

VPG Systems UK LTD

STANDARD TERMS AND CONDITIONS OF SALE

1 GENERAL

In these Terms and Conditions the Company means Vishay Measurements Group UK Limited and the Customer' means the person, firm or company named in any Quotation, Order Acknowledgement, Advice Note or Invoice, No variation to these conditions shall be binding unless agreed in writing between the authorized representatives of the Company and the Customer. Any advice or recommendation given by the Company or its employees or agents to the Customer or its employees or agents which is not confirmed in writing by the Company is followed or acted upon entirely at the Customer's own risk.

2 CONTRACT

A contract shall be effected when the Company sends its confirmation and acceptance, in writing by email, of the Customer's order or the goods are dispatched whichever is the earliest. Quotations, which are valid for 30 days, are not binding until the date of such acceptance. No oral quotations will be binding on the Company. Delivery periods shall run from the date of such acceptance.

3 PRICES

Unless otherwise expressly stated the prices quoted do not include VAT or packaging, insurance, carriage and delivery charges. If work is suspended because of the Customer's instruction, lack of instructions or failure to supply specifications, extra charges may be made. An extra charge may be made if special tests, installation or inspection of the goods is required.

4 PAYMENT

Standard Terms of payment are 30 days from date of invoice and payment should be made and advised to the Company's offices at Airedale house, Canal Road, Bradford, BD2 1AG, United Kingdom before the payment due date. All outstanding balances not paid by the due date may be liable to compound interest charged at the Statutory Rate.

5 PROPERTY AND RISK

Property in the goods shall not pass to the Customer until the Company has been paid the whole of the purchase price. Notwithstanding the above, risk in the goods shall pass to the Customer according to the fulfillment of the Company's obligations.

6 DELIVERY

The Company will endeavor to adhere to the delivery date set out in any Quotation but such delivery date is a business estimate only and the Company shall not in any way be liable for delay in delivery or the consequences thereof however caused, including but not limited to, delay or interruption of work at the Company's works before or during the delivery period, any strike, lockout, labour dispute, fire, breakdown of machines, force majeure or any cause whatsoever beyond the Company's control. In which case deliveries may be wholly or partially suspended and the delivery period extended by the length of time during which deliveries are suspended. Where goods are ready for delivery, the Company may postpone delivery at the request of the Customer. The company may request either payment or part payment to cover any costs incurred. The Company may store the goods at its own premises or elsewhere at the Customer's sole risk and all storage, insurance and transport charges shall be paid by the Customer.

7 DISCREPANCIES

Any Discrepancies must be advised to the company in writing within 4 calendar weeks of the receipt of the goods. Claims outside this period cannot be considered.

The company must also be given the opportunity to inspect, re-count or re-weigh if required.

8 CANCELLATION

No contract for goods ordered may be cancelled by the Customer and no goods may be returned without prior written consent of the Company.

If the Company agrees to accept a cancellation it shall be entitled to charge the Customer a cancellation and/or re-stocking fee of up to fifteen per cent (15%) of the purchase price in respect of costs and expenses incurred and other damages without prejudice to any right to claim further costs, expenses and damages howsoever arising. The customer is responsible for returning any such returned goods, in good condition, to the Company.

9 GUARANTEE

- a) The Company guarantees its' goods against defects of materials or workmanship for a period of one year commencing on the date on which the goods are dispatched, or according to terms stated on the order acknowledgement, or other written agreements with the Company. The Company in so far as it is able will also pass on to the Customer the benefit of all other manufacturers' guarantees connected with the goods supplied which are not of the Company's manufacture.
- b) The Company's liability under this Clause shall apply to defects that appear during normal and proper operational use in accordance with any operating or service manuals supplied by the Company. The Company shall be under no liability in respect of any defect of the goods arising from any causes beyond the Seller's reasonable control, or to defects arising from the Customer's faulty maintenance or handling or from alterations carried out without the Company's prior authorization in writing or from repairs which have not been carried out in accordance with any operating or service manual supplied by the Company nor does it apply to normal wear and tear.
- c) The Company's liability under this Clause is limited to replacing or making good the defects in the goods.
- d) If the Company so requests, the Customer, at the expense and risk of the Customer, shall send the goods, or part thereof which are to be replaced or made good, to the Company or some other place nominated by the Company. Any repaired or substituted goods may be delivered to the Customer at the risk of the Customer but the Company may, if it wishes, pay the cost of carriage.

10 LIABILITY

- a) The Company shall be under no liability for any damage caused to the goods during transit, where the method of transit has been specified by the Customer.
- b) Although the greatest care is always taken to recommend the use of appropriate components and to advise and assist in the correct installation, the Company cannot accept any liability whatsoever for the incorrect functioning of these components after delivery or installation or for any consequential loss, injury or damage which may result from their use and the Company's liability is strictly limited to the replacement of components which are shown to have been faulty when dispatched.

- c) Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Customer by reasons of any representation, or any implied warranty, condition or other Term, or any duty at common law, or under the express Terms of the contract, or any consequential loss or damage (whether for loss of profit, business, production, or otherwise), costs, expenses or other claims for direct or consequential compensation whatsoever (and whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the goods or their use or re-sale by the Customer, except as expressly provided in these conditions. The Company's liability for damages shall not exceed the amount it received from the Customer during the twelve (12) months preceding the date the right to claim such damages arose.

11 CONTRACTS FOR SERVICES OR SPECIAL PRODUCTS

- a) In the event that a contract made between the Company and the Customer shall amount to a contract for the provision of services rather than a contract for the sale of finished goods then the provisions of these Terms and Conditions shall apply with such modifications as may be necessary, to give effect to them.
- b) Where specifications are to be supplied by the Customer they must be supplied before the contract can be entered into. Where the Customer is to supply working drawings/components these must be delivered to the Company by the agreed date. Should there be a delay in the supply of such drawings or components, the Company reserves the right to defer delivery of the goods by a period at least equivalent to such delay.
- c) Where any additional or changed information is submitted to the Company by the Customer, the Company reserves the right to increase prices to cover any costs (including overheads) arising from and any losses incurred by the Company as a result of such alteration and/or to extend the delivery period.
- d) The Company reserves the right to sub-contract the fulfilment of any order or contract or any part thereof.
- e) Any experimental results supplied or recommendations made under a Service contract or special product are given in good faith within the limitations of the data available, but no warranty, express or implied, is given as to the performance of, or results obtained from such service and the Company cannot accept any liability for the consequences of using or applying the said results or recommendations.

12 If any of these Clauses or any part of these Clauses is rendered void or unenforceable by any legislation to which it is subject it shall be void or unenforceable to that extent but no further.

13 This contract shall be governed by and construed in accordance with the Law of England.