



Acam Instrumentation Ltd

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ACAM INSTRUMENTATION LTD

TERMS AND CONDITIONS OF SALE 1. GENERAL

In these Terms and Conditions "the Company" means Acam Instrumentation Ltd and "the Customer" means the person, firm or company named in this Quotation, Order Acknowledgement, Advice Note or Invoice. No variation to these conditions shall be binding unless agreed in writing between the authorised representatives of the Customer and the Seller. Any advice or recommendation given by the Seller or its employees or agents to the Customer or its employees or agents which is not confirmed in writing by the Seller is followed or acted upon entirely at the Customer's own risk

2. CONTRACT

A contract shall be effected when the Company sends its confirmation and acceptance, in writing, of the Customer's order Quotations, which are valid for 30 days, are not binding until the date of such acceptance. No oral quotations will be binding on the Company. Delivery periods shall run from the date of such acceptance.

3.- PRICES

Unless otherwise expressly stated the prices quoted do not include VAT or packaging, insurance, carriage and delivery charges. All prices quoted are business estimates only and are subject to revision at the absolute discretion of the Company if increases in the cost of materials, labour, freight, any change in the parity of exchange rate, duties or other circumstances arise before completion of the order, and the prices ruling at the delivery shall apply and shall be paid by the Customer. If work is suspended because of the Customer's instructions, lack of instructions or failure to supply specifications extra charges may be made. An extra charge may be made if special tests, installation or inspection of the goods are required.

4. PAYMENT

Terms of payment are "Strictly Net Monthly Account" and payment should be made to the Company's offices 23 Thomas St, Northampton NN1 3EN on the last day of the month following that in which the goods are dispatched. All out-standing balances not paid on that date will be liable to compound interest charged at the rate of 1.75% per month.

5. PROPERTY AND RISK

Property in the goods shall not pass to the Customer until the Company has been paid the whole of the purchase price. Notwithstanding the above the risk in the goods shall pass to the Customer upon delivery to the carrier at the Company's works.

6. DELIVERY

The Company will endeavour to adhere to the delivery date set out in the Quotation but such delivery date is a business estimate only and the Company shall not in any way be liable for delay in delivery or the consequences thereof however caused including but not limited to delay or interruption of work at the Company's works before or during the delivery period, any strike, lockout, labour dispute, fire, breakdown of machines, force majeure or any cause whatsoever beyond the Company's control in which case deliveries may be wholly or partially suspended and the delivery period extended by the length of time during which deliveries are suspended. Where goods are ready for delivery the Company may postpone delivery at the request of the Customer provided that the Customer pays the full price of the goods to the Company forthwith. The Company may store the goods at its own premises or elsewhere at the Customer's sole risk and all storage, insurance and transport charges shall be paid by the Customer

7. CANCELLATION FEE

No contract for goods ordered may be cancelled by the Customer and no goods may be returned without prior written consent of the Company
If the Company agrees to accept a cancellation it shall be entitled to charge the Customer a cancellation fee of up to fifty per cent (50%) of the purchase price in respect of costs and expenses incurred and other damages without prejudice to any right to claim further costs expenses and damages howsoever arising. The customer is responsible for returning any such goods, in good condition, free of charge, to the Company.

8. GUARANTEE

a) The Company guarantees the goods against defects of materials or workmanship for a period of one year commencing on the date on which the goods are dispatched. The Company in so far as it is able will also pass on to the Customer the benefit of all other manufacturers' guarantees connected with the goods supplied which are not of the Company's manufacture.
b) The Company's liability under this clause shall apply to defects that appear during normal and proper operational use in accordance with any operating or service manuals supplied by the Company. The Company shall be under no liability in respect of any defect of the goods arising from any causes beyond the Seller's reasonable control, or to defects arising from the Customer's faulty maintenance or handling or from alterations carried out without the Company's prior authorisation in writing or from repairs which have not been carried out in accordance with any operating or service manual supplied by the Company nor does it apply to normal wear and tear