

## CONDITIONS OF SALE

Perrywood Business Park, Honeycroft Lane · Redhill, Surrey RH1 5JQ

All quotations, offers and contracts are subject to the conditions given below unless otherwise agreed by SAMSON Controls Ltd in writing.

1. **VALIDITY:** Quotations are open for acceptance within 60 days, unless previously withdrawn. After this period our offer will require written confirmation by us.
2. **EXTENT OF OUR LIABILITY:** Our liability is restricted to that given under our guarantee. See Clause 5. We can accept no liability for damages, losses or expenses incurred through failure of our equipment.
3. **PRICES:** Unless stated otherwise, the following will apply: (1) **Home:** Prices include standard packing, handling and delivery in the U.K., above an order value of £1100 (excluding VAT). Below £1100, a standard packing, handling and delivery charge of £35 (excluding VAT) applies. (2) **Export:** Prices include for packing and delivery FOB British Port. Export contracts are subject to Incoterms conditions.

Prices quoted are firm unless the quotation includes a price adjustment clause, or is subject to special tender conditions and providing the order is placed within the validity period stated in Clause 1 above. Furthermore, it is agreed that the customer will accept despatch and invoicing of any order based on this quotation, as soon as the equipment is ready, at or after the agreed delivery period.

**Variation In Cost:** Should we incur extra costs owing to delay in starting the work or to suspension of the work due to client's instructions or lack of instructions, interruptions, delays, overtime, unusual hours, mistakes, or other causes outside of our control or through additional work entailed in taking down and refixing apparatus, or in suiting clients requirements, the extra cost involved shall be added to the contract price and paid for accordingly.

**Bought-in equipment:** The Company reserves the right to pass on any increase in the price of any item of equipment not of its own manufacture.

**Variations of Main Contract:** Requests for work to be done on variation of a main contract will be charged at our standard selling rates, unless carried out at an agreed fixed price, and will be undertaken on the same conditions as apply to the main contract. Such variations will not be carried out until the change in price and/or delivery period has been agreed in writing.

4. **TERMS OF PAYMENT:** Unless confirmed otherwise in writing by us, the following will apply: (1) **Home (UK):** Terms are net cash within 30 days from date of interim monthly invoices for work in progress and/or against final invoice for the whole or any section of the work. (2) **Export:** As specified in quotation.

Failure on the Purchaser's part to pay in accordance with the terms of the contract for goods delivered shall entitle us at our option to withhold further deliveries both in respect of the contract or series of contracts in question and any other contract for delivery of goods until such payment has been made, but the Purchaser will in such event also be liable to us for the cost of all materials and work in connection with manufactured or partly manufactured articles acquired or made by us for the purpose of future deliveries, less an allowance of the value thereof as realised or as utilised by us for other purposes.

5. **GUARANTEE:** Our responsibility is limited to the repair or replacement of defective parts which we guarantee against defective workmanship and material for 12 months from the date of despatch. This is conditional upon the user returning the equipment to our Redhill works, carriage paid and securely packed. The rectified equipment will be returned to the customer, carriage paid in the United Kingdom.

The Company does not accept responsibility for faults arising from the incorrect specification of materials or equipment by the customer or his representative.

Equipment not of SAMSON manufacture, is excluded from this guarantee but the user will receive the benefit of any guarantee given by the supplier, whenever this is transferrable, with the provision that SAMSON do not accept any responsibility with regard to any dispute arising therefrom.

At customer's request, we undertake to repair or replace equipment on site, and reserve the right to charge for time and all expenses incurred during the visit of our representative.

6. **LOSS OR DAMAGE IN TRANSIT:** All goods are packed with care and forwarded by the most suitable means at customer's risk. Deficiencies and damage must be reported within 7 days of receipt at

customer's premises. In addition, any transport damage must also be reported to the carrier, and an opportunity afforded same to inspect the damaged goods and packing.

7. **DELIVERY PERIOD:** The delivery period commences from the receipt of the official order and FULL MANUFACTURING INFORMATION. Whilst every endeavour is made to maintain the delivery dates quoted, the Company does not accept liability for delay, or loss resulting from a failure to maintain such delivery dates.

Where customer's inspection is required, the delivery period expires on the date of notification by us that the equipment is ready for inspection. When the manufacturing period extends over the works Summer Holiday, an equivalent period will be required over and above the delivery period quoted.

8. **INSPECTION:** Where visual inspection by customer's representative is required, this can be arranged subject to the request forming part of the official order. Test certificates can be provided in lieu of inspection by customer's representative when required, at extra charge.

Special witnessed functional tests required by customer's inspection are chargeable extra and should be specified in the order.

Inspection must be carried out within 21 days of notification otherwise it will be deemed to have been carried out, in which case we reserve the right to despatch equipment and invoice or impose an additional charge for storage and handling.

9. **PERFORMANCE AND DRAWINGS:** All descriptions, drawings and other particulars furnished in catalogues, price lists and other documents issued by us are as accurate as possible but being given for general information are not to be treated as binding unless specifically confirmed in writing. All dimensions and materials are unless otherwise stated subject to reasonable variations resulting from the raw material available or arising in the ordinary course of manufacture.

Any performance figures which may be given by us are based upon our experience and are such as we expect to achieve. We will, however, accept no liability if those figures are not obtained unless we specifically guarantee them in writing and then only subject to recognised tolerances and rejection limits which may be applicable.

10. **SERVICE:** Service is NOT included unless specifically referred to in the quotation. The services of our representative to commission the equipment can be provided when required, at the standard hourly charge, plus fares and expenses incurred.

11. **CANCELLATION:** Cancellation of an order will be accepted only where the Purchaser agrees to pay a charge for work already started and based upon the total cost incurred.

12. **STORAGE:** Where despatch of equipment is delayed at Purchaser's request, complete equipment can be stored at Purchaser's risk subject to the payment of an extra charge based on storage costs. In such instances, we invoice the full value of equipment stored at the start of storage.

13. **ERRORS:** Quotations are subject to corrections for omissions and typing errors.

14. **FREE ISSUE MATERIAL:** We accept no responsibility for the loss or damage in transit or commissioning or performances of free issue material, even though in some cases we may contract to incorporate such equipment. Assembly, progressing, inspection and identifications of free issue equipment are not included in our contract.

15. **EXTENDED DELIVERY:** Where delivery of equipment is delayed at customer's request, we reserve the right to adjust our prices to those current on the date of despatch.

16. **PASSAGE OF TITLE:** Title of equipment supplied shall not pass from this Company until payment has been received in full.

17. **ARBITRATION:** In the event of any dispute arising in consequence of or in relation to any contract resulting from the quotation of which these CONDITIONS OF SALE form a part, such dispute shall be referred to a single Arbitrator to be agreed upon by the Purchaser and the Company, or, in default of such agreement, to be appointed by the President for the time being of the Institution of Mechanical Engineers. Such arbitration shall be conducted in accordance with and subject to the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force.