

# Georjam Measurement and Control Limited - Terms & Conditions Of Sale

## 1. DEFINITIONS In these conditions:-

"G.M.C." shall mean "Georjam Measurement and Control Limited"

"Customer" shall mean the other Contracting party

"Products" shall mean all goods and services supplied by Georjam Measurement and Control Limited. "Order" shall mean the Order placed by the Customer with Georjam Measurement and Control Limited. for the Products; this Contract being formed when Georjam Measurement and Control Limited. accepts the Customer's Order whether confirmed or not.

## 2. GENERAL

(a) These conditions form an integral part of each and every Contract for the supply of Products by Georjam Measurement and Control Limited .to the Customer. The Order shall be deemed to be placed subject to these conditions and no variation of these conditions is acceptable unless expressly accepted in writing by Georjam Measurement and Control Limited. Georjam Measurement and Control Limited.'s acknowledgment of the Order shall not constitute such acceptance.

(b) If individual terms become null and void all others shall remain unaffected.

(c) The headings in these Conditions shall not be deemed to be part hereof or be taken into consideration in the interpretation or construction hereof or of the Contract.

(d) Where engineering, programming, installation and commissioning is to be performed by Georjam Measurement and Control Limited. as part of the Contract, Georjam Measurement and Control Limited.'s special Conditions for such work shall apply.

## 3. VALIDITY

Any quotation is valid for a period of thirty (30) days from the date of the quotation unless otherwise stated or revoked by Georjam Measurement and Control Limited. and, in any event, the Order is subject to acceptance by Georjam Measurement and Control Limited.

## 4. AMENDMENTS OR CANCELLATIONS

Once received by Georjam Measurement and Control Limited. no Order can be amended or cancelled except with Georjam Measurement and Control Limited.'s written approval and upon terms which indemnify Georjam Measurement and Control Limited. against any losses including loss of profit or additional costs resulting therefrom. In particular, additional costs incurred because of any alterations made at the Customer's request to quantities, delivery dates, rates or specifications shall be borne by the Customer.

## 5. PRICES

Unless otherwise stated all prices are ex-works, carriage will be charged extra at cost. All prices are exclusive of Value Added Tax which will be charged if appropriate at the rate prevalent at time of despatch. Where Products covered by one Order are delivered in more than one shipment, Georjam Measurement and Control Limited. shall be entitled to issue an invoice for payment for each installment inclusive of carriage.

## 6. PRICE ADJUSTMENT

Georjam Measurement and Control Limited. reserves the right at any time prior to delivery to vary the price quoted for the Products if following the date of Quotation there is any change in rates of exchange, any change or imposition of Government tax, any increase in the cost of labour or materials, or if the costs of supplying the Products increases beyond the Control of Georjam Measurement and Control Limited.

## 7. PAYMENTS

Unless otherwise agreed, payment is to be made against Georjam Measurement and Control Limited.'s invoice and payment shall be net cash 30 days from date of invoice. Any sums not paid on the due date shall be subject to an interest charge at the rate of 4% above the Base Lending rate of Midland Bank, from time to time compounded monthly on all accounts overdue until payment thereof, such interest to run from day to day and to accrue after as well as before any judgement. Notwithstanding any provisions of these terms, if in Georjam Measurement and Control Limited.'s reasonable judgment, the Customer's Credit has become impaired, Georjam Measurement and Control Limited. reserves the right to withdraw credit facilities without notice and all outstanding invoices shall immediately fall due. Georjam Measurement and Control Limited. further reserves the right to defer any further shipments or require payment in cash prior to shipment.

## 8. MINIMUM BILLING CHARGES

Orders amounting to £25.00 or less will be billed at £25.00 plus the transportation charges.

## 9. DELIVERY AND RISK

(a) Subject to the following sub-clauses all risks shall pass to the Customer upon delivery.

(b) Unless otherwise specified delivery shall be deemed to have taken place when the Products have been delivered to the Customer's carrier (whether or not arrangements for carriage have been made by Georjam Measurement and Control Limited.) or, where agreed, to the Customer's premises or other specified delivery point in the U.K. or FOB U.K. port or airport if ultimately for despatch overseas.

(c) All dates and times specified to the Customer for delivery of the Products are estimates only. Such dates and times date from the receipt by Georjam Measurement and Control Limited. of the Customer's official written Order or from the date of receipt of all necessary information, drawings, and inserts to enable Georjam Measurement and Control Limited. to initiate procurement, whichever is the latter. Georjam Measurement and Control Limited. shall not have any liability for delay or for any damages or losses sustained by the Customer as a result of such dates and times not being met. The Customer shall not be entitled to refuse acceptance of the Products as a consequence of such delay.

(d) Georjam Measurement and Control Limited. may make partial deliveries.

(e) Georjam Measurement and Control Limited. may in its absolute discretion withhold delivery pending payment of any sum due from the Customer to Georjam Measurement and Control Limited. under the Contract.

(f) If the Customer does not accept delivery of a consignment of Products, or returns Products after delivery without written consent by Georjam Measurement and Control Limited. then;

(i) Georjam Measurement and Control Limited. shall be entitled to claim payment in accordance with clause 7 hereof for the Products refused or returned.

(ii) the Products refused, or returned, shall be in all respects at the Customer's risk.

(iii) the cost of storing the Products shall be borne by the Customer.

## 10. DAMAGE OR LOSS IN TRANSIT

Georjam Measurement and Control Limited. will at its discretion, either refund the cost or replace or repair free of charge Products proven to Georjam Measurement and Control Limited.'s satisfaction to have been lost or damaged in transit up to the moment of delivery provided that, within three days of the receipt of the Products in the case of damage or within ten days of receipt of invoice in the case of loss, the Customer notifies both the carrier and Georjam Measurement and Control Limited. in writing of the nature and extent of the damage or loss. Georjam Measurement and Control Limited. accepts no liability for delay in transit. Unless the Products are checked on receipt, the carriers documentation should be endorsed "unexamined".

## 11. RETURNS FOR CREDIT

No returns will be accepted for credit without the prior written consent of Georjam Measurement and Control Limited. and only then if the Products, accessories, manuals, and original packaging is received in a resaleable state, within 30 days of invoice, stating relevant invoice numbers. If Product packaging is unopened, a 20% handling charge will apply with a minimum charge of £15.00. A higher rate may be levied if Products are returned outside this period or in an opened, but unused, state. Products accepted for return will be credited at invoice value and the appropriate handling charge applied. If invoice details are not quoted then the credit will be based upon the lowest sales value. Products returned are at the risk of the Customer. Products should not be retained for handing to Georjam Measurement and Control Limited.'s local representative.

## 12. TITLE

Title in the goods shall remain with Georjam Measurement and Control Limited. until full payment therefore has been made. Until Georjam Measurement and Control Limited. has received full payment in respect of all sums owing from the Customer under this agreement:

(a) Title in the Products supplied shall remain with Georjam Measurement and Control Limited.;

(b) provided the Customer can ensure payment in accordance to clause 7 hereof, the Customer shall be entitled to sell the Products and pass Title to a third party in the normal course of its business until the happening of any of the events set out in sub-clause (e) of this clause, but the proceeds of resale and/or the claim to such proceeds will belong to Georjam Measurement and Control Limited. until such time as all sums owing to Georjam Measurement and Control Limited. under the Contract have been paid and such proceeds of sale should be paid into a separate bank account. Until such sums have been paid the Customer shall, subject to the terms of this clause, retain the Products in a fiduciary capacity as Bailee;

(c) at any time while any monies are outstanding, Georjam Measurement and Control Limited. shall be entitled to notification of the location of its Products

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and be entitled to notify the Customer of its intention to retake possession of its Products;

(d) on receipt of notice from Georjam Measurement and Control Limited. or on the expiry of 30 days from date of invoice or on the happening of any of the events set out in sub-clause (e) of this clause the Customer's authority to sell the Products shall be withdrawn and all proceeds of sale received by the Customer from sales made prior to the withdrawal of authority shall be held for Georjam Measurement and Control Limited. Further, all Products shall be immediately delivered to Georjam Measurement and Control Limited. and Georjam Measurement and Control Limited. by its servants or agents shall have the right during normal business hours to enter upon the Customer's land or buildings to take possession of its Products;

(e) the events herein before and after referred to are:

- (i) any notice to the Customer that a Receiver or Manager is to be or has been appointed;
- (ii) if the Customer shall be deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;
- (iii) (where the Customer is a corporate body) any notice to the Customer that a petition to wind up the Company is to be or has been presented or any notice of a resolution to wind up the Company (save for the purposes of a reconstruction of amalgamation);
- (iv) a decision by the Customer to make an arrangement with its creditors;
- (v) any act of bankruptcy as defined by Section 1 of the Bankruptcy Act 1914.

## 13. SPECIFICATIONS AND COMPLIANCE

(a) The Products will be supplied generally in accordance with the manufacturer's proprietary specification, therefor (the "specification"). Georjam Measurement and Control Limited. will not accept liability for the Products supplied where variation from the Specification is significant except as set out in clause 14 and 16 hereof.

(b) Subject to the Specification, description and illustrations contained in any catalogues, quotations or any other documents, shall not form part of the Contract.

(c) Georjam Measurement and Control Limited. assumes the Customer to be expert in his intended application of Georjam Measurement and Control Limited.'s Products. Georjam Measurement and Control Limited. claims no special expertise in the application of its Products into the Customer's equipment or processes.

(d) Georjam Measurement and Control Limited. accepts no responsibility for the Customer's selection and use of any of the Products sold by Georjam Measurement and Control Limited.. The Customer's implementation and interpretation of application suggestions and recommendation by Georjam Measurement and Control Limited. or its representatives, general or specific, transmitted verbally or in writing, published or unpublished, is strictly at the Customers' risk.

(e) The Customer must ensure that in relation to any Products supplied by Georjam Measurement and Control Limited., all of the relevant provisions of the Health & Safety At Work Act 1974 are complied with. In particular the Customer must ensure that instructions as to the use of any Products supplied by Georjam Measurement and Control Limited. are clearly displayed and that adequate information is passed to all persons concerned about the conditions necessary for the safe use of such Products. Where the Products are manufactured, configured, programmed or in any way altered by Georjam Measurement and Control Limited. (from the manner in which they are normally shipped) to a design supplied, specified or information provided, by the Customer, Georjam Measurement and Control Limited. shall not be under any obligation to the Customer to research the suitability of its purpose or as to the risks to health and/or safety which may arise from use or storage of the Products.

(f) All Specifications, drawings and technical descriptions submitted with, or in connection with any quotations or acknowledgment of Georjam Measurement and Control Limited. are Georjam Measurement and Control Limited.'s copyright. All such copyright material, and all information and "know-how" whenever supplied shall at all times be treated by the Customer as confidential and shall not without the consent of Georjam Measurement and Control Limited. be used by the Customer, except for the purpose of the Contract and the operation of the Products supplied thereunder, nor shall they without the consent of C.D.M. be communicated to third parties save insofar as may be necessary for the purposes stated above.

## 14. WARRANTY

(a) Any Products which are found to Georjam Measurement and Control Limited.'s satisfaction to be defective as a result of faulty design, manufacture or workmanship will at the sole discretion of Georjam Measurement and Control Limited. be replaced or repaired free of charge provided that;

- (i) the Products showing the alleged defects are returned properly packed carriage paid to Georjam Measurement and Control Limited. within 12 months from the date of delivery as defined in clause 9 hereof;

(ii) date code labeling has been preserved;

(iii) the Products have not been misused, mishandled, overloaded or exposed to excessive electrical/magnetic interference, or amended in any way or used for any other purpose than that for which they were designed;

(iv) if the Products have been manufactured to the Customer's design the defects are not as a result of faulty design by the Customer.

(b) Warranty repaired or replaced goods will be returned free of charge to destinations on the mainland of the UK or delivered FOB UK port or airport for other destinations.

(c) In the case of Products not of Georjam Measurement and Control Limited.'s manufacture any warranty shall be limited to that given to Georjam Measurement and Control Limited. by the manufacturer thereof.

## 15. PRODUCTS RETURNED FOR REPAIR

(a) Products returned for repair whether a warranty claim or not shall be accompanied by a Customer purchase Order to cover the following;

(i) all inspection, test and carriage costs in the event of no fault being found with the Product whether within the warranty period or not;

(ii) the repair and carriage costs in the event that the Product is ineligible for free warranty repair in accordance with clause 14 hereof.

(b) Products will only be accepted for such inspection and repair if covered by an Order.

(c) Products are returned to Georjam Measurement and Control Limited. at the Customer's risk.

## 16. LIABILITY

(a) The warranty given in clause 14 hereof is the only warranty given by Georjam Measurement and Control Limited. and any other claims relating to any express or implied warranties or conditions as to quality and fitness for purpose of the Products are hereby expressly excluded. Unless specifically agreed Georjam Measurement and Control Limited. does not warrant that the Products are suitable for any particular application.

(b) Georjam Measurement and Control Limited. shall not be under any liability for any contingent or consequential loss or damage or injury to the Customer howsoever arising.

(c) Georjam Measurement and Control Limited. shall not be under any liability for infringement arising from the combination of any Products with items not supplied by Georjam Measurement and Control Limited.

(d) Subject to sub-clause (a) of this clause, in the event of Georjam Measurement and Control Limited. being found liable for any loss or damage arising out of the Products, its total liability shall not under any circumstances exceed for any breach or breaches, the Purchase price of the Products.

(e) Any Contract entered into by Georjam Measurement and Control Limited. shall be regarded as severable in the event of Products being of different kinds or the Contract providing for delivery by installments. Each and every delivery of separate items under the Contract shall be regarded as being made under a separate Contract and damages arising from any alleged breach of Contract shall be limited accordingly.

## 17. TERMINATION

Without prejudice to any claim or right it might otherwise make or exercise Georjam Measurement and Control Limited. shall have the right forthwith to determine the Contract by summary notice and to claim for any losses, costs or expenses incurred in the event that the Customer commits any serious breach of any of the terms of these conditions, or on the happening of any of the events set out in clause 12 sub-clause (e) hereof. In the event of Georjam Measurement and Control Limited. determining the Contract by summary notice it shall be lawful for Georjam Measurement and Control Limited. to enter upon the Customer's premises or any other where the goods are situated and take possession of the Products to which Georjam Measurement and Control Limited. has title.

## 18. FORCE MAJEURE

(a) If Georjam Measurement and Control Limited. is hindered or prevented from performing any Contract owing to any cause beyond the reasonable control of Georjam Measurement and Control Limited. or by its inability to procure services, material or articles required for the performance of the Contract except at enhanced prices, Georjam Measurement and Control Limited. may at its sole discretion, delay the performance of, or cancel the whole or any part of the Contract, and shall not be held responsible for such delay or cancellation or any inability to deliver.

(b) If Georjam Measurement and Control Limited. is unable to perform any of its obligations under the Contract by reason of any of the causes referred to in sub-clause (a) of this clause then it shall forthwith notify the Customer of the estimated extent and duration of such inability.

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### **19. REPRESENTATIONS**

These Conditions supersede all previous Conditions, understandings, commitments, agreements or representations whatsoever whether oral or written and shall not be varied except with Georjam Measurement and Control Limited.'s written consent.

### **20. NOTICES**

Any notice required to be given hereunder shall be sufficiently given if sent by registered post, cable, telex or fax to the recipient at its registered office or last known address and shall be deemed to have been properly served at the time when in the ordinary course of transmission it would reach its destination.

### **21. GOVERNING LAW**

These Conditions and the Contract shall be governed, construed and shall take effect in accordance with the Laws of England and shall be subject to the jurisdiction of the English Courts.