

## TERMS & CONDITIONS OF SALE

### 1. Definitions

In these Conditions of Sales unless the context otherwise requires:-

The Seller, "PPM" shall mean Pulsar Process Measurement Ltd whose registered office is Cardinal Building, Enigma Commercial Centre, Sandy's Road, Malvern, Worcs. WR14 1JJ

The "Purchaser" shall mean the person or company to whom PPM sells the Goods (as defined below).

The "Contract" shall mean a contract for the supply of the Goods subject to these conditions created either on written acceptance by the Purchaser of the quotation from PPM within the validity period specified on the quotation.

"WEEE" shall mean waste electrical and electronic equipment as defined in the WEEE regulations.

"WEEE Regulations" shall mean The Waste Electrical and Electronic Regulations 2006 (SI 2006/3289)

### 2. Intention

Unless PPM expressly agrees in writing to the contrary these Conditions of Sale represent the only terms on which PPM will sell the Goods and will apply instead of any set of standard terms or conditions on or attached to or otherwise forming part of the order form of the Purchaser or any other document of the Purchaser relating to the goods.

### 3. Creation of Contract

On request by the Purchaser, PPM will issue a quotation giving prices and a programme for delivery of the Goods. Within the valid period specified on any quotation the Purchaser may accept such quotation by written acceptance to PPM or by placing a purchase order referring to such quotation unless PPM has prior to the date of receipt of such acceptance or order withdrawn the quotation.

### 4. Price

Unless otherwise agreed between the parties the price of each item of the Goods shall be as stated in PPM's quotation but PPM reserves the right to change the quoted price by giving notice to the Purchaser at any time before despatch.

### 5. Payment

If there is any query on the invoice, notification is required within 14 days of date of invoice.

Payment of the Goods shall be made in full by the Purchaser within **30 DAYS FROM DATE OF INVOICE**.

Cheques or Bankers' Drafts shall be made payable to Pulsar Process Measurement Ltd., Cardinal Building, Enigma Commercial Centre, Sandy's Road, Malvern, Worcestershire WR14 1JJ., or such address as PPM may notify to the Purchaser in writing from time to time.

BAC's payments and transfers are also acceptable and shall be deposited not later than the due date of payment into the bank account of PPM. Bank details are available on request.

Unless otherwise agreed, all payments to PPM shall be made in GBP Sterling. All payments shall be made without any withholding, set-off or deduction whatsoever. If any sums payable by the Purchaser are not paid by the specified date of payment PPM reserves the right to charge the Purchaser interest calculated on a daily basis after, as well as before any judgement on any outstanding sums for the period for which such sums remain outstanding after the specified date of payment. Interest payable shall be calculated at a rate per annum equivalent to the Base Lending Rate of the National Westminster Bank plus 4%.

All payments due under this Clause 5 shall only be deemed to have been made when cleared or Goods value funds have been received by PPM and credited to the account specified.

### 6. Delivery

Delivery of the Goods shall be ex works. All charges for post and packing will be charged to the Purchaser. Arrangements will be made with a suitable carrier or as specified by the Purchaser for delivery to the Purchaser's address on the date specified. The Purchaser shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

### 7. Warranty and Liability

PPM warrants that it will, at its option, replace, repair or refund products supplied by PPM in which, under proper use, defects appear, subject to the claim being made in writing to PPM within 24 months after despatch or such other period as may be indicated by PPM for specific Goods from time to time, provided that the Goods or parts to which the claim relates are returned to PPM within that period suitably packaged and carriage paid and, where relevant, in accordance with any particular instructions which PPM may have notified to the Purchaser at the time of supply. Returned Goods or parts must be accompanied by an advice note stating the original invoice number in respect of the Goods and the nature of any claimed defect, together with such further information as PPM may stipulate. In cases where the Goods are replaced, the returned Goods shall become the property of PPM. This 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 which by law cannot be excluded.

PPM shall be under no liability whatever to the Purchaser for any indirect loss and/or expense (including loss of profit) suffered by the Purchaser arising out of breach by PPM of the Contract. In the event of any breach of this Contract by PPM the remedies of the Purchaser shall be limited to damages. Under no circumstances shall the liability of PPM exceed the price of the Goods. PPM shall not be liable for any loss or damage whatever due to failure by PPM to deliver the Goods (or any part of them) promptly or at all.

### 8. Quality Statement

PPM is registered by SIRA Certification Service to BS EN ISO9001:2008, Certificate No. 950136. Where the Goods fall within the scope of registration they will be manufactured under the Quality Assurance Certificate held by PPM.

### 9. Copyrights & Patents

Goods offered for sale by PPM are subject to any patent, trade mark, registered design, copyright, topography right or other right of any person.

### 10. Force Majeure

If PPM is hindered or prevented from performing any contract owing to any cause beyond reasonable control of PPM or by its inability to procure services, materials or articles required for the performance of the contract except at enhanced prices, PPM may at its sole option delay the performance of or cancel the whole or any part of the contract and shall not be held responsible for such delay or cancellation or any inability to delivery.

### 11. Choice of Law

All contracts between PPM and the Purchaser shall be governed by and interpreted in accordance with English Law and the Purchaser submits to the jurisdiction of the High Court of Justice in England. PPM may enforce any such contract in any court of competent jurisdiction.

### 12. Retention of Title

The Goods shall remain the property of PPM until payment in full by the Purchaser to PPM. All tooling and software used to carry out the Contract shall remain the property of PPM at all times and shall not pass to the Purchaser with title to the Goods.

### 13. Repair Conditions

PPM provides a repair facility in relation to the Goods with a corresponding charge when they are not eligible for claims under warranty, whether by reason of the time elapsed since purchase or for some other reason. This service is subject to availability of parts and is only available if the Goods have not suffered excessive physical or electrical damage and are free from modifications other than those undertaken by PPM at the request of the Purchaser. Such goods are accepted by PPM for repair subject to the following conditions:-

(a) PPM may at its absolute discretion either repair Goods which it accepts for repair or replace them with substitute Goods.

(b) In house turn round target in respect of Goods accepted by PPM for repair is 10 working days from receipt to despatch, but PPM shall be under no liability if it fails to comply with such target.

(c) Any part of any substitute Goods supplied by PPM under this service is supplied subject to the Conditions of Sale current at the date that the repaired or substituted Goods are despatched by PPM, save that any warranty claims made in respect of any such Goods must be made within 24 months of the date of the invoice in respect of the repair, or such other periods as may be indicated by PPM for specified Goods from time to time.

(d) PPM warrants that it will at its option rectify defective repair work performed under this facility or supply to the Purchaser free of charge substitute Goods in place of the defectively repaired Goods subject to the Purchaser submitting to PPM both a written claim specifying the defect and the repaired Goods in question being received by PPM within 24 months of the date of the invoice in respect of the repair or such other periods as may be indicated by PPM for specific Goods from time to time. This warranty shall be in lieu of any warranty or condition implied by law relating to repair work under this repair facility except any implied by law which cannot by law be excluded.

(e) Save as provided in clause (d) above, PPM shall not be under any liability whether in contract, tort or otherwise and whether or not resulting from the negligence of PPM or of its employees, agents or sub-contractors in respect of defective repair work or for any damage or loss resulting there from or from the failure to give advice or information or the giving of incorrect advice or information.

(f) In no event shall any breach of contract on the part of PPM, or tort (including negligence) or failure of any kind on the part of PPM or of its employees, agents or sub-contractors give rise to any liability for loss of revenue or any consequential or indirect loss of damage arising from any cause whatsoever.

(g) PPM's liability (if any) whether in contract, tort or otherwise in respect of any matter arising from or in connection with the repair facility for Goods or of any duty owed to the Purchaser in respect thereof shall be further limited to the value of the part repaired.

(h) Repair charges are subject to VAT at the rate current at the time of invoice.

### 14. WEEE

The Purchaser shall:-

(a) Be responsible for financing the collection, treatment, recovery and environmentally sound disposal of:

i. All WEEE arising or deriving from the Goods, and

ii. All WEEE arising or deriving from Goods placed on the market prior to 13<sup>th</sup> August 2005 where such Goods are to be replaced by the Goods and the Goods are of an equivalent type of are fulfilling the same function as that of such Goods;

(b) Comply with all additional obligations placed upon the Purchaser by the WEEE Regulations by virtue of the Purchaser accepting the responsibility set out in clause 14 (a); and

(c) Provide the Purchaser's WEEE compliance scheme operator with such data, documents, information and other assistance as such scheme operator may from time to time reasonably require to enable such operator to satisfy the obligations assumed by it as a result of the Seller's membership of the operator's compliance scheme.

(d) The Purchaser shall be responsible for all costs and expenses arising from and relating to its obligations in clause 14.

(e) Further information in respect of the arrangements set out in clause 14 can be found at [www.electrolink.eu.com](http://www.electrolink.eu.com) by clicking on the 'WEEE FINAL USERS' button and quoting WEEE registration number WEE/HE0060TU where prompted.