

Terms and Conditions of Sale

1. ORDERS

All orders are subject to acceptance or rejection by Matelect Ltd. (hereafter referred to as "the company"). No order or contract shall be deemed accepted unless and until such acceptance is made in writing by the company.

Every order or contract accepted by the company shall be subject to these terms and conditions of sale, which shall not be qualified or amended by any terms and conditions of the customer. All work is undertaken and all goods are supplied to the customer by the company on the express condition that in the event of any conflict between these terms and conditions of sale and those contained in any order or other document from the customer, these terms and conditions shall prevail.

Cancellation of orders must be made in writing to the company within ten (10) days from the date of the acknowledgement or order. The customer may be required to pay a minimum of twenty five per cent of the original order on any cancellations after the stated time.

2. PRICES

Prices, quotations, specifications and other terms and all statements appearing in the company's catalogues and advertisements and otherwise made by the company are subject to change in design at any time, without obligation to provide the same on units previously purchased, or to continue to supply obsolete items. The weights and dimensions shown on the sales literature are not guaranteed. Unless otherwise specifically provided in writing, the prices quoted are based upon manufacture of the quantity and types originally specified and are subject to revision when interruptions or engineering changes are caused or requested by the customer. The company shall not be responsible for typographical errors made in preparation of it's publications or for stenographic or clerical errors made in preparation of quotations. All such errors are subject to correction.

3. DELIVERY

The delivery date is the company's best estimate of the time the material will be shipped from it's factory and the company assumes no liability for loss, damage or consequential damage due to delays. All goods are at customer's risk from the time of the despatch thereof from the company's premises but the property therein remains with the company until payment is made in full by the customer in accordance with the Condition 4 hereof.

The company shall not be bound in any circumstances whatsoever, by any penalty clause sought to be imposed by the purchases for late delivery.

4. TERMS OF PAYMENT

The terms of payment are thirty (30) days net. Payments thereafter will be subject to surcharge as stated be the company at time of invoicing. Each shipment will be considered a separate and independent transaction and payment therefore shall be made accordingly.

5. SHIPMENTS

All prices and quotations are for sales ex works exclusive of carriage (unless otherwise stated in writing) but are inclusive of boxing and packaging within the UK. The company shall in no circumstances be held responsible for the sufficiency of such boxing and packaging and where special boxing is specified the company may at it's own option charge therefore. The company reserve the right to choose and arrange an appropriate method of transportation.

6. WARRANTY

Items sold by the company are warranted only as stated below.

Subject to the exceptions and upon the conditions specified below, the company agrees to correct, whether by repair or, at it's election, by replacement, any defect of materials or workmanship which develops within twelve months after delivery of the instrument to it's original purchaser by the company or by any authorised representative provided that investigation and factory inspection by the company discloses that such defect developed under normal and proper use (unless covered by a separate agreement or guarantee written by the company).

The exceptions and conditions mentioned above are the following.

- a). The company makes no warranty concerning components and accessories not manufactured by it. however, in the event of the failure of such components or accessory, the company will give reasonable assistance to the purchaser in obtaining from the respective manufacturer whatever adjustment is reasonable in the light of the manufacturer's own warranty.
- b). The company shall be released from all obligations under it's warranty in the event of repairs or modifications being made by persons other than it's own or authorised service personnel unless such repairs by others are made with the written consent of the company or unless such repairs are minor or merely the installation of a new Matelect component.
- c). The warranty is only valid providing that the terms of payment in clause 4 are strictly adhered to.
- d). No product may be returned except with the company's permission in writing. After receiving factory authorisation, goods requiring repair or replacement should be sent prepaid to the factory in the original container properly packed accompanied by a Return Goods Authorisation, purchase order or letter stating as completely as possible the defects and the condition under which it occurred.

7. TAXES

V.A.T. or other Government taxes, if any, must be added to the net catalogue prices and will be shown as a separate item on quotation and invoices and shall be borne by the customer.

8. CONDITIONS PARAMOUNT

The company expressly disclaims any liability of whatsoever nature and in any circumstances whatsoever, to it's customers, dealers or agents, except as stated in the forgoing terms and conditions.

9. These terms and conditions of sale may be amended or altered at any time the company feel it necessary