

## CONDITIONS OF SALE.

In these Conditions "The Company" means FISCHER INSTRUMENTATION (GB) LTD. "The Agreement" means these conditions together with any contract in which they may be incorporated by reference or otherwise and "goods" shall where applicable include services.

1. RULING CONDITIONS - All contracts of sale made by the Company are subject to these conditions to the exclusion of any and all printed terms or conditions of the buyer which shall not form part of the Agreement. These Conditions cannot be varied suspended or added to except with the prior written consent of an Officer of the Company.

2. PRICE AND PAYMENT Except as may otherwise be agreed in writing the Company may vary the price of the goods by notice to the buyer given not less than two weeks before delivery if and to the extent that there is any increase in the price or cost of the goods to the Company by reason of any foreign exchange fluctuations, alterations in duties or by reason of any cause beyond the control of the Company.

Prices include neither United Kingdom Value Added Tax nor any duties levied in the buyer's country.

The buyer shall pay for the goods net cash at the time of delivery. The Company may from time to time agree that the buyer may pay for the goods net cash thirty days after the date of invoice. All overdue accounts shall bear interest from day to day at the rate of the Lloyds Bank Base Lending Rate for the time being. The costs incurred by the Company in the recovery of overdue accounts shall be borne by the buyer and form part of the outstanding debt.

3. TITLE Until full payment has been received by the Company for all goods whatsoever supplied at any time by the Company to the buyer property in the goods shall remain in the Company.

4. DELIVERY PROPERTY AND RISK Whilst the Company will use its best endeavours to deliver according to the estimated delivery times given in the quotation the Company shall not be responsible for any loss injury damage or expenses consequent upon any delay in delivery of the goods.

Unless otherwise specified the price quoted includes delivery by any method of transport at the option of the Company.

The price quoted includes insurance of goods during transportation. The Company will repair or at its option replace, free of charge, goods lost or damaged during transit, provided only that it is given written notification and description of such loss or damage within such a time as will enable it to comply with the Carriers and Insurers conditions of carriage as affecting loss or damage in transit. Providing also the goods and their packing are made available (in case of damage) for inspection in their "as received" condition by the relevant inspecting authority.

Notwithstanding that the title to the goods may not have passed the risk in the goods shall pass to the buyer on delivery. The Company shall not be responsible for any damage discrepancy or shortage in the goods unless the buyer notifies both the Company and the carrier within 72 hours of the time of delivery of the goods. In the event of total failure of the goods to reach their destination the Company shall not be liable unless the buyer notifies the Company within 14 days after the date of the invoice.

5. The goods to be supplied fall within the scope of the Quality System of The Company as a stockist and distributor as the supplier may not be a Certified Source

6. DRAWINGS, SPECIFICATIONS, DESCRIPTIONS etc. - All descriptive specifications, drawings, particulars of dimensions and weights and the descriptions and illustrations contained in the Company's catalogues price lists or other publicity matter are intended only to give a general idea of the goods described and none of these shall form part of the Agreement.

## 7. REPLACEMENT AND LIABILITY

The Company warrants that the goods will at the time of delivery be free from any defects due to faulty materials or bad workmanship.

At its own discretion the Company will remedy by replacement, or by repair, defects in goods supplied by it which are caused solely by faulty materials or workmanship within a period not exceeding twelve months from date of invoice.

The Company shall not be liable for any defects in the quality or state of the goods or services rendered which would be apparent on the reasonable examination or for the goods being otherwise not in accordance with the contract unless the buyer shall have given to the Company within 14 days of the receipt of the goods a written notice specifying the matters complained of and thereafter the Company shall have a reasonable opportunity of inspecting the goods before they have been used, worked or sold.

The Company shall not be liable for any defects in the quality or state of the goods which would not be apparent on the reasonable examination unless such defects shall have been discovered within 6 months after receipt of the goods and the buyer shall have given the Company forthwith upon such discovery a written notice specifying the matters complained of and the buyer shall afford the Company the opportunity of inspecting the goods in their alleged defective state.

Provided that the buyer has complied with the requirements as to notice contained in these conditions then the Company will (if satisfied upon examination of the goods that they are defective) without charge to the buyer replace such goods or such part or parts thereof as in the opinion of the Company may be necessary and the Company will not be under any further liability to the buyer.

Subject as aforesaid all conditions and warranties, whether express or implied, and whether arising at Common Law or by Statute, are hereby expressly excluded and the Company shall not in any circumstances be liable to the buyer in respect of consequential loss, damage or injury (death or personal injury excepted) howsoever arising.

8. VARIATIONS In the event of variation or suspension of work by the buyer's instructions or lack of instructions, the contract or quoted prices shall be adjusted accordingly.

## 9. PROPER LAW AND ARBITRATION

The construction validity and performance of the Agreement shall be governed by English Law.

All disputes arising out of or in connection with the Agreement shall be referred to and settled by a single arbitrator to be nominated by agreement.

The Conditions of Sale shall, in their entirety, apply to all goods sold, rented, leased or loaned by the Company and variation cannot be accepted, except where there shall be a specific individual written agreement between both parties.

10. LIEN The Company shall have a lien over all goods of the buyer in its possession for any sum due from the buyer under the Agreement or any contract.

11. FORCE MAJEURE If either party is prevented, hindered or delayed from or performing any of its obligations under the Agreement by reason of an Act of God, fire, flood, accident, explosion, breakdown or failure of plant or machinery, war, riot, civil disturbance, strike or by reason of any cause beyond its control, it shall be under no liability to the other in respect of such obligation but the time for performing the same shall be extended until the cause of the delay has ceased

12. TERMINATION The Company shall be entitled without prejudice to its other rights and remedies to terminate all or part of the Agreement or any or every such contract and to suspend deliveries in the event that any debt due and payable by the buyer to the Company is unpaid or if the buyer becomes insolvent.

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