
CONDITIONS OF SALE

- 1. Basis of Sale**
- 1.1 These Conditions of Sale apply to each contract for the sale of goods by us, Hellma UK Limited, to you, the buyer.
- 1.2 Any conditions of purchase which you may use shall not be part of any contract between us unless we agree in writing to accept them.
- 2. Orders and Acceptances**
- 2.1 We will sell the goods to you and you will accept them in accordance with any quotation which we have given to you and which you have accepted, or in accordance with any order which you have given to us and which we have accepted.
- 2.2 The quantity, quality, description and specification of the goods shall be as set out in that quotation or order or (if none is so set out) as specified in our catalogue current at the date you accept our quotation or we accept your order.
- 2.3 If we give a quotation to you, it will be open for acceptance for 28 days or such other period as we agree between us. We may withdraw it before you accept it.
- 2.4 **Immersion Probes.** The specified properties of immersion probes and our recommendations concerning suitable materials for their manufacture are based on suppliers' specifications and on our own experience. However, unknown application parameters may restrict the possible areas of application for the immersion probe. Therefore, before purchasing or using the immersion probe, the user must examine its suitability for the intended application.
- 3. Price**
- 3.1 The price for the goods is the price stated in our quotation or acceptance of order.
- 3.2 If no such price is stated, the price is the price shown in our price list current at the time you accept our quotation or we accept your order.
- 3.3 We may alter our price list from time to time.
- 3.4 All prices in our price lists and quotations exclude packing, delivery and insurance costs. In addition, Value Added Tax, where applicable, is to be charged at the current, standard rate.
- 4. Payment**
- 4.1 We shall be entitled to invoice the goods as soon as we tell you that they are ready for collection or as soon as we send them to you.
- 4.2 In certain circumstances, we may ask you to pay for the goods in advance or to pay a deposit on acceptance of order.
- 4.3 You must pay our invoices by the end of the month following the date of invoice unless we agree different payment arrangements with you.
- 4.4 If you do not pay us by that date, we may :
- 4.4.1 cancel the contract or suspend further deliveries;
- 4.4.2 appropriate any payment made by you to any goods as we think fit;
- 4.4.3 charge you interest for each month or part of a month for which payment remains outstanding at the rate of 2 per cent above the base rate of Barclays Bank Plc. in force on the last day of each month.
- 4.5 Where payment has been agreed in Euros, all bank charges will be borne by your Company
- 5. Delivery**
- 5.1 We will deliver the goods to you at your premises unless we agree to deliver them to you somewhere else, in which case we will deliver them to you there.
- 5.2 We will try to deliver the goods to you by the agreed date but we shall not be liable to you for any delay and time shall not be of the essence of the contract.
- 6. Return of Goods**
- We are under no obligation to take back any goods which we sell to you so long as they accord with the contract between us. Where the goods have been returned to us due to incorrect ordering or any other fault of the customer, there will be a charge made of 10% of the initial price of the goods. Where we do this, we will set off this sum owed to us against any sum which is due to you.
- 7. Risk and Property**
- 7.1 You will take over the risk of damage to or loss of the goods :
- 7.1.1 if the goods are to be delivered to you at our premises, at the time that the goods are collected; or
- 7.1.2 if the goods are to be delivered somewhere else, at the time of delivery; or
- 7.1.3 if you wrongfully refuse to take delivery, at the time we offer to deliver the goods to you.
- 7.2 Even though the goods may have been delivered and risk may have passed, the property in the goods shall not pass to you until you have paid the full price of the goods.
- 7.3 Until property in the goods has passed to you, you shall hold the goods separately from any other goods in your possession and shall keep our goods properly stored, protected and insured and clearly identified as being our property. You may sell the goods in the ordinary course of your business but shall account to us with the proceeds of sale (including any insurance proceeds) and shall keep such proceeds separate from any other money in your possession and clearly identified as belonging to us.
- 7.4 Until such time as property in the goods passes to you or until you sell them in accordance with 7.3, we may require you to hand the goods over to us, and if you do not do so, you agree that we may enter your premises or any other premises where the goods are and take them away.
- 7.5 All goods manufactured by us and bearing our name and mark or contained in packaging bearing our name and mark which are in your possession at the time when our right to take back goods arises shall be deemed to be goods supplied by us to you in which property has not passed unless you can prove otherwise.
- 8. Warranties and Liability**
- 8.1 We warrant that the goods will correspond with their specification and be of satisfactory quality at the time of delivery.
- 8.2 Except as provided in these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 8.3 If we agree to sell goods to your design or specification it is your responsibility to ensure that the materials from which the goods are made and the design and specification of the goods are satisfactory for your purposes as we will not give any warranty that they are.
- 8.4 If you claim that any goods are defective or do not correspond with specification you must notify us within ten days of delivery or (where the defect was not apparent on reasonable inspection) within a reasonable time of its discovery.
- 8.5 If you do not refuse delivery or notify us accordingly you will not be entitled to reject the goods, we will not be liable to you and you must pay the invoice price.
- 8.6 If you notify us of a claim in accordance with these Conditions we may replace or repair the goods (or the part in question) or refund the price of the goods or an appropriate part of that price and we shall then have no further liability to you.
- 8.7.1 Any property of yours which you leave with us will be used, handled and stored in accordance with your written instructions and (in the absence of such instructions) at our discretion.
- 8.7.2 We shall not be liable to you for any loss or damage to such property unless caused by our negligence or because we have not followed your instructions.
- 8.8 With the exception of death or personal injury caused by our negligence, we shall not be liable to you because of any representation or express or implied term, warranty or condition or under any common law duty or in any other way for any consequential or economic loss whatsoever which arises out of or in connection with the supply of the goods or your use of them.
- 8.9 We shall not be liable to you for any failure to perform any of our obligations or for delay for any reason beyond our reasonable control. This includes strikes, lockouts, industrial action and trade disputes involving our employees or those of a third party.
- 8.10 Except for liability for death or personal injury, our liability to you shall be limited to three million pounds.
- 9. Intellectual property rights**
- The sale of the goods does not include the sale or grant to you of any intellectual property rights in or associated with the goods or any drawings instructions, handbooks or other documents which we may provide.
- 10. Insolvency of buyer**
- 10.1 If you become insolvent then (in addition to any other right or remedy which we may have) we may cancel the contract or suspend any further deliveries without any liability to you, and if any goods have been delivered but not paid for, we shall be entitled to take them back or be paid for them immediately despite any agreement or arrangement otherwise.
- 10.2 In this clause insolvency includes :
- 10.2.1 your entering into a voluntary arrangement with your creditors or becoming subject to an administration order, or becoming bankrupt or going into liquidation; or
- 10.2.2 a mortgagee taking possession or a receiver being appointed of any of your property or assets; or
- 10.2.3 your ceasing or threatening to cease to carry on business.
- 11. Notices**
- 11.1 Any notice to be given by you to us shall be in writing and given at our registered office.
- 11.2 Any notice to be given by us to you shall be in writing and given at your registered office or principal place of business.
- 12. Law**
- Any contract incorporating these conditions shall be governed by the law of England and the courts of England and Wales shall have exclusive jurisdiction to deal with any disputes arising out of it.