

# Terms and Conditions

**1 Scope:** These conditions apply to and govern all contracts for the supply of goods by Trotec Laser Ltd or any of its subsidiaries ("the Company") to any other person ("the Customer") and shall prevail over any inconsistent terms or conditions contained or referred to in the Customer's Order or in correspondence or elsewhere and any conditions or stipulations to the contrary are hereby excluded and extinguished.

**2 Quotations:** Quotations and tenders by the company shall not constitute offers and the Company reserves the right to withdraw or amend the same at any time prior to acceptance of the Customer's order

**3 Prices:** Unless otherwise specified in the Contract prices shall be those ruling at the time of dispatch and the Company shall have the right to revise quoted prices to take account of any change in rates of duty, carriage, freight or insurance and raw material cost. Unless otherwise stated prices are exclusive of VAT.

**4 Terms of Payment:** (i) Material/Service Invoices; All prices are quoted .NET. Unless specifically stated to the contrary overleaf payment of invoices shall be due 30 days from date of invoice. The Company reserves the right to levy a surcharge on all unpaid accounts which are more than 7 days overdue the payment due date at the rate of 4% over the Lloyds bank base lending rate. Such interest may be charged at the time after the period stated and when charged shall itself be liable to interest at the same rate. The base interest rate charged shall be equal to the bank base rate as at the date the account became 7 days overdue for payment. An administrative fee of £100 will be levied in addition to any court fee incurred in the event of the Company taking legal proceedings to recover overdue accounts. (ii) Capital Equipment Invoices; unless otherwise agreed in advance terms of payment for machinery sales are strictly bankers draft or cheque payable on the date of delivery. Machinery sales subject to third party Leasing/Finance arrangements payment is due within 7 days of the delivery date.

**5 Delivery:** **a)** Unless delivery by the company's own transport delivery shall be deemed to have been effected upon delivery by the Company to the carrier named by the Customer or their carrier for transport to their destination. **b)** Where goods are sold CIF or FOB or on the basis of any other international trade term the meaning of such trade term contained in Inco terms (1990) shall apply as if expressly incorporated herein except insofar as any part of the same may be inconsistent with any of the provisions contained in these Conditions. **c)** In any case where goods are sold FOB the seller shall be under no obligation to give the Customer the notice specified in Section 32(3) of the Sale of Goods Act 1973. **d)** Delivery dates mentioned on any quotation or acceptance or elsewhere are approximately only and not of contractual effect. Time is not of the essence of the Contract so far as regards delivery dates nor shall the Company in any event be under any liability to the Customer in respect of any delay in delivery. **e)** In the case of orders involving more than one delivery if default is made in payment on the due date the Company shall have the right to suspend all or any further deliveries pending payment or to terminate the Contract in its entirety by notice in writing to the Customer. **f)** In the case of sales not involving carriage by sea or air the risk in the goods shall pass to the Customer on delivery in accordance with these Conditions. As from the time of delivery the Company shall not be liable for any loss damage or deterioration of the goods from whatever cause arising. **g)** Refusal by the Customer to take deliveries at the specified times will relieve the company from the obligation to make further deliveries without prejudice to the Company's right to recover damages for such refusal.

**6 Returns:** All goods purchased and returned without damage or having been altered in any way through no fault of our own will be subject to a handling charge of 20%

**7 Machine Warranty:** Unless otherwise stated all engraving machines are warranted for 12 months from the date of purchase on a return to factory basis. The company will pay return carriage costs. Customers must keep original packaging in the event goods need to be returned. Please see your warranty card for full details of your warranty. Fully inclusive onsite service is available at additional cost. Please consult our sales office.

**8 Inspection:** Any testing and/or inspection required under the Contract shall be carried out at the Company's works such other place or places as the Company may appoint and shall be accepted as final by both parties.

**9 Variation in Quantity and Size:** **a)** In the case of orders for sheets and/or sections of special size shape gauge or length the Company shall be deemed to have fulfilled its contractual obligations by delivery of a quantity of goods within 10 per cent either way of the quantity agreed to be delivered and the Customer shall pay the actual quantity delivered pro rata at the invoices rate. **b)** All weights per foot or per piece stated on the Company's quotations and/or acceptance of order forms are approximate only and are subject to dimensional tolerances

**10 Insurance:** In any case where the Customer wishes the Company to insure specific consignments of goods the customer must advise the Company in writing within a reasonable time prior to delivery quoting the full value to be insured and the premium chargeable for such insurance shall be paid by the Customer

**11 Infringement of Third Party Rights:** The customer shall indemnify and keep indemnified the Company against all damages costs and expenses which may be incurred by and for which the Company may become liable as a result of

carrying out any work required to be done in accordance with the requirements or specification of the Customer involving an infringement of the copyright or rights in a patent or any other intellectual property of any other person firm or company.

**12 Liability:** **a)** The Company shall not be liable for any defects in the quality nature or conditions of the goods or for failure of the goods to comply with any specification or for any shortage in quantity delivered unless a claim in writing shall be lodged with the Company by the Customer within 7 days of delivery of the goods. **b)** In the event of any defect, failure or shortage as aforesaid which is duly notified to the Company in accordance with this condition the Company shall replace free of charge any goods found to be defective by reason of faulty material or workmanship provided that as a condition thereof the Company may require that the goods or materials concerned are returned to the Company's works carriage paid within one month of discovery of the defect and the Company shall make good any shortage. **c)** Subject to the foregoing all conditions and warranties implied by statute common law or otherwise as to the quality or fitness for purpose of the goods are excluded. Furthermore the Company shall be under no liability to the Customer for any loss damage or injury directly resulting from effective material faulty workmanship or otherwise howsoever arising out of the Contract and whether or not caused by the negligence of the Company its servants or agents.

**13 Licenses and Consents:** If any license or consent of any government or other authority shall be required for the purchase of the goods the Customer shall obtain such license and if necessary or so required produce evidence of the same to the Company on demand.

**14 Force Majeure:** The Company shall not be liable to the customer for any loss or damage which may be suffered by the Customer as a direct or indirect result of the Company delaying in or being prevented from carrying out its obligations under the contract by reason of an Act of God, Riot, Strike, Lock-outs, Trade disputes or Labour disturbances, Accident, Breakdown of plant or machinery, fire, flood, difficulty on obtaining workmen, materials or transport or any other circumstances whatsoever outside the contract of the Company.

**15 Termination:** If the Customer enters into a deed of arrangement or compounds with his creditors or if a receiving order is made against him or (being a company) shall pass a resolution or the Court shall make an order that the customer shall be wound up (otherwise than for the purpose of amalgamation or re-construction) or if a receiver shall be appointed of any of the assets or undertaking of the Customer or if circumstances shall arise which entitle the Court or a creditor to appoint a receiver or manager which entitle the Court to make a winding up order or if the Customer takes or suffers any similar action in consequence of debt or commits any breach of the Contract the Company may stop any goods in transit and suspend further deliveries and by notice in writing to the Customer may forthwith determine the Contract without prejudice to any existing claim.

**16 Waiver:** The failure on the part of either party to the Contract to exercise to enforce any rights conferred by the Contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

**17 Notices:** Any notice required to be given hereunder in writing shall be deemed to have been duly given if sent by pre-paid first class post, telex or telegraph addressed to the party concerned at its principal place of business or last known address.

**18 Governing Law and Arbitration:** The contract shall be governed by and construed and interpreted in accordance with the laws of England. All differences and disputes arising between the Company and the Customer under or in respect of or out of or in connection with this contract shall at the option of the Company but not otherwise be referred to Arbitration in England by a British Arbitrator to be agreed between the parties or in default of agreement (within 7 days after notice being given by the company to the Customer requiring the Customer to agree to the appointment of a particular arbitrator) to be appointed by the president of the London Chamber of Commerce in accordance with the Arbitration Act 1950 or any statutory variation, modification or re-enactment thereof for the time being in force. If the Company exercises its option aforesaid an award of the said Arbitration shall be a condition precedent to any liability of the Company to the Customer.

**19 Retention of Title (i)** Goods supplied by the company remain the company's property until paid for in full by the customer. **(ii)** Legal and beneficial title to the goods shall remain with the company until such time as the company has received payment of the purchase price of any other goods or services previously or subsequently supplied by the company to the customer where upon such title shall pass to the customer. **(iii)** The company reserves the right to enter onto the customer's premises to recover goods in default of payment.