

1. **GENERAL** – Every contract of sale and every contract to Install or service our goods, whether by direct order or by your acceptance of a quotation, is subject to these Conditions. All other conditions and warranties whether implied by statute, common law or trade usage, or expressed by you, are hereby excluded with the exception of conditions expressly accepted by us in writing and conditions and other terms the exclusion of which is prohibited by law.
2. **WARRANTY**
 - (1) Subject to paragraph (2) of this Condition we shall without charge repair or at our option, replace any goods sold by us to you which are defective at the time of their delivery to you or become defective at the time of their delivery to you or become defective within six months of their delivery to you, provided that:
 - (a) we are promptly notified of any defect in the goods, and
 - (b) at our request the goods are returned to us or any appointed distributor for our goods. Return carriage paid.
Where goods are returned to us and are found not to be defective we may make a reasonable charge for inspection and handling:
 - (2) (a) Goods are “defective” If they do not function properly owing to a fault in their material or workmanship or to a material discrepancy from the contract description.
(b) Our obligations under this Condition do not apply in relation to component parts made by persons other than us.
3. **INDUSTRIAL PROPERTY INDEMNITIES**
 - (1) Subject to paragraphs (a) and (b) below we shall indemnify you against any liability to the property or of a UK patent which you may incur by reason that your use or sale of the goods infringes that patent provided that you notify us immediately of any allegation or infringement made against you and at our request and expense co-operate in defending the claim and do not without our previous written consent compromise any such claim or otherwise treat with the claimant.
 - (a) This indemnity shall not apply:
 - (i) If the infringement is caused by our following a design or instruction furnished to you or on your behalf or
 - (ii) If the infringement is caused solely by the use or sale of the goods in connection with other goods or
 - (iii) If the relevant use or sale of the goods would not have constituted infringement at the date of their delivery by us or
 - (iv) If you are under an obligation which prevents you from contesting the validity or scope of any relevant patent
 - (b) We shall not be liable for any expenses, losses or damages resulting from loss of use of the goods arising from an infringement of a patent.
 - (2) You shall indemnify us against any expenses, losses, damages or other liability of whatsoever nature which we may suffer or incur, whether by way of infringement of patents, copyright or registered design or otherwise, as a result of our copying, following or otherwise using a design, drawing, sample, instruction, specification or suggestion submitted by you or on your behalf in connection with any contract with us. Provided that this indemnity will not apply to any liability arising from any such action which you shall have specifically advised us against in writing prior to our taking that action.
4. **DELIVERY TIME**
 - (1) Dates given on delivery are approximate and we shall not be liable for any delay in delivery or failure to deliver unless such delay or failure
 - (a) Is of an unreasonable length, and
 - (b) Is caused by circumstances other than war, civil insurrection, riot, fire, flood, Act of God, industrial action (whether by our own or other persons’ workmen) prohibition or restriction by a competent authority, failure of any person to deliver to us goods, plant machinery, materials or component parts or any other events beyond our reasonable control.
 - (2) Where we are prevented from delivering within a reasonable time after any given delivery date we shall as soon as practicable give you notice of the cause of such prevention, and failing an agreement for a new delivery date, the contract shall be deemed frustrated and the provisions of the Law Reform (Frustrated Contracts) Act 1943 shall apply.
 - (3) (a) In any event, our liability for delay in delivery or failure to deliver shall be limited to the return of any deposit or price paid in respect of the goods involved in such delay or failure.
(b) We shall not be obliged to deliver any goods at any time when payment for any previous delivery or any other debt owed by you to us is overdue.
5. **QUOTATIONS** – Any quotation or offer made by us in respect of our goods will remain valid for a period of 30 days only, unless otherwise expressly agreed by us in writing. Any clerical errors or obvious omissions in any quotation or order are subject to correction by us.
6. **PRICE VARIATIONS** If after the date of contract and before the date of delivery or installation, our costs or standard prices for the goods are increased then the prices payable by you may be increased accordingly.
7. **PLACE OF DELIVERY** – unless otherwise agreed in writing by us and notwithstanding that we may agree to install the goods
 - (i) where goods are supplied in the United Kingdom delivery shall be ex-works and
 - (ii) where goods are supplied for export from the United Kingdom delivery shall be F.O.B.The definition of F.O.B. contained in Incoterms 1990 is hereby incorporated into these Conditions.
8. **LOSS OR DAMAGE IN TRANSIT** – Without prejudice to the provisions of Condition 7, we shall not in any case be liable for loss or shortage of or damage to goods in transit unless:
 - (a) such loss, shortage or damage is caused by our negligence and
 - (b) the carriers and ourselves are notified hereof in writing, in the case of damage or, shortage within three days of delivery or, in the case of non-delivery within a reasonable time after the date upon which the goods should have been delivered in the ordinary course of events, and
 - (c) in the case of damage to goods, those goods are returned to us carriage-paid for inspection within seven days of delivery in the case of U.K. sales and twenty eight days of delivery in the case of export sales.
9. **TERRITORIAL RESTRICTIONS**
 - (1) If you reside within the European Economic Community you will not, without our previous written consent, sell the goods or knowingly sell them, for resale outside the countries comprising the European Economic Community unless such goods form part of the original equipment of a product at the date of such sale.
 - (2) If you reside outside the European Economic community you will not, without our previous written consent, sell the goods or knowingly sell them for resale outside the country in which you reside unless such goods form part of the original equipment of a product at the date of such sale.
10. **TRADE MARKS** – You shall not do in relation to the goods any act to which Section 6 of the Trade Marks Act 1938 applies.

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- (a) This indemnity shall not apply:
- (i) If the infringement is caused by our following a design or instruction furnished to you or on your behalf or
- (ii) If the infringement is caused solely by the use or sale of the goods in connection with other goods or
- (iii) If the relevant use or sale of the goods would not have constituted infringement at the date of their delivery by us or
- (iv) If you are under an obligation which prevents you from contesting the validity or scope of any relevant patent
- (b) We shall not be liable for any expenses, losses or damages resulting from loss of use of the goods arising from an infringement of a patent.
- (2) You shall indemnify us against any expenses, losses, damages or other liability of whatsoever nature which we may suffer or incur, whether by way of infringement of patents, copyright or registered design or otherwise, as a result of our copying, following or otherwise using a design, drawing, sample, instruction, specification or suggestion submitted by you or on your behalf in connection with any contract with us. Provided that this indemnity will not apply to any liability arising from any such action which you shall have specifically advised us against in writing prior to our taking that action.
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- (4) If you reside outside the European Economic community you will not, without our previous written consent, sell the goods or knowingly sell them for resale outside the country in which you reside unless such goods form part of the original equipment of a product at the date of such sale.
12. TRADE MARKS – You shall not do in relation to the goods any act to which Section 6 of the Trade Marks Act 1938 applies.