

Litron Lasers Ltd Standard Terms and Conditions of Sale

1. General

"We" and "Us" means Litron Lasers Limited of 8 Consul Road, Rugby, Warwickshire, CV21 1PB

"You" means the person or company buying any goods or services from us. Where "you" means more than one person, each one of you is responsible, individually, for each of the obligations of all of you under this agreement.

2. Sale of Goods

Orders above £50 sterling will only be accepted by written acknowledgement. On our acceptance of your order, you agree to buy, and we agree to sell to you, the goods (if any) specified in the order, at the price specified, subject to the terms and conditions set out here. All prices shall be in pounds sterling unless otherwise stated, and are exclusive of VAT.

3. Services

On our acceptance of your order, we agree to perform the services (if any) specified in the order, at the price specified, subject to the terms and conditions set out here. We agree to carry out the services with reasonable skill and care. We are entitled to engage third parties to perform all or part of the services on our behalf.

4. Quotations

A quotation is not a contractual offer and is only an indication that we may be willing to supply at a particular price. No quotation is valid after 30 days of its issue. No price specified in the quotation or elsewhere includes VAT or other applicable taxes or duties unless specifically stated. We reserve the right to amend any errors or omissions on quotations, invoices, or other documents of the company.

5. Amendments to Specification

We may alter the specifications of the goods or services from time to time so long as the alteration does not render the goods or services any worse.

6. Alteration or Cancellation of order

Any order placed by you shall not be altered or cancelled without our prior consent. The granting of consent shall be entirely at our discretion and shall be subject to the payment by you to us of a sum equivalent to the losses, including loss of profit, cost and expenses caused by the alteration or cancellation, such sum being reasonably determined by us.

7. Applicable Terms

These terms and conditions shall be the entirety of terms and conditions governing this agreement.

You confirm that you have checked all specifications set out in your order and that they are correct, and that you have informed us of all factors which you know or suspect could make the goods or services more difficult for us to make or perform.

8. Rights of others

If we have agreed that we are to do anything under this agreement at your instructions, and as a result we are in breach of any rights of anyone else (or anyone else threatens us with proceedings for breach of their rights) you agree to indemnify us against any loss we may suffer, including legal costs, in defending or resisting the proceedings or claim.

If, as a result of such a claim or threat, we decide that it is no longer commercially sensible to proceed with your order, we may cancel the order.

9. Title

Title to and ownership of the goods shall not pass to you until the purchase price for the goods and all sums payable to us under any other agreement with you has been paid in full.

Should you (if a company) have a petition presented against you for your winding up (other than in the event of a genuine amalgamation or reconstruction), or have a nominee, supervisor, administrator or administrative receiver appointed over any or all of your assets: or (if an individual or partnership) you become bankrupt or enter into a voluntary arrangement, or have a receiver appointed over any or all of your assets, or if anything of this nature occurs, then we shall have no further liability to perform services of make deliveries to you. Furthermore, we shall have the right to enter onto your premises and repossess any goods to which we have title. You shall remain liable to pay any sums outstanding, less an allowance for any goods so repossessed.

10. Payment

Terms of payment are strictly 30 days from date of invoice unless otherwise stated on the invoice. The amount due shall be as specified in the order we have accepted, including any VAT which may apply. In the event of late payment we reserve the right to suspend further deliveries and cancel orders until full payment is received. We also reserve the right to charge interest at 4% above base rate on any amount outstanding.

If you fail to pay the whole or any part of any sum owed to us, we may issue court proceedings to recover the debt, without giving you any further notice.

11. Intellectual Property

Goods and services provided under this agreement may require the use of intellectual property, which will either be our own property or will be licensed to us (including copyrights, trade marks, designs whether registered or not, and patents). You are not entitled to use this intellectual property yourselves, except that you may make copies of instruction booklets or safety information solely for the instruction of users of the goods.

If goods or services have been designed or adapted by us to your requirements, then we retain the rights to any intellectual property arising from this design or modification.

12. Delivery

Unless otherwise stated, all prices quoted do not include delivery. If we have indicated delivery by a particular date, we shall strive to meet this date, although we may not always succeed. Delivery dates are for indicative purposes only and are not guaranteed. If we do not deliver by the indicated date we will try to deliver as soon as possible afterwards. We will not be liable for late delivery, even if you have stated that a particular delivery date is crucial.

13. Goods in Transit

If you collect goods, or arrange for a carrier to collect goods on your behalf, then you become responsible for the goods when they are removed from our premises.

If we have agreed to deliver the goods, then you become responsible for them when they are delivered to you. If we use a third party carrier to deliver the goods, we shall be liable for any damage or shortfall up to the point of delivery to you providing that the following conditions all apply:

1. the damage or shortfall is notified in writing to us and the carrier within three days of the delivery
2. the goods have been signed for as being unexamined
3. the goods have at all times been handled by you in accordance with the carriers conditions.

In the event that no delivery is made, you must inform us and the carrier in writing within three days of the scheduled delivery date.

Unless we are otherwise informed within three days of your receipt of the goods, you will be taken to have accepted all the goods received in the consignment.

14. Warranty

All warranties are Return to Litron UK warranties. Unless otherwise stated, the optical components of any device supplied are covered by a 90 day warranty. This warranty does not extend to damage caused by exposure to wavelengths outside those for which the unit has been supplied. The warranty does not extend to damage caused by exposure to energy/power densities greater than those for which the unit is specified.

Electronic and mechanical components are covered for a period of 12 months from the delivery date against manufacturing defects. Any damage to any part of the unit caused by misuse or mishandling is not covered under warranty. Consumable parts such as flashlamps are not covered by warranty.

15. Exceptional Circumstances

If circumstances which are largely beyond our control make it no longer commercially viable for us to continue with your order, we may cancel it if we choose. In these circumstances, we will give you notice that we are canceling the order, and we will not be responsible for any loss you may incur which arises from our cancellation.

We will also require that you pay us a reasonable sum in respect of the proportion of the order that we have fulfilled.

16. Product Safety

You agree to carefully read and follow any instructions we give or supply with the goods regarding the use, maintenance and safety of the goods. You agree to follow any directions relating to the storage, installation, decommissioning or disposal of the goods.

In particular, you undertake to ensure that anyone who receives the goods from you is given all the associated instructions and directions, and is required to follow them.

17. Consequential Loss

We shall not be responsible for loss of profits or any other consequential loss arising from our breach of this contract, nor shall we be under any liability whatever for consequential loss or damage of any kind in respect of goods sold or repaired, or for services rendered.

18. General

This agreement shall in all respects be governed by English Law.

References to any gender includes all others, the singular shall include the plural and vice versa. Litron's terms and conditions prevail and are the only terms and conditions that apply the supply and sale of goods by Litron Lasers Ltd.

If notice is required to be given under this agreement, it shall be in writing and sent to the relevant party at its principal place of business by first class post, and will be deemed to have been received the second working day after it is sent.