

Laser Physics UK Ltd. Standard Conditions of Sale

These conditions shall apply to any contract ('the Contract') between Laser Physics UK Ltd (hereinafter called 'the Supplier'), and any person, firm or company ('the purchaser') placing an order with the Supplier, for the manufacture and/or supply of equipment, components or other items ('the Equipment').

1 Order Acceptance

The Supplier will be under no liability for any order received until the order is accepted in writing. An accepted order may only be cancelled or varied with consent of the Supplier; the giving of such consent shall not in any way prejudice the Supplier's right to recover from the Purchaser full compensation for any loss or expense arising from such cancellation or variation.

2 Prices

- a) All prices quoted are exclusive of Value Added Tax or other statutory sales tax which shall be charged in addition at the rate applicable at the time of invoicing.
- b) The prices for the goods and services shall be those ruling at the date of acceptance of the order.

3 Delivery

- a) At the Purchaser's request the Supplier will, as the Purchaser's agent and at the Purchaser's cost arrange delivery of the equipment to the destination specified by the Purchaser
- b) The Supplier shall use all reasonable efforts to deliver Equipment in accordance with times specified but shall not be liable for any loss, consequential loss or damage arising from late delivery, however caused.
- c) Where the Purchaser notifies the Supplier that it is unable to take delivery of Equipment in accordance with the times stated in the order acceptance or within seven days of the Supplier giving written notice that Equipment is ready for despatch, the Supplier shall endeavour to store the Equipment and the Purchaser shall reimburse the Supplier with the cost of storage of the Equipment until delivery.
- d) Where Equipment is to be delivered by instalments or against call-off and the Purchaser:
 - i) Fails to accept any delivery when due or in case of call-off fails to accept outstanding deliveries within twelve months of the date of order acceptance, or
 - ii) Defaults in making any payments when due.

The Supplier may cancel any or all subsequent deliveries and the Purchaser shall compensate the Supplier in full for any loss or expense arising from such cancellation.

4 Import Licences

For deliveries overseas, the Purchaser shall at its own expense obtain all necessary import licences and exchange control consents.

5 Risk and Title

Title in and risk of loss, damage or destruction to each item of the Equipment will pass to the Purchaser on its delivery to the address in accordance with Clause 3.

6 Loss or Damage in Transit

The Purchaser shall examine the Equipment on its delivery for any obvious:

- a) damage or shortage.
- b) Any claim that the Equipment is damaged or short delivered must be communicated to both the Supplier and the carrier within three days of delivery; any other claim that the Equipment is not in conformity with the despatch note must be communicated to the Supplier within seven days of delivery.
- c) Non-delivery shall be reported to both the Supplier and the Carrier within 14 days of the date of advice of despatch note.
- d) If the Purchaser fails to give notice or report in accordance with this clause; Equipment of the quality and quantity specified in the Contract shall be deemed to have been delivered to the Purchaser and the Purchaser shall be bound to pay for the same.

7 Payment

For customers with established credit payment is due 30 days from date of invoice; the Supplier may add interest to the outstanding balance of overdue accounts at the rate of 2% per month, accruing daily. In respect customers with no established credit payment shall be made prior to delivery.

8 Force Majeure

The Supplier shall be relieved from liability under this contract if and to the extent that it shall be unable to carry out all or any of its obligations hereunder owing to wars, strikes, lockouts, Government controls or restrictions, non-availability of any goods or any other cause beyond the Supplier's control.

9 Cancellation

The Supplier may at its absolute discretion allow the customer to cancel an order or part of any order but in the event may make an appropriate cancellation charge to cover reasonable costs, expenses and losses incurred.

10 Returns

If the Purchaser is not completely satisfied with the goods supplied, the Supplier will either offer a refund or exchange, providing that the goods are returned to us, unopened if sealed, unused, in their original packaging and with all supplied accessories and product literature, within 15 days of receipt. Please ensure that the package is wrapped securely and for your protection, we recommend that you use a recorded delivery service – proof of dispatch will not be accepted as proof of delivery.

The Purchaser must contact the Supplier for a Returns ID before returning goods - otherwise we may not be able to match the return with the relevant order and we may not be able to process any refund.

When returning goods, the Purchaser must enclose their name, address, order & return ID number and reason for return/exchange.

The Supplier endeavours to process returns within seven working days of receiving the goods. If the goods are being returned because they were incorrectly supplied, then we will also refund your postage and packaging costs.

If the Purchaser changes their order, or returns ordered goods that are fit for purpose, after the Supplier has despatched the goods, we will offer a refund for the purchase price of the goods as long as the goods are returned as above within 15 days of receipt, but we reserve the right to deduct our delivery costs. We also reserve the right to apply a restocking charge of 10% at the Suppliers discretion.

11 Insolvency

If the Purchaser becomes insolvent or makes default in or commits a breach of the Contract, the Supplier may forthwith by a written notice to the Purchaser terminate the Contract without incurring liability to the Purchaser and without prejudice to the Supplier's rights which may have accrued up to the date of termination.

12 Property

The Equipment remains the property of the Supplier until the invoice is paid in full.

13 Warranties

- a) Only the specification of the Equipment referred to in the applicable published specifications shall form part of the contract; the Supplier shall ensure that the Equipment substantially complies with that specification but otherwise reserves the right to alter the Equipment without reference to the Purchaser. The Supplier represents to the best of its knowledge and belief the information contained in its published engineering specifications is correct but any warranty implied or otherwise that the Equipment is suitable for the purpose of the Purchaser or may be integrated with other equipment is thereby expressly excluded.
- b) Subject to the provisions of sub-clause (a) the Supplier warrants that Equipment supplied by the Supplier is free from defects in materials and workmanship provided that this warranty does not cover:
 - i) Any Equipment or parts thereof which have been manufactured by a third party the Supplier will, if permitted, pass on to the Purchaser the benefit of any warranty or guarantee given by the manufacturer of such Equipment or parts thereof, or
 - ii) Damage arising through accident, misuse or unauthorised repair of the Equipment.
- c) Any claims under sub-clause (b) must be made by the Purchaser in writing and received by the Supplier prior to the earlier expiry of:
 - i) Twelve months from the date of delivery of the Equipment to the first user, or the expressed warranty period of the original manufacturer, whichever comes first, or
 - ii) The rated life of the Equipment.

On receipt of a claim under this sub-clause the Supplier shall be entitled to inspect the equipment and at the Supplier's discretion, the Supplier shall direct the Purchaser either:

- iii) To return the Equipment or parts thereof (carriage and insurance paid) to the Supplier, or
- iv) To receive from the Supplier an engineer at the place where the Equipment is installed, the travel and accommodation expenses of such engineer shall be for the Purchaser's account.

Where the Supplier is satisfied that any claim is within this warranty, subject to the provisions of sub-clauses (a, b) the Supplier will repair free of charge any defective Equipment. The Purchaser shall reimburse the Supplier for any insurance, freight or other charges incurred in shipping any spare or exchange parts of the repaired Equipment to the Purchaser.

- d) Except as provided under Sub-clauses (b) to (d) the Supplier shall not be liable for any costs, claims, loss, damage or injury to persons of whatsoever nature and howsoever caused, and all other conditions, warranties and representations, statutory or otherwise, relating to the Equipment (including its fitness for any purpose) are excluded from the Contract.

14 Installation

Where the Supplier agrees to install the Equipment, the Supplier will provide for the requisite skilled supervision. The Purchaser shall provide all necessary facilities at its expense including all labour; access to the installation site; proper foundations for the Equipment, adequate cranes or lifting tackle, and suitable protection for the Equipment. Risk of damage to the Equipment during installation shall lie with the Purchaser (who is advised to take out appropriate insurance). The Purchaser shall indemnify the Supplier, its servants and agents against all costs, claims, loss, damage or injury to persons of whatsoever nature or howsoever arising during installation except for injury to persons or damage to tangible property where and to the extent that such injury or damage is caused by the Supplier's negligence.

15 Assignment

The Contract is not assignable by the Purchaser without the written consent of the Supplier and is between the Supplier and the Purchaser as Principals, but the Supplier may, without consent assign or subcontract all or any of its rights and obligations hereunder.

16 Interpretation

These conditions shall apply to the exclusion of any of the Purchaser's conditions. No variation or addition to these Conditions shall be effective unless contained on the face of the order acceptance or in a written instrument signed by a duly authorised representative of the Supplier and a copy of such instrument is annexed to the order acceptance.

17 Law

The contract between the Supplier and the Purchaser shall be subject to English Law and the parties submit to the exclusive jurisdiction of the English Courts.

The above warranties are the sole and complete warranty offered by the Seller in lieu of all others, oral or written, express or implied. No one is authorised to alter these warranties on the Seller's behalf without the written permission of the Seller.

Laser Physics UK Ltd
Unit 7A, Castle Farm
Bickerton Road
Cholmondeley
Cheshire, SY14 8AQ
United Kingdom

T: +44 1829 773155
E: info@laserphysics.co.uk
www.laserphysics.co.uk

VAT Reg. No 667 1041 43

Registered in England & Wales, Company No. 4681288