



## CREATIVE INSTRUMENTATION STANDARD CONDITIONS OF TRADE

### INTRUDUCTION

The following conditions apply to the sale of sub contract services, materials or equipment, and to the hire, servicing or repair of goods supplied, repaired or serviced by Creative Instrumentation Ltd, or any affiliated companies within the Creative Group of companies, hereinafter called 'the Company'. No alterations or additions to, nor exclusion of, any part of these conditions shall be valid in law unless specifically agreed in writing by the Company. Nothing in the Buyer's Terms of Purchase shall override, cancel or modify any of the Company's Standard Conditions of Trade.

### MEANINGS

'Buyer' herein shall include buyer, hirer, lessee, owner or any other person who is in charge of goods supplied by the Company. 'Goods' shall include sub contract services, materials, equipment, spare parts and any other items supplied, serviced, repaired, loaned or hired by the Company.

### PRICES & TERMS OF PAYMENT

Charges for goods and services supplied by the Company shall be paid in full on or before delivery or completion, unless the Buyer has an account with the Company.

An application for the opening of a credit account with the Company shall include an undertaking by the applicant that he/she has read and agreed to the Company's Standard Conditions herein. Where the Buyer has an account, payment shall be made no later than 30 days from the end of the month following date of invoice. If payment by the Buyer is delayed, the Company may put a hold on the account or at its absolute discretion, close the Buyer's account at any time and any balances due shall be paid immediately by the Buyer to the Company.

First order to be paid on a Pro Forma basis.

### RESERVATION OF TITLE

- a) All good shall remain the property of the Company until it has received payment in full of all the sums which are or may hereinafter be due from the Buyer to the Company in respect of any goods supplied under any contract now or in the future subsisting between them provided that when the goods or any of them are:
  - i) sold by the Buyer to a third party or,
  - ii) processed or mixed by the Buyer with other goods so that they lose their identity then the property in such goods or part thereof shall thereupon pass to the Buyer and provided further that if the Buyer sells the goods or part of them to a third party the proceeds of such sale shall be held by the Buyer for the Company's account until the Company has been paid in full.
- b) If payment in respect of the goods is overdue in whole or in part or immediately upon the commencement of any act or proceeding in which the Buyer's solvency is involved the Company may (without prejudice to any of its other rights) recover and/or resell the goods or any of them (provided that property in such goods has not passed to the Buyer under sub-clause (a) (above) and may enter upon the Buyer's premises either its servants or agents for that purpose.

### SPECIFICATION OF GOODS: Defects and Returns

It is the responsibility of the Buyer to examine goods supplied by the Company and to identify defects in materials and/or workmanship which might cause damage or injury. Illustrations, descriptions, weights and measurements shall be taken by the Buyer as a guide only, and are not binding in detail. The Company reserves the right without notice and without affecting the validity of the contract to make such changes in materials, dimensions and design as are reasonable and desirable. Where defect returns are made by the buyer, the Company reserves the right to make a charge commensurate with the work carried out to inspect the product, if the product is not found to be defective.

All products ordered incorrectly will be subject to a 15% handling/re-stocking charge. All goods must be returned in their original packaging which must be in good condition and not marked otherwise no credit will be given. Specially manufactured against customer order and custom products cannot be returned.

### INSTALLATION

Where assembly of goods supplied by the Company is not undertaken by the Company, the Buyer shall be responsible for assembly in accordance with the Company's instructions and shall ensure that such instructions have been obtained from the Company. Failure to assemble the goods in the manner prescribed in the instructions supplied with the goods will invalidate the Company's responsibility for damage caused to or by the goods.

### ADVICE, INFORMATION & OPINION

Advice, information and opinion given by any Partner, Employee or Agent of the Company is given without legal responsibility. Any recommendation or suggestion made by the Company relating to the use of goods, whether in technical literature or in response to specific enquiry, is made in good faith, but it is for the Buyer to satisfy himself of the suitability of the goods for his particular purpose, and he shall be deemed to have done so.

#### LIMIT OF LIABILITY

The Company shall not be liable for damage or injury caused by its goods or workmanship beyond replacement of the goods or re processing of a process, or work on verification of the Buyer's complaint. The Company shall not be liable for any consequential loss caused by its failure or delay in supplying, servicing or repairing goods, whether the loss arises from the actions or from the omissions of the Company, its Employees, Agents or Sub-Contractors. In the event of the Company providing sub contract services that result in damage or scrap to goods supplied by the Buyer, the Company will only be liable for a maximum of 2.5 (two and a half) times the processing cost of sub contract services supplied and not the value of goods supplied by the Buyer. The Company does not accept any liability for any product or service provided by the Company that has been accepted by the buyer and passed on to a third party or sold on to a third party.

#### DELIVERIES

Any time named by the Company for the delivery of its goods is an estimate only, and while every effort will be made to deliver on time the Company will not be liable for any consequences of a delay in delivery. Claims by the Buyer for damage during transit or for shortages must be made to the Company in writing within seven days of the date of delivery.

#### GUARANTEES

Guarantees given shall not be applicable outside the United Kingdom unless expressly stated otherwise by the Company in writing. Any guarantee given will be invalidated if the goods supplied by the Company are subjected to misuse or accidental damage after the Buyer has taken delivery of them.