

# 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 Where a quotation includes installation work we will, on acceptance of the order, provide you with a schedule of any preparatory work that you are required to carry out prior to us attending to install the goods along with an agreed date by which this work will be done. This schedule is indicative only and you should verify for yourselves as to the full extent of the works required to enable us to successfully complete your installation. You are required to notify us once this work has been completed, and, if we have requested it, allow us to inspect your work.

4.3 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, we will not give notice until you have told us that you have completed your work.

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 schedule, or have carried out such work incorrectly, our engineers may themselves carry out the work and make an additional charge to you for this. We will also charge for any time and travel costs arising out of an abortive visit where we are unable to complete the installation because of your failure to carry out or complete the preparatory work as agreed.

4.6 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 do so 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, insurance in transit and any duties or clearance fees payable on importation to destination country.

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 a reasonable estimate of 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 All shipments into European Union are DDP unless otherwise agreed. Shipments to destinations outside European Union are DAP unless otherwise specifically agreed. Shipping charges (including freight, handling and insurance) will be added to the invoice as a separate item.
- 5.7 A minimum order charge of GBP50 and a minimum line charge of GBP5.00 will be applied to orders where appropriate.

## 6. Restocking fee

Under some circumstances we may approve the return of unused products for exchange or credit. We are under no obligation to accept the return of any product. Specialty items such as custom cable length sensors or any non-standard products that are not included on our published Price List may not be returned. A Restocking Fee will be applied at a minimum rate of 15% of the invoiced price of the item(s) with a minimum charge of GBP 50.00. An RMA number must be issued by us prior to the return of any product. All shipping charges are the responsibility of the customer and are in addition to the Restocking Fee.

## 7. Cancellation of Purchase Order

We reserve the right to assess a 15% surcharge for cancellation of any purchase order in whole or in part for standard products listed on our published Price List. Specialty items such as custom cable length sensors or any non-standard products that are not included on our Price List may not be cancelled once the purchase order is received.

## 8. Payment Terms

All orders are accepted on a prepayment basis or upon such other terms as the parties may agree. CSL may at its sole and absolute discretion extend credit to a customer, subject to the receipt of a signed credit application form accompanied by the latest set of financial accounts.

If goods are supplied on prepayment terms then we will provide you with a pro-forma invoice against

which payment must be made in order to provide us with cleared fund in advance of the indicated dispatch date. If payment is not received then the goods will only be held for 7 days after indicated dispatch date before the order is cancelled. If payment is received within the 7 day period after the agreed dispatch date then a new delivery date will be notified to you at that point.

For goods supplied on credit 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.

## 9. Delivery

- 9.1 The place of delivery will be the address stated in the quotation.
- 9.2 We will arrange for delivery to the address stated in the quotation but, if required, you must provide assistance and equipment to unload.
- 9.3 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.
- 9.4 Any claim for short delivery must be advised by telephone or email immediately upon receipt and in writing within 2 days.
- 9.5 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.
- 9.6 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.
- 9.7 If we are unable to deliver the goods within 40 days of the promised delivery date as per our order acknowledgement due to any failure on your part, for example through non-payment of a pro-forma invoice or lack of delivery instructions from yourselves then we reserve the right to cancel the order, re-allocate items to stock and charge you a re-stocking fee

along with any additional costs incurred specific to your order as per clause 7 above.

## 10. Equipment repair:

All non-guarantee repairs are subject to a minimum repair charge of £65 (excluding VAT and return carriage costs). Repair labour is charged at £65 (excluding VAT) per hour. These charges also apply to equipment returned but found to be without fault. Before returning goods, please contact Campbell Scientific to obtain a repair reference number and complete the “**Declaration of Hazardous Material and Decontamination**”. Please note that failure to obtain a repair reference number or to provide full information about the problem may cause delays and extra costs. Repairs to specific faults identified are guaranteed for three months from the date of despatch, unless covered by the original product guarantee.

When returning equipment to Campbell Scientific Ltd. for repair please include the “**Declaration of Hazardous Material and Decontamination**” that was supplied with the returns number. Please use either Air Parcel Post, Courier or Royal Mail Special Delivery (or equivalent fast mail service) to return equipment. If equipment is sent Air Freight, please address via DHL Global Forwarding, Cargo West, East Midlands Airport, Derbyshire, DE74 2TR, UK. Note that goods sent Air Freight are subject to Customs clearance fees which Campbell Scientific will charge to customers. In many cases, these charges are greater than the cost of the repair.

## 11. Passing of ownership and risk

11.1 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.

11.2 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.

## 12. Guarantee

12.1 Products are warranted by CSL to be free from defects in materials and workmanship under normal use and service for the period from the date of shipment and for the period specified on your invoice. For some products an extended warranty can be purchased and the length of that extension will also be stated on the invoice. Extended third party warranties

may have additional conditions as detailed in the documentation supplied with the product. The warranty does not include damage that is considered normal wear and tear, nor items which deteriorate or fail when the recommended maintenance and calibration has not been carried out. Consumable items and items of limited life such as batteries, mechanical relays, fine-wire thermocouples and desiccant are only warranted to perform to specification at the time of delivery. CSL’s obligation under this warranty is limited to repairing or replacing (at CSL’s option) defective products, which shall be the sole and exclusive remedy under this warranty.

12.2 You will be responsible for all costs of removing, re-installation and shipping defective products to us. We will pay the cost of carriage (excluding any local Customs or clearance fees) of sending you any repaired or replacement goods within mainland Europe. To all other locations we will pay the cost of carriage (excluding any local Customs or clearance charges) for return to place of original purchase

12.3 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.

## 13. 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.

## 14. Law

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