



**BOWERS GROUP**

**Bowers Group**

Unit 3, Albany Court, Albany Park  
Camberley, Surrey, GU16 7QR

Telephone: **08708 50 90 50** Fax: **08708 50 90 60**

[www.bowers.co.uk](http://www.bowers.co.uk)

e-mail: [sales@bowers.co.uk](mailto:sales@bowers.co.uk)

## TERMS AND CONDITIONS OF SALE

'The Seller' means Bowers Metrology Limited or Moore & Wright being the Company by whom these goods are sold.

### 1. GENERAL

(a) The Seller's quotations are not binding on the Seller and a contract ('the contract') will only come into being: (i) in the case of orders to be delivered within the United Kingdom, upon acceptance by the Seller of the Customer's order; or (ii) in the case of orders to be delivered outside the United Kingdom, upon whichever shall be the later of acceptance in writing by the Seller of the Customer's order or notification to the Seller that any letter of Credit (which the Seller may have requested prior to written acceptance of the order) has been opened and that any necessary export or import licence or exchange permit has been granted and the following conditions shall be deemed to be incorporated therein.

(b) The Contract will be subject to these conditions. All terms and conditions appearing or referred to in the Customer's order or otherwise stipulated by the Customer shall have no effect. Any variation of the contract must be confirmed in writing by the Seller.

### 2. PRICES

(a) Where the goods are sold by reference to the Seller's published price list the price payable for the goods shall be the ruling price as published in the price list current at the date of despatch of the goods from the Seller's premises (in the case of orders to be delivered within the United Kingdom) or in the price list current at the date of written acknowledgment of the Customer's order by the Seller (in the case of orders to be delivered outside the United Kingdom). **The catalogue price list can be used as a guide only, due to currency fluctuations and variation in material costs the prices are subject to change without prior notice.**

(b) In other cases the price stated in the contract is based on the cost to the Seller of raw materials, fuel and power, transport and labour and all other costs at the date of acceptance of the order or quotation (whichever is earlier). If at the date of despatch of the goods from the Seller's premises there has been any increase in all or any of such costs the price payable for (the goods may at the request of the Seller be increased accordingly).

(c) Where the price for the goods is varied in accordance with this condition the price as varied shall be binding on both parties and shall not give either party any option of cancellation.

(d) Unless specifically agreed otherwise there shall be added to the price for the goods any value added tax and any other tax or duty relating to the manufacture, transportation, export, import sale or delivery of the goods (whether initially charged on or payable by the Seller to the Customer). **The price for the goods does NOT include delivery unless otherwise agreed, in the case of orders from outside the United Kingdom the price is F.O.B. UK port.** Where expedited delivery is required by the Customer, the extra cost for the expedition of the delivery shall be borne by the Customer and added to the price for the goods.

(e) Quotations in a currency other than Sterling are based on the rate of exchange fixed by the Seller at the time of acknowledging in writing the Customer's order and unless otherwise stated the price may be subject to revision by the Seller up or down if any different rate of exchange is ruling at the date of invoice.

**(f) VAT: Added to all UK invoices at current rate, all listed prices are shown exclusive of VAT**



A Spear & Jackson Company





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### 3. MINIMUM ORDER CHARGE

There is a minimum order charge of £50.00 Net

### 4. TERMS OF PAYMENT

**(a) Customers without an Authorised Credit Account: Payment in advance of delivery unless you have an Authorised Credit Account**

**(b) Customers with an Authorised Credit Account: Prices quoted are net and are in Sterling, unless otherwise agreed accounts are due for payment not later than the end of the month following the month of invoice, otherwise payment must be received by the Seller before delivery.** When deliveries are spread over a period each consignment will be invoiced as despatched and each month's invoices will be treated as a separate account and be payable accordingly. Failure to pay for any goods or for any delivery or instalment shall entitle the Seller to suspend further deliveries and work both on the same order and on any other order from the Customer without prejudice to any other right the Seller may have. The Seller also reserves the right to charge interest on overdue accounts at the rate of 2% per month. The Seller reserves the right where genuine doubts arise as to a Customer's financial position or in the case of failure to pay for any goods or any delivery or instalment as aforesaid to suspend delivery of any order or any part or instalment without liability until payment or satisfactory security for payment has been provided. Where goods are to be delivered outside the United Kingdom payment must be made against delivery of the goods or shipping documents F.O.B. UK Port unless credit arrangements within the United Kingdom approved by the Seller have been made.

### 5. TITLE TO GOODS

(a) Legal and beneficial ownership of goods shall remain with the Seller until payment in full has been received by the Seller, (i) for those goods (ii) for any other goods supplied by the Seller (iii) of any other monies due from the Customer to the Seller on any account.

(b) Until property in the goods passes to the Customer under paragraph (a) above the Customer shall: (i) be bailee of the goods (ii) keep the goods separately and readily identifiable as the property of the Seller

(c) (i) Notwithstanding paragraph (a) above the Customer may (as between it and its customer only) as principal in the ordinary course of its business sell the goods by bonafide sale at full market value or in the ordinary course of its business use the goods. (ii) Goods shall be deemed sold or used in the order delivered to the Customer. (iii) Without prejudice to (c) (ii) above, any resale by the Customer of goods in which property has not passed to the customer shall (as between the Seller and the Customer) be made by the Customer as agent for the Seller.

(d) (i) If goods in which property has not passed to the Customer are mixed with or incorporated into other goods the property in those other goods shall be held on trust by the Customer for the Seller to the full extent of the sums recoverable by the Seller under paragraph (a) above.

(ii) The proceeds of sale of any goods and any other goods referred to in paragraph (d) (i) above shall be held by the Customer in trust for the Seller to the extent of all sums recoverable by the Seller under paragraph (a) above.

(iii) The Customer shall keep any proceeds of sale as referred to in paragraph (d) (ii) above in a separate account and the Seller shall have the right to trace such proceeds.

(iv) Upon accounting to the Seller for the entire proceeds of sales made under paragraphs (c) (iii) and (d) (i) above the Customer will pay to the Seller a commission equivalent to the difference between the sums owed to the Seller and the value of such proceeds.



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(e) The Customer assigns to the Seller all rights and claims the Customer may have against its own customers and others in respect of goods specified in paragraphs (c) (ii) and (d) (i) above.

(f) At any time prior to property in goods passing to the Customer (whether or not any payment to the Seller is then overdue or the Customer's otherwise in breach of any obligation to the Seller) the Seller may without prejudice or any other of its rights: (i) retake possession of all or any part of the goods and enter any premises for that purpose (or authorize others to do so) which the Customer hereby authorizes (ii) require delivery up to it of all or any part of the goods (iii) terminate the Customer's authority to resell or use the goods forthwith by written notice to the Customer which authority shall automatically terminate (without notice) upon any insolvency of the Customer or it going into liquidation (as defined in the Insolvency Act 1986) or it having a receiver or administrative receiver appointed or it becoming subject to an administration order or calling a meeting of its creditors or any execution or distress being levied on goods in its possession.

(g) The Seller may at any time appropriate sums received from the Customer as it thinks fit notwithstanding any purported appropriation of the Customer.

(h) Each paragraph and sub-paragraph of this clause is separate severable and distinct.

## 6. WARRANTY/GUARANTEE

(a) The Seller warrants that it will (at the Seller's choice) either repair or replace or refund the full purchase price of any goods which are found in relation to the supply of goods within a period of 12 months from despatch of such goods from the Seller's premises ('the warranty period') to be defective or not in accordance with the contract or any express description or representation given or made by or on behalf of the Seller in respect of the goods save that this warranty shall not apply where the defect or fault is attributable to defective materials supplied by third parties where the Customer's only remedy will be against that third party. The Customer's remedies in respect of any claim under the foregoing express warranty or any condition or warranty implied by law or any other claim in respect of the goods or any workmanship in relation thereto (whether or not involving negligence on the part of the Seller) shall in all cases be limited to repair, replacement or refund of the purchase price as aforesaid and any condition or warranty implied by law shall cease to apply after the expiry of the warranty period; and the Seller shall not in any circumstances be liable for any damages, compensation, costs, expenses, losses or other liabilities, whether direct or consequential, and any other remedy which would otherwise be available in law is hereby excluded except to the extent that such exclusion is prohibited by any rule of law. A claim in respect of any defect or failure to comply with the specification or in respect of any delivery or instalment of any order or any part thereof shall not entitle the Customer to cancel or refuse delivery of or payment for any other order, delivery or instalment or any part of the same order, delivery or instalment.

**(b) All instruments are manufactured to the highest standards using the correspondingly high quality materials and are therefore guaranteed against faulty materials and workmanship. Should any defect arise due to faulty materials or workmanship then we undertake to repair or replace that item free of charge. Any defective item should be returned to our warehouse, carriage paid together with a covering letter clearly stating the reason for complaint. The guarantee does not cover defects arising from fair wear and tear or improper use.**

(c) Any guarantee or warranty expressly given to the end-user of any product made by the Seller is expressly excluded from these conditions and shall not be for the benefit of the Customer.

## 7. DELIVERY AND DELAYS

(a) The delivery dates specified in the contract are approximate only and unless otherwise expressly stated, time is not of the essence for delivery. The Seller will not be liable in any circumstances for the consequences of any delay in delivery or failure to deliver.



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(b) No delay shall entitle the Customer to reject any delivery or any further instalment or part of the order or any other order from the Customer or to repudiate the contract or the order.

**(c) Collection of goods: Customers are welcome to collect goods from our warehouse, however in order to avoid any inconvenience, please allow us 2 hours notification to prepare your order.**

**(d) Non delivery of goods must be advised in writing to us within 3 days of receipt of invoice, otherwise you are liable for the cost of the goods**

**(e) All items out of stock will be automatically back ordered, if you do not wish to keep any of the items on back order, please mark your order "Ex-stock or Cancel".**

#### **8. DAMAGE,**

(a) In the case of sales to Customers within the United Kingdom risk in the goods passes on despatch from the Seller's works and the Seller accepts no responsibility for any damage or loss in transit. Where relevant claims for damage or loss in transit should be made on any carrier employed by the Seller and any conditions imposed by such carrier in relation to claims for damage or loss in transit should be complied with,

(b) In the case of sales to Customers outside the United Kingdom risk passes at the point specified in the contract and the Seller will entertain a claim by the Customer in respect of loss or damage in transit only if the Customer: (i) gives written notice to the Seller within 21 days of non-delivery or within 7 days of the delivery in any other case and; (ii) where the goods are transported by an independent freight carrier, complies in all respects with the freight carrier's conditions of carriage for notifying claims for loss or damage in transit.

#### **9. DELAYED ACCEPTANCE**

If for any reason the Customer is unable to accept delivery of the goods when the goods are due and ready for delivery the Seller may arrange storage of the goods at the Customer's risk and the Customer shall be liable to the Seller for the, reasonable costs (including insurance) of such storage. This provision is without prejudice to any other right which the Seller may have in respect of the Customer's failure to take delivery of the goods or pay for them in accordance with the contract.

#### **10. TERMINATION**

If the Customer enters into a deed or arrangement or commits an act of bankruptcy or compounds with his creditors or if a receiving order is made against him or (being a company) it shall pass a resolution or the Court shall make an order that the Customer shall be wound up (otherwise than for the purposes of amalgamation or reconstruction) or shall become subject to an administration order or if a receiver (including an administrative receiver) shall be appointed of any of the assets or undertaking of the Customer or if circumstances shall arise which entitle the Court or a Creditor to appoint a receiver (including an administrative receiver) or a manager or which entitle the Court to make a winding up order or if the Customer takes or suffers any similar action in consequence of debt or if the financial responsibility of the Customer shall in the opinion of the Seller become impaired or if the Customer shall commit any breach of any part of the contract the Seller may without prejudice to its rights and remedies hereunder stop all goods in transit and suspend further deliveries and by notice in writing to the Customer may forthwith terminate the contract.





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## 11. TOLERANCES

Unless otherwise specifically agreed all tests, test pieces and inspections whatsoever required by the Customer will be charged extra. All tests and inspections (whether or not being tests of chemical composition) shall take place under the Seller's standard testing arrangements, and such tests shall be final. All tests are subject to analytical tolerances.

## 12. PATENTS

The Customer shall indemnify the Seller against all actions, costs (including the cost of defending any legal proceedings) claims proceedings, accounts and damages in respect of any infringement of alleged infringement of any patent, registered design, unregistered design right, copyright, trademark or other industrial or intellectual property rights resulting from compliance by the Seller with the Customer's instructions, whether express or implied.

## 13. INDEMNITY

The Customer agrees upon demand to indemnify the Seller against all losses, damages, injury, costs and expenses of whatever nature suffered by the Seller to the extent that the same are caused by or related to (i) designs, drawings or specifications given to the Seller by the Customer in respect of goods produced by the Seller for the Customer; or (ii) defective materials or products supplied by the Customer to the Seller and incorporated by the Seller in goods produced by the Seller for the Customer; or (iii) the improper incorporation assembly, use, processing, storage or handling of goods by the Customer.

## 14. NON-STANDARD

Where the Customer orders goods or materials of a type, size or quality not normally produced by the Seller will use all reasonable endeavours to execute the order, but if it proves impossible, impracticable or uneconomical to carry out or complete the order, the Seller reserves the right to cancel the contract or the uncompleted balance thereof in which event the Customer will only be liable to pay for the part thereof actually delivered.

## 15. PATTERNS, DIES, TOOLS,

(a) Where the Customer supplies patterns, dies, tools, drawings or equipment the Seller shall be entitled to assume that the same are in good condition, true to drawing and entirely suitable to the Seller's methods of production, and for the production of the goods ordered in the quantities required;

(b) While the Seller uses all reasonable endeavours to verify patterns, dies, tools, drawings and equipment supplied by the Customer no responsibility is accepted by the Seller for their accuracy.

(c) All replacements, alterations and repairs to the Customer's patterns, dies, tools, drawing and equipment shall be paid for by the Customer.

(d) Where the patterns, dies, tools, drawings and equipment are not supplied by the Customer only those which are specially made by the Seller and separately charged to the Customer in full shall, when paid for by the Customer become the property of the Customer.

(e) Carriage on patterns, dies, tools and equipment supplied by the Customer will be paid by the Seller in one direction only.

(f) The Seller will take all reasonable care of the Customer's patterns, dies, tools, drawings and equipment while in the Seller's possession but does not accept liability for loss or damage thereto, howsoever arising, except where neglect on the part of the Seller or its agents was the direct cause of loss or





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damage and in those circumstances the Seller's liability shall be limited to the actual cost of replacement or repair to the exclusion of all other expenses, consequential losses, loss of profits and other expenses, liabilities and losses howsoever arising.

(g) The Seller reserves the right to destroy or otherwise dispose of patterns, dies, tools, drawings and equipment in its possession or custody (whether or not the property of the Customer) from which the Customer has not required goods to be made for a period of 12 months or more in the case of patterns and three years or more in all other cases.

#### **16. PACKING**

The Seller uses its best endeavours to ensure, where necessary suitability of packing before despatch but no claim will be accepted by the Seller for breakage or damage in transit on the ground of alleged unsuitability for packing.

#### **17. SUB-CONTRACTING**

The Seller shall be entitled to sub-contract any work relating to the contract without obtaining the consent of, or giving notice to, the customer.

#### **18. CANCELLATION OF ORDERS**

**(a) Where "coded" goods are held in stock the Seller will not charge for cancellation of order if made in writing prior to shipment.**

**For "coded" goods not in stock, the Seller will charge a cancellation fee of up to 100% to cover any costs incurred by the Seller**

**(b) Any cancellation of orders for items that have been Manufactured or ordered from a Supplier against the Customers order, will be charged a cancellation fee of up to 100% to cover the costs incurred by the Seller.**

#### **19. RETURNS**

**Any Goods returned for any reason other than being faulty or damaged are subject to a 25% re-stocking charge. We cannot accept back for Credit, Replacement or Exchange goods that have been deface or engraved in any way, or if not supplied with the original packaging Manual or Certification originally supplied with the goods. Any goods returned must be returned within 30 days of date of invoice.**

#### **20. SPECIFICATIONS**

**As improvement is a continuous process, we reserve the right to change specifications without prior notification.**

#### **21. APPLICABLE LAW**

The contract shall in all respects be governed by and construed in accordance with English Law and the Customer hereby submits to the non exclusive jurisdiction of the English Courts. Conditions of Sale, applies for orders within the United Kingdom and Overseas.

