



## Campbell Associates Ltd Terms and Conditions of Sale

### General

1. The contract shall be considered as a contract made in England and subject to English Law.
2. The headings appearing above each condition are included for reference purposes only and shall not affect or limit the interpretation and effect of these conditions.

### Seller

3. The Seller is Campbell Associates Limited, Registered Number 3700715 who acts as an agent for various manufacturers. Any risks relating to mistakes or failures of products are the sole responsibility of the manufacturer.

### Quotations

4. A quotation by the Seller shall constitute an invitation to treat and not an offer. The seller may withdraw or amend any quotation at any time prior to the Seller's acceptance of the Buyers order.

### Orders

5. All orders are to be placed in writing. The order will be clarified with a Confirmation of Order. The Buyer is responsible for ensuring the confirmation of order is correct.
6. Seller's Liability is limited to the value of the goods supplied.
7. Please quote the Seller's official order number on all correspondence

### Price

8. Prices are subject to Sterling Exchange Rate fluctuations from the date of order at the seller's sole discretion.
9. Unless otherwise agreed by the Seller in writing the Seller reserves the right to charge the Buyer the cost of transportation and insurance of the goods to the destination requested by the Buyer.
10. All prices are deemed to be exclusive of Value Added Tax which shall be payable in addition by the Buyer at the rate prevailing at the tax point.

### Terms of Payment

11. Payment is due within the period specified on the invoice commencing from invoice date without further reference or statement.
12. All cheques should be made payable to Campbell Associates Limited.
13. Without prejudice to the Sellers right to enforce payment if the Buyer fails to make payment as hereinbefore provided the Seller shall be entitled to charge interest on any balance outstanding from the date the same became due for payment at base rate plus 8%.
14. Interest shall become payable pursuant to the foregoing clauses notwithstanding the fact that a portion of the account be subject to any dispute or query.
15. Without prejudice to the Sellers right to enforce payment the Seller shall be entitled to charge all costs relating to the debt recovery to the outstanding balance due for payment by the Buyer.
16. If in the case of any sale involving more than one delivery if default is made in payment on the due date the Seller shall have the right forthwith to suspend any further deliveries until payment is made. Alternatively by serving a notice in writing to the Buyer to terminate the contract in its entirety whether or not the same is severable.

### Delivery

17. Delivery dates mentioned in any quotation or Confirmation of Order or elsewhere are approximate only and not of any contractual effect. The Seller shall not be under any contractual effect nor under any liability to the Buyer in respect of any failure to deliver on any particular date or dates nor shall time be of the essence for any contract.
18. If the Buyer refuses or fails to take delivery of goods tendered in accordance with the contract the Seller shall be entitled to immediate payment in full for the goods so tendered. The Seller shall be entitled to store at the risk of the Buyer any goods the Buyer refuses or fails to take delivery. The Buyer shall in addition to the purchase price pay all costs of storage and any additional costs or damage incurred as a result of such refusal or failure.

### Title

19. All goods remain the property of the Seller until paid for in full together with any interest or charges thereon.
20. The Buyer shall notify the Seller immediately upon demand by the Seller of the place or places where the goods in which title has not passed are situated.
21. The Buyer shall afford to the Seller access to the goods during all normal business hours whether they are upon land occupied by the Seller or its customers and the Buyer shall deliver the goods up to the Seller at its request and allow the Seller to remove the same. For this purpose the Buyer hereby grants an irrevocable right and license to the Seller's servants or agents to enter upon the said land with or without vehicles during normal business hours.

### Risk

22. The risk in the goods shall pass to the Buyer upon dispatch or collection from the Seller.

### Catalogues

23. All illustrations and specifications given in the literature are for information only and without obligation. We reserve the right to deviate from these specifications without notice unless written consent regarding certain specifications has been obtained.

### Documentation

24. Whenever operation of the equipment requires instructions we supply one manual or a specification sheet in English. Should the Buyer require additional literature or diagrams these will be supplied at an extra charge, in all cases the information contained in all manuals and instruction sheets is deemed to be commercially confidential.

### Cancellation of Orders

25. The seller may in its sole discretion accept or reject the cancellation of any order once such order has been accepted orally or in writing by the Seller.

### Claims

26. Claims due to incomplete or wrong deliveries must be made in writing within five days from receipt of the goods. Claims for other defects must be made in writing immediately upon their discovery.
27. Amendments in design or construction applied in general to a product / service prior to delivery do not entitle the Customer to raise any claims provided the modifications are seen as an improvement and do not adversely affect the performance of the product / service.
28. Delivery is considered to have been accepted if no written claims are brought to our knowledge within the time scales stipulated.
29. Claims duly raised will be attended to, either by replacement, or repair under the manufacturer's warranty following inspection at our office.
30. In no event will Campbell Associates Limited or the equipment manufacturer be liable for any loss or damage including without limitation, indirect or consequential loss or damage, loss or damage to data or loss of profits arising out of, or in connection with, the use of the equipment / service provided.

### Return of Goods

31. The Seller may in its sole discretion accept or reject the return of any goods that have been incorrectly ordered. In the event that the Seller decides to accept the return of such goods such acceptance shall be upon such terms as the Seller may determine and in particular the Seller reserves the right to charge for the carriage, restocking and handling of such goods.

### Force Majeure

32. Definition of Force Majeure and consequences described in brochure No.421 of the International Chamber of Commerce apply to these conditions.

### Non-Waiver of Rights

33. The failure by either party to the contract to exercise or enforce any rights conferred by the contract shall not be deemed to be a waiver of such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.