

## **CONTRACT CONDITIONS OF SALE**

### **GENERAL**

1. The company 'AML' means Applied Measurements Ltd. 'The Customer' means the person, firm or company to whom a quotation is addressed or whose order is accepted by the company. The 'goods' means the goods subject of such quotation or order.
2. All prices quoted by AML are based upon these conditions of sale and reflect the limitations upon AML's liability, which they contain. Should any customer wish to contract with AML otherwise than on the terms of such Conditions of Sale, special arrangements can be made and a revised price quoted by AML.
3. In the absence of any such special arrangement (which shall not bind AML unless in writing and signed on AML's behalf by a Director) all quotations given and all contracts made by AML and any additions or amendments thereto shall be subject to these Condition of Sale, which superseded and shall be taken to override any terms of conditions proposed or stipulated by the customer.
4. No agent or salesman of AML has authority to give any guarantee or warranty on behalf of AML or to transact business other than on the un-amended terms of these conditions of sale.

### **LIMITS OF CONTRACT**

1. No binding contract is created until an order is accepted by AML's written acknowledgement, thereof subject to these Conditions of Sale, and all prior correspondence or oral communications are to be regarded as superseded and not forming part of the contract. Acknowledgements may be sent to either the delivery address or to the offices of the Customer at AML's discretion and will be deemed to be delivered if posted by normal mail. The customer shall be liable for the contract price not withstanding any variation of detail whether by specification sheets, delivery schedule or otherwise. The contract shall be deemed to be made at AML's registered office.
2. Prices quoted are subject to revision for errors and omissions upon written notice given by either party to the other within 1 month of the date of delivery.
3. AML shall not be obliged to proceed with the execution of an accepted order unless at least 10 days before delivery date specified by AML's acknowledgment of order or any variation agreed subsequently (the delivery date) any relevant specification sheets sent to the Customer unless any alleged errors are notified within 7 days of receipt and at least 10 days before the delivery date.
4. Verbal or written orders or variation of orders will be binding upon the Customer in accordance with these conditions irrespective of whether the person giving instructions has the necessary authority, provided that he or she is one of the following: an employee of, an agent of the Customer. If the customer wishes to authorise specific persons to place orders, AML must be advised in writing of the full names and positions of the persons authorised and the extent of such authority.
5. Where in accordance with the contract the Customer is required to provide any instructions to AML, such instructions shall be supplied in time to enable AML to complete delivery within the period specified.

### **TECHNICAL DATA**

1. A quotation or tender based on drawings, designs, specifications and/or measurements supplied by the Customer which does not concur with AML's specifications and/or measurements of goods is given by AML as an estimate only of AML's prices. In no circumstances whatsoever shall AML be liable for any direct, indirect and/or consequential loss arising from any errors or omissions in the drawings, design, specifications and/or measurements supplied by the customer.

### **TITLE**

1. The implied undertakings as to title, etc, set out in Section 12 of the Sale of Goods Act 1979 shall be express terms of the contract between AML and the Customer.

### **PRICE**

1. A quotation or tender is based on the cost of materials (and any other items purchase by AML for re-sale) packing, transport, freight, insurance, labour charges, lodging allowances, import and export duties, and overhead expenses, rate of exchange between sterling and other currencies and the rate of any purchase, value added or similar tax chargeable ruling at the date thereof and all other conditions beyond the control of AML.
2. If extra expense is incurred as a result of the Customer's instructions or lack of instructions AML shall be entitled to recover such extra expenses from the Customer. In any case where drawings, plans or other information are sought from the Customer to enable AML to proceed with the execution of an accepted order the contract price may be increased by notice from AML, unless such material is furnished by the Customer to AML before entering into the contract.



### **APPLIED MEASUREMENTS LIMITED**

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ROBERT DAVIES

OLIVER MORCOM

DARREN SKIPP

Reg. No. 2583968

Last Amended: 25 July 2019

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## DELIVERY

1. Any time or date for the despatch or delivery of goods or for the completion of work whether specified in AML's quotation or otherwise given by AML shall be taken as an estimate made by AML in good faith, but shall not be binding upon AML either as a term of the contract or otherwise. In no circumstances shall AML be liable for any loss or damage sustained by the Customer in consequence of failure to deliver within such time or by such date or in consequence of any other delay in delivery however caused.
2. Unless otherwise agreed in writing delivery shall be made at the premises specified by the Customer in the order. The risk in the goods shall pass to the Customer upon delivery, which shall be deemed to have taken place when the goods have been unloaded from the delivery vehicle.
3. AML may deliver goods in instalments and invoice the Customer as if each instalment comprised a separate contract upon the terms and Conditions of Sale.
4. If the Customer is unable to accept delivery from the vehicle sent to the premises specified by the Customer in the order or if any order is cancelled by the Customer within 10 days before the delivery date referred to in conditions 2 (3) the Customer shall forthwith pay to AML a charge based on AML's current delivery policy.

## DELIVERY DEFECTS

1. AML shall not in any event be liable for any loss of or damage to the goods where an outside freight carrier transports the goods, unless the Customer has complied in all respects with the freight carrier's conditions of carriage notifying claims for loss or damage in transit.
2. Any liability which AML may incur for shortages or loss of or damage to the goods whilst in transit, or other defects which are visible externally or upon reasonable examination of the goods upon delivery, shall (i) be limited to the repair or replacement of such goods, at the option of AML and (ii) shall in no case exceed the invoice value of the goods. In no circumstances shall AML be liable for any indirect or consequential loss however caused.

## PAYMENT

1. Unless otherwise agreed in writing all accounts shall be paid 30 days from date of invoice, except where payment prior to delivery by whatever means has been stipulated as part of the contract. Cheques and money orders shall be made payable to or to the order of AML. Only AML's official receipt will be treated as valid.
2. AML shall have the right at any time to review the credit limit requirements relating to the customer and to increase or reduce the same by notice in writing to the Customer.
3. Notwithstanding condition (1), AML shall without prejudice to its other rights have the right by notice in writing to the Customer to demand immediate payment of all monies due from the Customer to AML for any goods delivered at any time.

## SET OFF

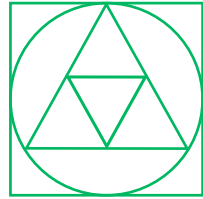
1. The Customer shall not be entitled to set off any un-agreed sums against any payment due, whether or not such sum has been notified in writing or otherwise. Deduction of such amounts subsequently agreed may only be made following written confirmation by AML of such agreement, which shall indicate the agreed amount.

## PASSING OF PROPERTY

1. The goods shall remain the sole and absolute property of AML until such time as the Customer shall have paid to AML the agreed price.
2. The Customer acknowledges that the Customer is in possession of goods solely as bailee for AML until such time as the full price thereof is paid to AML.
3. The Customer's right to possession of the goods shall cease if he, not being a company, commits on available act of bankruptcy or if he, being a company, does anything or fails to do anything which would entitle a Receiver to take possession of any assets, or which would enable any person to present a position for winding up. AML may for the purpose of recovery of its goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same.

## SUSPENSION OR CANCELLATION OF DELIVERIES

1. If the Customer shall fail to pay to AML on the due date any sum payable hereunder, or shall have a receiving order in bankruptcy made against him, or make any arrangement with his creditors, or being a body corporate shall have a receiver appointed or if any order shall be made or any resolution passed for winding up the same, then in any of such cases AML may, without prejudice to its other rights, demand immediate payment by the Customer of all unpaid accounts (whether relating to this or any other contract with AML) and suspend further deliveries and cancel this and any other contract between AML and the Customer without any liability attaching to AML in respect of such suspension or cancellation and debit the Customer with any loss sustained thereby.
2. If the Customer cancels his order AML shall be entitled to recover any loss sustained thereby from him.
3. In this condition the expression 'the Customer' shall in addition to the Customer be deemed to refer to any company (whether or not it has also agreed to purchase the goods from AML), which is a subsidiary or a holding company (as defined in section 154 Companies Act 1948) of the Customer.



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## GUARANTEE

1. New Products - AML undertakes to repair or replace, at the option of AML, any goods which are shown to be defective in materials or workmanship (not being loss of or damage to the goods whilst in transit, or other defects which are visible externally or upon reasonable examination of the goods upon delivery referred to in DELIVERY DEFECTS) within 36 months of delivery. Provided that AML shall be under no liability under the said guarantee if (a) the Customer has not paid in full for the goods or (b) the customer has failed to comply with AML's guidance for inspection storage installation and care of its products or (c) the Customer has executed or attempted to execute repairs or alterations to the goods which are not authorised by AML or has failed in any other respect to adhere strictly to the terms hereof or (d) AML has not been notified of any defect within one month of the defect becoming apparent.
2. Repaired Products - AML undertakes to repair or replace at the option of AML any goods which are shown to be defective in materials or workmanship (not being loss of or damage to the goods whilst in transit or other defects which are visible externally or upon reasonable examination of the goods upon delivery referred to in DELIVERY DEFECTS) within 12 months of delivery. Provided that AML shall be under no liability under the said guarantee if (a) the Customer has not paid in full for the goods or (b) the customer has failed to comply with AML's guidance for inspection storage installation and care of its products or (c) the Customer has executed or attempted to execute repairs or alterations to the goods which are not authorised by AML or has failed in any other respect to adhere strictly to the terms hereof or (d) AML has not been notified of any defect within one month of the defect becoming apparent.

## EXCLUSION OF LIABILITY

1. AML's guarantee is provided by AML and accepted by the Customer in substitution for all express or implied representations, conditions and warranties statutory or otherwise as to (a) the state, quality, fitness for purpose or performance of the goods and (b) the standard of AML's workmanship and the state, quality, fitness or performance of any material used in connection therewith and all such representations conditions and warranties are hereby expressly excluded.
2. Except for any liability which it may incur for death or personal injury resulting from negligence AML shall not be liable in any manner whatsoever whether in contract, in tort, in misrepresentation or otherwise for any consequential (including without limitation any costs of removal, fitting or decorations) or other loss, damage or injury however caused which may arise out of, or in connection with, the supply of goods to, or the execution of any work for, the Customer (including goods supplied and work executed under the said guarantee).

## LIEN

1. AML shall have a general lien in respect of all sums due from the Customer upon all goods to be supplied in the Customer or upon which work has been done on the Customer's behalf and, upon 14 days written notice to the Customer, may sell such goods and apply the proceeds toward the satisfaction of the sum of.

## PATENTS

1. The Customer warrants that any design or instruction furnished or given to AML shall not be such as to cause AML to infringe any letter patent registered designs or trademarks in the execution of the Customers order. The customer shall indemnify AML against all claims actions and cost made or brought against AML (whether in England or elsewhere) in respect of the infringement of any UK or foreign patent, trademark, trade name, registered design or similar right.

## FORCE MAJEURE

1. If the performance of the contract by AML shall be delayed by any circumstances or conditions beyond the control of AML, AML shall have the right at its option (a) to suspend further performance of the contract until such time as the cause of the delay shall no longer be present or (b) to be discharged from further performance of any liability under the contract.

## SEVERANCE

1. If any condition herein shall be deemed void for any reason whatsoever, but would be valid if part of the wording thereof were deleted, any such condition shall apply which such modifications as may be necessary to make it valid and effective.

## DEALS AS CONSUMER

1. Nothing in these conditions shall affect the statutory rights of a Customer who in relation to AML 'deals as consumer' as defined in section 12 of the Unfair Contract terms 1977 or any amendment or modification thereof.

## LEGAL CONSTRUCTION

1. This contract shall be constructed with English Law and shall be subject to the jurisdiction of the English Courts.



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