

BSRIA Limited – Company No 3942728

Old Bracknell Lane – Bracknell – Berkshire – RG12 7AH

BSRIA INSTRUMENT SOLUTIONS

TERMS AND CONDITIONS OF SALE

Issue Date: February 2010

DEFINITION

The Company - Shall mean BSRIA Limited trading as Instrument Solution whose registered office is situated at Old Bracknell Lane West, Bracknell, Berkshire, RG12 7AH and where the context permits its employees, agents or subcontractors.

Customer – Means the person or company who agrees to buy the goods from The Company (seller)

Goods – All articles and services are sold to the customer including replacement of defective goods, hardware documentation, software both provided as part of the product or provided separately which is either provided on a licence basis or free of charge.

Contract – Shall mean the contract between The Company and the Customer of which these terms and conditions shall form part.

1. GENERAL CONDITIONS

- 1.1 The following terms and conditions override and exclude any other terms stipulated or incorporated or referred to by the Customer unless with prior agreement.
- 1.2 Nothing contained herein shall affect the implied undertaking as to title etc contained in Section 12 of the Sale of Goods Act 1979 as amended by the Sale and Supply of Goods to Consumer Regulations 2002 or shall not affect your statutory rights if you 'deal as a consumer' as defined in Section 12 of the Unfair Contract Terms Act 1977.

2. PRICES

- 2. The price of the Goods shall be the price currently being charged by The Company at the date of despatch of the goods.
- 2.2 Goods purchased specifically for the Customer may be subject to a deposit, sum to be agreed with the Customer.
- 2.3 All prices quoted are exclusive of Value Added Tax which, will be added in accordance with prevailing legislation.

3. NEW ACCOUNTS

- 3.1 To apply for a credit account the Customer must supply their company's registration details, and acknowledge that the settlement terms applicable to the account comply to The Company's terms of payment, which are strictly thirty (30) days from the date of the invoice. Any credit limit granted to The Customer, shall at all times be discretionary and may be reduced, suspended or withdrawn at The Company's discretion, at any time without prior notice.
- 3.1 If a credit account is not granted by The Company, Goods or Services may be obtained by payment in advance.

4. USE OF PERSONAL INFORMATION

- 4.1 The Company may obtain information from the Customer when the Customer applies to open an account; which the Customer freely provides. The Company at any other time; may add to the information base and use this information about the Customer to manage the Customers account.

4.2 When the Customer applies to open an account with The Company, The Company will use the Customers Personal information to make a search with a credit reference agency and will keep a record of that search. The Company may also make similar enquiries about principal directors of a company. Credit reference agencies may share that information with other organisations for credit assessments and to prevent fraud.

4.3 The Company may process the Customers Personal information and make it available to other companies and third party service providers to:

- i. Help The Company identify the Customer when making telephone enquiries and orders;
- ii. Help administer the Customers account
- iii. Help The Company to detect fraud
- iv. Keep the Customer informed (by letter, telephone, fax or e-mail) of other products and services offered by The Company.

4.4 If the Customer does not wish to receive information about other products and services as details in iv) above, please write to the Instrument Solutions Sales Manager, BSRIA Limited, Old Bracknell Lane West, Bracknell, Berkshire RG12 7AH.

5. DELIVERY

5.1 Goods will be despatched by either Courier, Post or other methods that are agreed with the Customer. Delivery charges will be at the expense and risk of the Customer.

5.2 Any dates, times or periods for delivery of Goods quoted by The Company are estimates only and The Company shall not be liable for failure to meet such estimates or for any costs, charges of expenses incurred as a result of any delay.

6. INSPECTION, TRANSIT DELAYS AND NON-DELIVERY

6.1 The Customer must inspect the Goods as soon as is reasonably practicable after delivery and shall within 10 days of delivery give notice to the Company in detail of any defect in the Goods or of any other complaint which the Customer may have in relation to the Goods. If the Customer fails to give such notice, the Goods shall be conclusively presumed to be in all respects in accordance with the Contract and free from any defect which would be apparent on reasonable examination. The Customer shall be deemed to have accepted the Goods accordingly.

6.2 Goods are not sold for any particular purpose even if implied. In the event that the Customer establishes to our reasonable satisfaction that the Goods are not in accordance with the Contract or are so defective, the Customers sole remedy in respect of such non-accordance or defects shall be limited as The Company may elect to the replacement of the Goods or refund of the purchase price, or where sums are owed by The Customer to The Company, the issue of a credit note or credit card account refund against the return of the Goods.

6.3 Queries regarding shortage of Goods must be made to both the carrier and The Company within 10 days of the despatch date and must be accompanied by the despatch note. Queries regarding Goods invoiced but not delivered must be made within 10 days of the invoice date and the invoice number must be quoted. The Customer is advised to contact the carrier and The Company if neither the Goods nor an invoice in respect of the Goods are received within 7 days of the despatch date.

6.4 The Customer must refuse parcels delivered in a damage condition.

6.5 In no circumstances shall The Company be liable to compensate the Customer for damages or otherwise for non-delivery or late delivery of the Goods or any of them for whatever reason or for any loss consequential or otherwise arising from non-delivery or late delivery.

7. PASSING OF RISK AND PROPERTY

7.1 Risk of loss or damage to the Goods shall pass to the Customer at the time of delivery.

8. QUALITY ASSURANCE

8.1 All Goods and Services are processed in accordance with an independently accredited quality management system.

9. COUNTRY OF ORIGIN

9.1 Unless otherwise confirmed in writing, nothing is to be taken as a representation of the source of origin, manufacture, or production of the Goods or any part thereof.

10. EXPORT ORDERS

10.1 Export orders are accepted against irrevocable Letter of Credit established through a UK Bank, or documentary Sight Drafts where satisfactory trading relations have been established. All prices quoted for Goods are subject to additional packing, shipping insurance, documentation and all associated export costs.

10.2 Overseas Goods will be charged FOB. The Company will arrange at the Customers expense for the goods to be delivered to the designated port, and will notify the Customer of the delivery

10.3 The Company reserves the right not to supply certain Customers or countries and to enquire of the Customer full details of the end use and final destination of the Goods.

10.4 All orders will be priced in pounds sterling, unless otherwise agreed between The Customer and The Company. All money transfer charges made by the bank will be the responsibility of the Customer to pay.

11. PAYMENT

11.1 Payment shall be made by the Customer within 30 days of the invoice being submitted by The Company OR 30 days from the date of the invoice whichever is the later OR by BACS/Credit Card (MasterCard or Visa) except in the case of an export order (refer to Export order requirements). Payments may also be made at the time of order. The account details of The Company are as follow:

Barclays Bank Limited
PO Box 61
Bracknell
Berkshire RG12 1GJ

Bank Account No.: 10384976
Sort Code: 20-11-74
Swift Code: BARCGB22
IBAN: GN69 BARC 2011 7410 3849 76

VAT No.: GB745062246

11.2 If paying by one of the credit cards set out above The Customer will be required to provide full card details at the time of the order placement.

11.3 All invoices shall be paid without deduction. In the event of an error or query on the invoice, payments shall be made to The Company for the whole amount claimed less the amount queried or in error.

11.4 Whilst risk of Goods supplied to the Customer by The Company shall pass on delivery legal and beneficial ownership of the Goods shall remain with The Company until such time as The Company has received payment in full of all sums due to The Company by the Customer.

11.5 Default of punctual payment of any sum owing to The Company will entitle The Company to immediate return of all Goods unless prior agreement has been obtained from The Company. OR The Company shall be entitled to charge interest on the amount of any outstanding payment from the date of invoice to the date of payment thereof at the rate of 3% over the current base rate from time to time of Barclays Plc.

12. RETURN OF GOODS

- 12.1 The return of Goods cannot be accepted in any circumstances without prior written agreement from The Company and within a time limit of 30 days from date of invoice.
- 12.2 All Goods are returned at the Customer's risk and The Company accepts no responsibility for any loss or damage thereto, or to items added to the Goods by the Customer and sent with the Goods.
- 12.3 Goods returned to The Company should be adequately packed and despatched freight pre-paid, clearly labelled to our address. Any further repacking, inspection or freight costs incurred by the Company will be at the expense of the Customer.

13. CANCELLATION OF ORDER

- 13.1 Cancellations are accepted prior to The Company's written consent following agreement between The Company and the Customer. Reimbursement may be required to compensate for such cancellation costs that are incurred by The Company.

14. WARRANTY/GUARANTEE

- 14.1 Warranty period and terms will be as per those of the original Manufacturer unless specified in any other offer documentation.
- 14.2.1 Warranty shall be in lieu of any warranty or condition implied by law as to the quality or fitness for any particular purpose of the Goods except any implied by law cannot be excluded.

15. REPAIR

- 15.1 Goods purchased through The Company will be returned to the Manufacturer for repair but all repairs will be carried out at the Manufacturer's discretion.
- 15.2 The Company reserves the right to erase or otherwise destroyed any data that is contained within the software that is contained within the product. upon receipt with no liability whatsoever.

16. CALIBRATION

- 16.1 The Company provides a Calibration service for Goods purchased from new and a re-calibration service (at a cost to be agreed with Customer). The Goods will be checked for compliance with the published specification at the appropriate points, using working standards which are periodically verified and which are traceable to National Standards and a dated and signed certificate of test will be issued giving details of the measurements made. For certain Goods a UKAS calibration certificate will be available.

17. SOFTWARE

- 17.1 The Company accepts no liability for any viruses that are contained in the software or the effect they may have on the Customer's business. It is the Customer's responsibility to check any Software supplied with the Goods is tested by the appropriate diagnostic software for the presence of any computer viruses before use.

18. GENERAL DESCRIPTIVE MATTER

- 18.1 All specifications, drawings and particulars of weights, dimensions, capacity or other details contained in this catalogue are intended merely to give a general idea of Goods but will not form part of the Contract.
- 18.2 If the description of any Goods in any correspondence, leaflet, invoice or catalogue varies from that of the manufacturer's description, the manufacturer's description will be deemed to be the correct description and shall take precedence over our description.
- 18.3 All implied Terms and Conditions and warranties relating to the quality and/or fitness for the purpose of the Goods or any of the Goods are excluded.

18.4 The Company shall be under no liability whatsoever to the Customer for any indirect or consequential loss and/or expense (including loss or profit) suffered by the Customer arising out of breach by The Company of this contract.

19. COPYRIGHTS AND PATENTS

19.1 The Company have taken reasonable steps in the course of business to ensure that the Goods do not infringe any patent, design, trademark, copyright or any other rights of third parties but no guarantee in this respect is given and The Company shall have no liability whatsoever in the event of any such infringement howsoever arising.

19.2 Names used in any BSRIA Instrument Solutions advertising material, when used are the trade names of the manufacturer. The Company recognises all registered trademarks.

19.3 The Company owns full copyright in respect of all advertising materials and its reproduction in parts or in whole is prohibited without The Company's prior written consent.

20. LIMITATION OF LIABILITY

20.1 The Customer will be responsible for ensuring the fitness of purpose of Goods for the applications. Every effort has been made to ensure that the information provided is correct.

20.2 The Company accept no liability whatsoever or howsoever arising (including The Company's negligence) in respect of loss arising from errors in any information provided.

20.3 The Company shall not be liable in contract, in tort or under statute or otherwise for any loss or damage (whether for loss of profit, or revenue, or any other consequential loss or damage or otherwise) suffered by the Customer whatsoever or howsoever arising out of or in connection with the supply of Goods by The Company other than to supply Goods conforming to the original agreed specification or at The Company's option to refund to any monies already paid in respect of Goods.

21. FORCE MAJEURE

21.1 If the performance of the Contract or any obligation under it is prevented, restricted or interfered with by any reason or circumstances beyond the reasonable control of the party obliged to perform it (other than financial) the party so affected upon giving prompt notice to the other party shall be excused from performance to the extent of the prevention, restriction or interference but the part so affected shall use its best efforts to avoid or remove such causes of non-performance and shall continue performance under the Contract with the utmost despatch whenever such causes are removed or diminished.

21.2 The Company shall not be liable to the Customer in respect of any matter, which results from any Act of God, war, riot, extreme weather, strikes or any other events of any description, which are beyond our control.

22. LEGAL CONSTRUCTION

22.1 All Contracts between The Company shall be governed by and interpreted in accordance with the laws of England and the parties submit to the jurisdiction of the English Courts, but The Company may enforce any such Contracts in any court of competent jurisdiction.

23. ARBITRATION

23.1 In the event of a dispute or difference arising from these conditions or the interpretation thereof or otherwise arising as a result of work carried out by The Company for the Customer under these conditions, such dispute or difference shall be referred to arbitration by a single arbitrator mutually agreed between the parties or failing such agreement, by an arbitrator nominated by the President of the Institute of Arbitrators. Any such arbitration shall be conducted in accordance with the Arbitration Act 1950, and by application of the law of England.

February 2010

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