

Terms & Conditions of Sale

1. INTERPRETATION

1.1 In these conditions:

“Seller” means RED SURVEY LIMITED (registered in England and Wales under the number 06632266).

“Buyer” means the person who accepts a quotation of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller.

“Goods” means the goods (including any instalment of the goods or any part of them) which the Seller is to supply in accordance with these conditions.

“Services” means the services which the Seller is to provide in accordance with these conditions.

“Conditions” means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and Seller.

“Contract” means the contract for the purchase and sale of the Goods.

“Writing” and any similar expression, includes facsimile transmission and comparable means of communication, including electronic mail or via the world wide web.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or intended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. BASIS OF THE SALE

2.1. The Seller shall sell Goods and/or Services and the Buyer shall purchase the Goods and/or Services in accordance with any written or verbal quotation of the Seller which is accepted by the Buyer or any written order of the Buyer which is accepted by the Seller, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made by the Buyer.

2.2. No variation to these conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.

2.3 The Seller’s employees or agents are not authorised to make any representations concerning the Goods or Services unless subsequently confirmed by the Seller in Writing. In entering into the Contract, the Buyer acknowledges that it does not rely on any such representations

which are not so confirmed, but nothing in these Terms affects the liability of either party for fraudulent misrepresentation.

- 2.4. Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods or provision of Services which is not confirmed in Writing by the Seller is followed or acted on entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.
- 2.5. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document issued by the Seller shall be subject to correction without any liability on the part of the Seller.
- 2.6. All descriptions, illustrations and particulars issued by the Seller in catalogues, price list, advertising matter and specifications are by way of general description and approximate only and shall not form part of any contract or give rise to any liability on the part of the Seller.
- 2.7. It is the Buyer's responsibility to establish that the Goods ordered are adequate or suitable for the purpose for which they are required and no liability whatsoever is accepted should the Goods not prove adequate or suitable for that purpose

3. ORDERS AND SPECIFICATIONS

- 3.1. No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller's authorised representative.
- 3.2. The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of the order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the contract in accordance with its terms.
- 3.3. The quantity, quality and description of and any specification for the Goods shall be those set out by the Buyer's order (if accepted by the Seller).
- 3.4. The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or EC requirements or where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.
- 3.4. No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used) damages, charges and expenses incurred by the Seller as a result of cancellation.

4. PRICE OF THE GOODS

- 4.1 The price of the Goods shall be the price specified by the Seller in its quotation or in the Seller's written acceptance of the Buyer's order and shall not be determined by the prices contained in catalogues, advertising material or price lists which are intended only as a guide
- 4.2 Except as otherwise stated under the terms of any quotation or in any price list of the Seller, and unless otherwise agreed in Writing between the Buyer and the Seller, all prices are given by the Seller on an ex works basis, and where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance.
- 4.3 The price quoted by the Seller is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller

5. PAYMENT

- 5.1. The Buyer shall pay in the currency specified the full price for the Goods, including (unless otherwise agreed in writing) any transport charges, within the period specified in the Contract. The time of payment of the price shall be of the essence of the Contract. Payment shall not be deemed to be made until funds have been cleared and credited to the Seller's account. The Buyer shall not be entitled to make any deduction from such payment or exercise any right of set-off or contribution howsoever arising.
- 5.2.1 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to charge the Buyer interest (both before and after any judgement) on the amount unpaid at an annual rate of 4% above the prevailing base rate of Barclays Bank Plc, London, which interest shall accrue on a daily basis from the date payment becomes overdue until the Seller has received payment of the overdue amount together with all accrued interest.
- 5.2.2 Any and all costs incurred by the Seller in collecting any amounts outstanding, including legal and other professional costs, are for the Buyer's account.
- 5.2.3 The fact that a dispute (of whatever nature) has arisen between the Buyer and Seller shall not entitle the Buyer to defer payment.
- 5.2.4 Irrespective of the payment term specified in the Contract, the Seller is entitled at any time to withdraw any credit period granted to the Buyer without notice or to demand (cash against documents at sight), payment in advance or to request the provision of security in such form as the Seller deems fit in respect of the full purchase price.

6. DELIVERY

For information on deliveries, please refer to our Delivery Policy.

7. RISK & PROPERTY

- 7.1. Risk of damage to, or loss of, the Goods shall pass to the Buyer:
1. In the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection; or,
 2. In the case of Goods to be delivered otherwise than at the Seller's premises at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.
- 7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full, of the price of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.
- 7.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property. Until that time the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business but shall account to the Seller for the proceeds of sales or otherwise of the Goods, whether tangible or intangible, including insurance proceeds and shall keep all such proceeds separate from any monies or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.
- 7.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
- 7.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so, all monies owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

8. WARRANTIES & LIABILITY

- 8.1 Subject to the conditions set out below the Seller warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of three months from the date of their initial use or, in the case of new goods, for the period of the manufacturer's warranty whichever is the greater.
- 8.2 The above warranty is given by the Seller subject to the following conditions:
- 8.2.1 the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;

- 8.2.2 the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Seller's approval;
- 8.2.3 the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;
- 8.2.4 the above warranty does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller.
- 8.3 Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 8.4 Where the Goods are sold under a consumer transaction (as defined by the Sale of Goods Act 1979) the statutory rights of the Buyer are not affected by these Conditions.
- 8.5 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 3 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
- 8.6 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the goods (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer.
- 8.7 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in

connection with the supply of the Goods or their use or resale by the Buyer, except as expressly provided in these Conditions.

9. FORCE MAJEURE

9.1 The Seller shall be entitled without liability on its part and without prejudice to its other rights, to terminate the Contract or any unfulfilled part thereof, or at its option to suspend or make partial deliveries or extend the time or times for delivery, if the manufacture of the Goods by the Seller or the Seller's suppliers, or the delivery of the Goods or the performance by the Seller of any of its obligations under the Contract is hindered or delayed whether directly or indirectly by reason of the Purchaser failing to furnish necessary instructions or information, or by war or other hostilities, civil commotion, act of God, government action or legislation, interruption of transport, strike, lock out or other form of industrial action, accidents or stoppages to works, shortage of labour materials equipment fuel or power, breakdown of machinery or any their cause whatsoever beyond the reasonable control of the Seller or its sub-contractors, whether or not such cause exists at the date of the order

10. INSOLVENCY OF BUYER

10.1 This clause applies if:

1. The Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order, or (being an individual or firm) becomes bankrupt or, (being a Seller) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or passes a resolution for its voluntary winding up or has a petition for its compulsory winding up presented against it;
2. An encumbrance takes possession of, or a receiver or administrative receiver is appointed to, any of the property or assets of the Buyer, or
3. The Buyer ceases, or threatens to cease to carry on business; or
4. The Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer or any other matter which in the opinion of the Seller may prejudice its rights against the Buyer.

10.2 If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the contract without any liability to the Buyer and if the Goods have been delivered but not paid for, the price shall immediately become due and payable notwithstanding any previous agreement or arrangement to the contrary.

11. AFTER-SALE SERVICING

11.1. After sales servicing can be provided by the Seller, or by authorised service centres only appointed by the Seller. Please Contact Us for more information about our Servicing and Calibration options.

12. GENERAL

- 12.1. Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party as its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 12.2. No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 12.3. If the parties have entered into the Distributor Agreement in which is contained a number of clauses that pertain to the sale and purchase of goods, then where these terms and conditions and those in the Distributor Agreement do not concur, these terms and conditions shall prevail.
- 12.4. If any provisions of these Conditions are held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby.
- 12.5. Any dispute arising under or in connection with these Conditions or the sale of the Goods shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated by the Supplier. The place of arbitration shall be London.
- 12.6. The Contract shall be governed by the laws of England.