

Total Laboratory Services Ltd (The Company)

Terms and Conditions of Sale

GENERAL

1. Unless otherwise agreed by a Director of the Company, all goods and services are supplied in accordance with the Terms and Conditions set out below. These shall apply to all Contracts entered into by the Company. No Terms or Conditions attaching to your orders, or howsoever imposed by you, shall apply except where these are agreed to by the Company in writing.

PRICE

2. All prices are NET ex works, unless otherwise stated in the Company's official quotation, after which it will be subject to review and the right is reserved to invoice goods at prices ruling at the date of despatch. VAT will be added at the appropriate rate prevailing at the time of issuing the Company's invoice.

DELIVERY

3. The date given for delivery of the goods will be as stated in the Company's offer, unless otherwise agreed in writing by the Company. If the Company is unable to deliver any goods due under this Contract for any reason over which it has no control, the Company will not be under any liability and the customer shall have no claim against the Company for any loss incurred.

TITLE AND RISK

4. Upon delivery of the goods the customer shall be responsible for the safety of all materials left at site and shall be liable to the Company for any theft or damage whether accidental, malicious or by negligence.

PAYMENT

5. All payments due to the Company must be made within 30 days from the date of relevant invoice unless stated otherwise in writing in the quotation.

CLAIMS

6. The customer must inspect goods on delivery at his premises and shall within three days from the delivery date notify the Company in writing if the goods are defective or not in accordance with the Contract Specification. If no such notice is given the goods shall be deemed to be in accordance with the Contract and the customer shall be bound to accept and pay the Contract price when invoiced. Non-delivery of goods must be notified within 14 days from the date shown on the Company's documentation. Goods received damaged must be signed for as damaged and the Company advised immediately in writing.
7. Where goods are insured by the Company or at customer's request, charges for insurance may be made on the invoice. The Company's liability in respect of the risk insured shall be limited to the amount received by us under such insurance on the value of the goods which ever is the less, from which deduction may be made for expenses incurred in relation to the claim.

REPLACEMENT

8. Where a Customer had advised the Company of an alleged defect in any equipment or goods supplied, and where the Company accepts that the item or parts are defective, the Company shall replace, or have the opportunity of replacing or making good, the defective part. Goods returned for repair shall be sent carriage paid to the Company works. After exchange or repair, the item/s will be returned carriage forward to the Customer. All such goods should be clearly labelled and instructions sent to the Company by letter as to the defect.

INSTALLATION

9. The customer shall give access to his premises to Company's servant's at all reasonable times so that the Company may complete the installation in accordance with the Contract. If the Company is unable to gain access following prior arrangements, the Company reserves the right to charge the Customer the cost of the abortive visit.

The Company will not take any responsibility as to the suitability of the premises in which the installation is to take place. It is the responsibility of the Customer to determine that the premises are in all ways suitable and that the required services are available.

COMMISSIONING

10. Installation Qualification (IQ) is available on all units and separate terms and conditions apply. Additional time is invoiced at the Company's current rates. (Details provided on request).

WARRANTIES

11. All Conditions and Warranties on equipment or goods or services supplied by the Company are for a period of one year. The Warranty will commence at the date of invoicing by Total Laboratory Services Ltd. However, any liability of the Company in respect of all claims arising under this Contract shall be limited to the price of the goods supplied.

GUARANTEE & AFTER SALES SERVICE

12. a) The duration of the guarantee, which runs from the date of delivery, is, unless the contrary is stated, the same as the manufacturer's guarantee period, details of which will be supplied on request.
- b) All claims for service under the guarantee must be notified in writing to the Company's Registered Office during the guarantee period.
- c) The guarantee covers the repair or replacement of defective parts. Goods to be repaired must be returned carriage paid to the Company's service department and return carriage will be chargeable. At the Company's sole discretion they may repair goods on site. Where goods are repaired on site the Company will pay all travelling cost and living expenses of service engineers within mainland Great Britain. Labour, travel and expenses for guarantee repairs outside mainland Great Britain will be charged for at the normal rate. In all cases any overtime working required by the customer may be charged.
- d) This guarantee does not cover damage to any goods or apparatus caused by misuse or for any cause other than defective manufacture or materials and the Company reserve the right to charge for repairs where goods or apparatus have been repaired or modified by unauthorised persons without prior consent in writing.
- e) The guarantee does not cover replacement of consumable parts, sample tubing, filters, sample probes, electronic tubes and valves, batteries, cell windows thermocouples and filaments used in thermal conductivity detectors, resistance thermometers, lamps, connectors and cables, cable moulding, electrical and mechanical cable terminations, heater elements and similar items.
- f) Goods or apparatus repaired under the guarantee will be further guaranteed until the end of the guarantee period only, unless agreed to the contrary

Information included in the Company's Catalogue or other documentation (other than the official Quotation) will not form any part of a Contract. Any oral representation or statement made by the Company's servants or agents is a statement of opinion only and the Company can take no responsibility for the validity of such opinion.

All Conditions and Warranties given or implied are excluded, except that the equipment supplied will conform to the description or result of test undertaken in quality of fitness for a particular purpose (so far as applicable). This will apply in any sale by the Company

The Company shall not be liable in any circumstances for any indirect or consequential loss or damage.

All correspondence must be to the Company's address shown on the Company's letterheads.

AFTER GUARANTEE

13. Monday to Friday during working hours, labour will be charged at our current rates (details on request). Work outside these periods will be charged at overtime rates. Any spare parts used will be charged at list price.

LAW

14. English law shall govern any contract.

OWNERSHIP OF GOODS

15. The risk in the goods passes to the buyer on delivery, but beneficial ownership shall remain with Total Laboratory Services Ltd until full payment has been received.

AMENDMENTS AND CANCELLATION AND CUSTOMER ORDER ERRORS

16. Whilst every effort will be made to meet customer's individual requirements, amendments, cancellations and customer errors made on any order or any part thereof can only be accepted by agreement. A minimum charge of £50.00 will be made for all such orders including spare parts. Total Laboratory Services Ltd reserves the right to charge a re-stocking fee for customer order errors.

Orders over £500.00 cancelled within 4 weeks or less of due delivery will be charged at 75% of full amount of order
Orders over £500.00 cancelled within 6 weeks of due delivery will be charged at 50% of full amount of order
Orders over £500.00 cancelled within 8 weeks or more of due delivery will be charged at 25% of full amount of order

LIMITATION OF LIABILITY

17. Total Laboratory Services Ltd is not responsible for any errors in delivery where a full Serial Number has not been supplied for the unit in question.