

# CAMPBELL SCIENTIFIC LIMITED

## CONDITIONS OF SALE AND INSTALLATION

### 1. Quotations

Our quotation is an offer which you may accept in writing within 30 days, after which it lapses.

### 2. Formation of Contract

A valid acceptance of our quotation creates a legally binding contract between you and us incorporating the quotation and these terms and conditions. We will give you a written confirmation of any agreed variation and unless you notify us otherwise within 7 days our confirmation is to be taken as conclusive evidence of the agreed variation. If you place an order with us without us having previously prepared a quotation for the goods and/or services being ordered, then the legally binding contract incorporating these terms and conditions (excluding clause 1 above) is created when we issue an order acknowledgement. In this later case the word quotation appearing in subsequent clauses of these conditions shall be read as referring to the order acknowledgement.

### 3. Goods to be supplied

The goods we are to supply are those described in the quotation. Our products are subject to continuous improvement and we may supply goods to a higher specification, but if we do there will be no increase in the price. We may substitute different proprietary parts for those specified so long as the substitute is at least as good as that specified.

### 4. Installation

- 4.1 The quotation states whether we will carry out installation work and our estimate of the cost of doing so. If there is no such statement then the provisions of this condition 4 do not apply.
- 4.2 We will give you not less than 7 days prior notice in writing of when our engineers will attend to install the goods. If the quotation requires you to carry out any preparatory work, you must tell us when this work has been completed and (if we have asked for it) give us an opportunity to inspect your work. In these cases we will not give notice until you have completed your work.
- 4.3 By the date specified in our notice you must have provided the electrical or other service connections and carried out the works listed as your responsibility in the specification.

- 4.4 In addition you must provide the following for our installation engineers:

parking for 2 vehicles close to the place of installation

toilet and washing facilities

a clear working area for the installation

heat light and power as necessary at the place of installation

access outside the place of installation to such extent as we reasonably require for installation purposes including in particular installation of sensors

- 4.5 If our engineers find that you have not carried out preparation work which you were supposed to do in accordance with the specification, or have carried out such work incorrectly, our engineers may themselves carry out the work.
- 4.6 If you fail to provide any equipment or service connection which is your responsibility in accordance with the specification, we may do so.
- 4.7 On Completion of the installation our engineers will notify you verbally that they are ready to carry out commissioning tests and when they propose to do them. Your representative may attend such tests but if he or she fails to show our engineers will carry out the tests anyway.

### 5. Price

- 5.1 The prices stated in our quotation exclude Value Added Tax (which will be payable in addition at the rate in force at the date of invoice) and unless otherwise stated exclude delivery, packing and insurance in transit.
- 5.2 Prices quoted for the supply of goods are fixed and will not be changed, but if extra goods are ordered you must pay for them at our list price current at the date of order.
- 5.3 Any price stated in the quotation for installation work is an estimate only, but, unless the quotation for the work states that it is 'subject to survey', the estimate may be relied upon as firm unless additional work is caused by circumstances which could not reasonably have been foreseen on our preliminary survey.
- 5.4 If any figure quoted for installation is marked 'subject to survey' this means that we have

not inspected the installation site and we are giving you our best guess at what the installation cost is likely to be. Our charge for the installation work will be a fair and reasonable charge based upon what work is actually involved.

- 5.5 If our engineers have to carry out work which you were supposed to carry out, or to correct work carried out by you, or if we have to supply service installations or equipment which you were supposed to supply, then a fair and reasonable additional charge will be made.
- 5.6 Delivery and insurance in transit will be charged at cost by us. We will also make a fair and reasonable charge for packing.

## **6. Payment Terms**

We will invoice you when we have delivered the goods, or, if we are to carry out installation, when the commissioning tests have been completed. You must pay us within 30 days of receipt of our invoice, failing which you must pay us interest on the overdue amount at 3% per annum above the Court rate in force during the period of default.

## **7. Delivery**

- 7.1 The place of delivery will be the address stated in the quotation.
- 7.2 We will arrange for delivery to the address stated in the quotation but, if required, you must provide assistance and equipment to unload.
- 7.3 So long as you notify us of damaged or broken goods within 7 days of receipt we will replace them at our expense. The 7 day period is a requirement of our insurers and we accept no responsibility for damaged or broken goods if you fail to notify us within this period.
- 7.4 Any claim for short delivery must be advised immediately upon receipt and in writing within 7 days.
- 7.5 Unless we have agreed with you that a particular carrier or your own vehicles are to be employed, the means of delivery is entirely for us to decide.
- 7.6 Any delivery or installation dates stated are approximations only and have no contractual effect. We will do our best to meet the dates we have given, but we are subject to circumstances beyond our control, particularly since some of the goods supplied by us are imported. If we have not effected delivery or installation within 40 days of the promised date you may cancel the contract by giving us notice in writing.

## **8. Passing of ownership and risk**

- 8.1 Unless otherwise agreed, if we install the goods the risk passes to you when the installation has been completed. If we merely supply goods, the risk passes to you upon the goods being loaded onto the carrier's vehicle at our premises. You should make certain that the goods have been covered by insurance from the moment you are on risk.
- 8.2 Ownership of the goods does not pass to you until we have been paid for them. Pending payment, we are to be entitled to enter the place of delivery and remove the goods, or any of them, if we reasonably believe that we will not be paid for them or if payment is overdue.

## **9. Guarantee**

- 9.1 Proprietary parts and proprietary software are provided with the benefit of any guarantee offered by our supplier. We will assist you in claiming under this guarantee but we do not offer any supplemental or additional guarantee.
- 9.2 Non-proprietary goods supplied by us are guaranteed for 12 months (unless otherwise indicated) following the date of purchase so long as you use them in accordance with our instructions and return them to us at your expense. Non-proprietary software supplied by us is guaranteed for 90 days. We will pay the cost of carriage of sending you any repaired or replacement goods.
- 9.3 Any work required, or any goods supplied outside the guarantees given above, will be charged for on a fair and reasonable basis and you are to pay the costs of sending the goods to us and our costs in sending the repaired goods or replacement goods to you.

## **10. Consequential loss**

We are not to be liable to you, or anyone claiming through you, for any consequential loss suffered by you, either as a result of late delivery or installation, or broken or defective goods, or any work carried out or services provided by us, or as a result of your cancellation of the contract between us.

## **11. Law**

English Law applies to this agreement even if the place of delivery or installation lies outside England and Wales.