumstances must copies of drawings or photographs of equipment, manufactured be used for advertising purposes.

23. Governing Law and Jurisdiction

These conditions shall be governed by and construed in accordance with the law of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts.