



LASER 2000

LASER 2000 (UK) LIMITED TERMS AND CONDITIONS OF SALE

1. **General**

- 1.1 The Seller is Laser 2000 (UK) Limited
- 1.2 The Buyer is any person or company who buys or agrees to buy goods or services from the Seller.
- 1.3 The conditions of sale are these Conditions of Sale. The Clause headings do not affect the interpretation of the clauses to which they refer.
- 1.4 The Conditions of Sale shall apply to the supply of goods and services by the Seller to the Buyer and shall prevail over any conflicting terms and conditions of the Buyer or established course of dealings between the parties. In placing any order or accepting delivery from the Seller, the Buyer accepts the Conditions of Sale to the exclusion of all other terms and conditions save to the extent that any variation is expressly agreed to in writing by the Seller. The signing by the Buyer of any of the Buyer's documents shall not imply any modification of these terms.
- 1.5 Any verbal order placed by the Buyer must be confirmed to the Seller in writing within 7 days.

2. **Prices**

- 2.1 All prices unless otherwise stated are exclusive of VAT which will be charged in addition at the standard rate at the appropriate tax point.
- 2.2 Firm quotations are valid for 30 days unless stated otherwise on the quotation and represent no obligation until the Seller acknowledges the Buyer's order in writing.
- 2.3 Apart from firm quotations, all orders are accepted only on condition that the goods will be invoiced at the price ruling at the date of despatch and the Seller will arrange carriage at the cost of the Buyer.
- 2.4 The Buyer provides the Seller with details of design specification and quantities of goods required. The Seller reserves the right to amend prices and estimated delivery dates in respect of any change to such information supplied by the Buyer or in respect of any delay caused by the failure of the Buyer to give the Seller adequate information or instructions.

3. **Delivery and Risk**

- 3.1 Delivery dates quoted by the Seller are best estimates only and in regard to any such dates time shall not be of the essence.
- 3.2 Late delivery does not entitle the Buyer to cancel his order or any part of it.
- 3.3 Unless otherwise agreed delivery will be at the Seller's point of supply and goods will be packed to the Seller's normal specification in non-returnable packaging and carriage will be arranged at the expense of the Buyer.
- 3.4 The Seller will not be responsible for any claims for damage in transit or shortage of delivery unless notice in writing is given to the carrier concerned and a separate complete claim is sent to the Seller within 5 days of receipt of the goods.
- 3.5 In the case of loss of goods, the Buyer must send a complete claim in writing to the Seller within 7 days of the receipt of goods or receipt by the Buyer of the Seller's invoice, whichever is the earlier.
- 3.6 Where the Buyer arranges delivery, risk shall pass to the Buyer on delivery to the carriers. In all other cases, risk shall pass to the Buyer on delivery to the Buyer.
- 3.7 The Seller shall be entitled to deliver goods in one or more consignments and to invoice each consignment separately.
- 3.8 Buyers outside UK are responsible at their own expense for obtaining any import license required. The Buyer is responsible for arranging carriage by its own appointed carriers who will collect goods from the Seller's point of supply in the UK.

4. **Defects**

- 4.1 The Seller will not be liable in respect of any claim by the Buyer that goods are defective or do not conform to the contract specification unless the Buyer notifies the Seller in writing of such claim within 15 days of the date of despatch of the goods by the Seller. Further, the said goods must be either returned to the Seller or retained and available for the Seller to inspect with in a reasonable time after notification to the Seller.

5. **Payment**

- 5.1 All payments will be due 30 days from the date of invoice except where the Seller stipulates cash with order or cash on delivery terms or an alternative method of payment.
- 5.2 In the case of late payment the Seller reserves the right to charge interest on any late payment at the rate of 2% per month on any overdue payment, interest being calculated on a daily basis.
- 5.3 If the Buyer has failed to meet the Seller's payment terms, the Seller may delay delivery or cancel the order and/or other orders received by the Buyer.
- 5.4 In the case of exports from the UK unless otherwise agreed all payments shall be made by direct transfer to the Seller's UK bank account.

6. **Title**

- 6.1 Title to and property in goods supplied by the Seller shall remain vested in the Seller until the price of the goods and all other monies due from the Buyer to the Seller on any other account has been paid in full.
- 6.2 Until such time as title in the goods has passed to the Buyer:-
 - 6.2.1 the Seller shall be entitled to repossess any of the goods in which it retains title and for such purpose the Seller and its agents or representatives shall be entitled at any time and without notice to enter upon any premises in which the goods are stored or kept or reasonably believed so to be;
 - 6.2.2 the Buyer shall store the goods carefully and ensure that they are clearly identified as belonging to the Seller who shall be entitled to examine such goods in storage;
 - 6.2.3 the Buyer will insure the goods for their replacement value naming the Seller as the Loss Payee.
 - 6.2.4 the Buyer shall be entitled to resale or use the goods in the ordinary course of its business but shall keep all proceeds of resale separate from any moneys or property of the Buyer and third parties.

- 6.3 The Buyer shall not be entitled to charge any of the goods which remain the property of the Seller by way of security for any indebtedness of the Buyer but if the Buyer does so, all money owing by the Buyer to the Seller shall forthwith become due and payable.

7. **Warranty and Liability**

- 7.1 The Seller warrants that the goods will be of satisfactory quality and will conform to any specifications agreed by the Seller in writing and further, that they will be within the normal limits of industrial quality of such products.
- 7.2 The Seller warrants at its discretion to refund the price or to repair or replace free of charge any of the goods found to its satisfaction to be defective within the Warranty Period owing to faulty materials or workmanship provided that the goods have not been modified or repaired other than by the Seller and have been operated stored and maintained within the Seller's recommended conditions of use.
- 7.3 Goods returned under warranty shall be delivered to the Seller's premises at the Buyer's expense and subject to an inspection charge (if applicable) of 15% of the invoice price together with VAT thereon if the goods are found not to be defective.
- 7.4 The Seller makes no exclusion of its liability for death or personal injury arising from its negligence.
- 7.5 The Seller expressly excludes liability for special indirect or consequential loss which may arise including the Buyer's loss of profit business revenue goodwill or anticipated savings.
- 7.6 The Seller's liability to the Buyer (save under the terms of clause 7.4 hereof) is limited to the total price of the goods and the Buyer agrees that this shall constitute its exclusive remedy.
- 7.7 In the case of goods repaired or replaced by the Seller the Warranty Period will terminate at the end of the Warranty Period relating to the goods originally supplied.
- 7.8 If the Buyer returns to the Seller goods for examination or repair upon which the warranty period has expired, the Seller shall be entitled in all cases to invoice the Buyer for the cost of returned carriage to the Buyer and further, to make an inspection charge of 15% of the invoice price of the goods.

8. **Design and Specification**

- 8.1 The Seller reserves the right to effect design changes without notice as required by technical developments or where such changes are effected by the Seller's suppliers.
- 8.2 The Buyer agrees to indemnify the Seller against all liability arising from the Seller's performance of the Buyer's order in accordance with the Buyer's specification where such specifications infringe any patent trade mark registered design or other intellectual property rights not owned by the Buyer or the Seller.
- 8.3 All documents drawings and specifications supplied by the Seller are the Seller's copyright and may not be disclosed to third parties (other than the ultimate user of the goods) or be reproduced without the Seller's consent in writing.

9. **Insolvency**

- 9.1 If the Buyer fails to make payment due to the Seller on the due date or commits any other breach of this agreement and fails to remedy such breach within a period of 30 days from receipt of notice in writing from the Seller requesting remedy or if the Buyer enters into an arrangement with its creditors or goes into liquidation or passes any resolution for winding up or becomes subject to the appointment of any receiver, administrative receiver or administrator or becomes bankrupt then:-
 - 9.1.1 the Seller may by notice in writing to the Buyer forthwith cancel the order and any other orders outstanding between the parties;
 - 9.1.2 in the event of such cancellation the Seller shall be entitled to reclaim any goods unpaid for in accordance with the provisions of clause 6 above;
 - 9.1.3 the Buyer shall remain liable to pay the Seller the full purchase price for the goods less:-
 - 9.1.3.1 the disposal price received by the Seller for goods in its possession or reclaimed from the Buyer; and,
 - 9.1.3.2 any part of the purchase price for the goods paid by the Buyer to the Seller.

10. **Force Majeure**

- 10.1 The Seller shall have no liability in respect of any delay in delivering or performing any obligations to the Buyer due to any cause of whatever nature outside the reasonable control of the Seller or the Seller's suppliers.
- 10.2 In such event the Seller may without liability cancel or vary the terms of the agreement including extending the time for performing it the Buyer shall take and pay for such part of the goods as the Seller shall be able to deliver.

11. **Severance**

- 11.1 If at any time one or more of these conditions becomes invalid illegal or unenforceable in respect of any law such terms shall be deemed to be severed from the contract and the validity and enforceability of the remaining provisions shall not be affected or impaired.

12. **General**

- 12.1 No forbearance by the Seller in enforcing any of these terms shall prejudice the right of the Seller to enforce these terms, nor shall any waiver by the Seller operate as a waiver of any subsequent breach.
- 12.2 No amendment or variation of these conditions will be valid unless in writing and signed by a Director of the Seller.
- 12.3 Headings to the clauses in these conditions are inserted for convenience only and do not affect the construction of them.

13. **Law**

- 13.1 This agreement shall be governed by and interpreted in accordance with English Law and the Buyer submits to the exclusive jurisdiction of the courts in England and Wales.

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Lasers • Optics • Fibre Optics • Instrumentation

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