

TERMS AND CONDITIONS OF SALE

1. Digital Instrumentation (hereinafter referred to as "the Seller") shall sell and the Buyer shall buy on the basis of these terms and conditions to the exclusion of any other terms and conditions. Any variation must be agreed in writing between the Seller and the Buyer. If any provision is held to be invalid by a competent authority, then the remainder of the provisions shall not be affected. The contract shall be governed by the Laws of England.
2. Unless otherwise stated, the price of goods is excluding VAT. Payment is to be made when due and timely payment is an essence of the contract. If the Buyer fails to make payment of any part when due (or dishonours a cheque) then without prejudice to any other rights the Seller shall be entitled to demand the balance immediately (irrespective of any earlier arrangements) and charge the Buyer interest (both before and after judgement) at 2% per month until payment is made (part of a month is treated as a full month for calculating interest).
3. Orders may not be cancelled by the Buyer without the acceptance in writing of the Seller and on the terms that the Buyer will indemnify the Seller in full against all loss (including loss of profit), damages, and expenses as a result of cancellation.
4. Any delivery dates quoted are estimated and the Seller shall not be liable for any delay in delivery howsoever caused. Time of delivery shall not be of the essence. If the Seller is not shipping the goods, then after notification that goods are ready for collection the Buyer fails to collect within a reasonable time the Seller may charge for storage or sell the goods if possible at the best price readily obtainable (after deducting storage and selling costs) and seek the difference from the Buyer. Any claim for damage in transit must be notified to the Seller in writing within 3 days of delivery.
5. The Buyer is free to use whichever Contractor he chooses for installation. If the Seller introduces a Contractor to the Buyer it is done without any responsibility on the Seller's part. Where the Seller invoices the installation costs it does so as an Agent of the Contractor and does not become responsible for the installation. The Buyer undertakes to obtain any permission required from landlords, local authorities, etc. in relation to the installation and use of the goods without relying on the Seller in any way.
6. Risk will pass to the Buyer when goods have been delivered to the Buyer as specified in the contract or the Buyer has been notified that the goods are ready for collection. Title will remain with the Seller until full cleared payment is received by the Seller. Until such time, the Seller can require the Buyer to return the goods, failing which the Seller is entitled to enter upon any premises to repossess the goods.
7. The Seller warrants that the goods will be free from defects in material and workmanship for a period of 12 months from their date of delivery. All other liabilities expressed or implied are hereby excluded, for example defects arising from fair wear and tear, abnormal operating conditions, failure to follow the Seller's instructions (oral or in writing), misuse, alteration, or repair without the Seller's approval. The Buyer shall contact the Seller to obtain authority for service under warranty. The goods must then be returned carriage paid in original packaging at the Buyer's risk. The Seller will at its option repair or replace the goods and return carriage paid to the Buyer. Any onsite service requested by the Buyer is chargeable unless an on-site service contract is in place. The Seller shall be under no liability if the total price of the goods has not been paid by the due date for payment.
8. No employee or Agent of the Seller is entitled to make representations as to the goods unless confirmed by the Seller in writing. The Buyer acknowledges that he acts upon such unconfirmed representations at his own risk and accordingly the Seller will not be liable for any claims thereby arising. As products are subject to continuous technical development the Buyer should obtain confirmation in writing of any specifications that are important to his needs. Claims by the Buyer based on quality or condition of goods or their failure to correspond with specification shall be notified in writing within 7 days from the date of delivery else the buyer will not be entitled to reject the goods and will be bound to pay the Seller as due. Where any claim is valid the Seller shall be entitled to replace the goods (or the part in question) or at the Seller's sole discretion refund the price (or the proportionate part) and the Seller shall have no further liability.
9. 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 term or any duty at common law or under any express terms of the contract for any consequential loss or damage (whether for loss of profit or otherwise) or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller or otherwise) which arise out of the supply of the goods except as expressly provided for in these conditions. Except where the goods are sold under a consumer sale (as defined by the Sale of Goods Act 1979) all warranties, conditions, or other terms implied by statute or common law are excluded to the fullest extent permitted by law. The Seller shall not be deemed to be in breach of contract if any failure to perform was due to a cause beyond the Seller's reasonable control such as acts of God, war, strikes, power failures and alike.
10. If the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administrative order, becomes bankrupt or goes into liquidation, or the Seller reasonably apprehends such an event and notifies the Buyer accordingly, then the Seller shall be entitled to cancel the contract without any liability to the Buyer and seek to recover damages as per provision 3 above. If goods have been delivered and monies are owing then payment will become immediately due notwithstanding any previous arrangement.
11. 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 provisions.