

(Feb 2010)

TERMS AND CONDITIONS FOR THE SALE OF GOODS

1. Definitions

Customer the person or company who buys or agrees to buy the goods from Sapphire Research & Electronics Ltd. (hereinafter called Sapphire).

Conditions the terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by Sapphire.

Goods the equipment, articles or services which the Customer agrees to buy from Sapphire.

Price the price for the Goods, excluding VAT and any carriage, packaging and insurance costs.

Sapphire means *Sapphire Research & Electronics Ltd.* Of

**Amerena House
Ferndale,
RCT
CF43 4ST**

2. Conditions

2.1 These Conditions shall form the basis of the contract between Sapphire and the Customer in relation to the sale of Goods, to the exclusion of all other terms and conditions including the Customer's standard conditions of purchase or any other conditions which the Customer may purport to apply under any purchase order or confirmation of order or any other document.

2.2 All orders for Goods shall be deemed to be an offer by the Customer to purchase Goods from Sapphire pursuant to these Conditions.

2.3 Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Customer's acceptance of these Conditions.

2.4 These Conditions may not be varied except by the written agreement of a director of Sapphire.

2.5 These Conditions represent the whole of the agreement between Sapphire and the Customer. They supersede any other conditions previously issued.

3. Price

The Price shall be the price quoted by Sapphire. The Price is exclusive of VAT and carriage which shall be due at the rate in force on the date of Sapphire's invoice.

4. Payment and Interest

- 4.1 Payment of the Price and VAT shall be due within 30 days of the date of Sapphire's invoice.
- 4.2 Interest on overdue invoices shall accrue from the date when payment becomes due calculated on a daily basis until the date of payment at the rate of 5% per annum above the Bank of England base rate from time to time in force. Such interest shall accrue after as well as before any judgment.
- 4.3 The Customer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted by Sapphire.

5. Goods

The quantity and description of the Goods shall be as set out in Sapphire's confirmation of order.

6. Warranties

Sapphire warrants that the Goods will at the time of delivery correspond to the description given by Sapphire in the confirmation of order. [Except where the Customer is dealing as a consumer (as defined in section 12 of the Unfair Contract Terms Act 1977), all other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods are excluded]. The duration and nature of Sapphires obligation shall be limited to supplying at the Sapphire's expense the labour and parts necessary to remedy such defects provided that the defective goods are delivered to Sapphire at the customer's expense within 12 months of the date of original shipment, unless otherwise specified. Sapphire will accept no responsibility whatsoever for any defects of whatever nature where the goods are being used in conjunction with equipment not approved by Sapphire or where evidence of misuse is apparent.

7. Delivery of the Goods

- 7.1 Delivery of the Goods shall be made to the address specified by the customer. The Customer shall make all arrangements necessary to take delivery of the Goods on the day notified by Sapphire for delivery.
- 7.2 Sapphire undertakes to use its reasonable endeavours to despatch the Goods on an agreed delivery date, but does not guarantee to do so. Time of delivery shall not be of the essence of the contract.
- 7.3 Sapphire shall not be liable to the Customer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the Goods. If short delivery does take place, the Customer undertakes not to reject the Goods but to accept the Goods delivered as part performance of the contract.
- 7.4 If the Customer fails to take delivery of the Goods on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for despatch, Sapphire shall be entitled to store and insure the Goods and to charge the Customer the reasonable costs of so doing.

8. Cancellation of order

No orders given to Sapphire can be cancelled without their consent in writing having been obtained and it shall be an implied condition of such cancellation that the customer will indemnify Sapphire against all reasonable loss and expenses occasioned thereby.

9. Acceptance of the Goods

9.1 The Customer shall be deemed to have accepted the Goods 48 hours after delivery to the Customer.

9.2 The Customer shall carry out a thorough inspection of the Goods within 48 hours of delivery and shall give written notification to Sapphire within 5 working days of delivery of the Goods of any defects which a reasonable examination would have revealed.

9.3 Where the Customer has accepted, or has been deemed to have accepted, the Goods the Customer shall not be entitled to reject Goods which are not in accordance with the contract.

10. Title and risk

10.1 Risk shall pass on delivery of the Goods to the Customer's address.

10.2 Notwithstanding the earlier passing of risk, title in the Goods shall remain with Sapphire and shall not pass to the Customer until the amount due under the invoice for them (including interest and costs) has been paid in full.

10.3 Until title passes the Customer shall hold the Goods as bailee for Sapphire and shall store or mark them so that they can at all times be identified as the property of Sapphire.

10.4 Sapphire may at any time before title passes and without any liability to the Customer:

10.4.1 repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Customer's right to use, sell or otherwise deal in them; and

10.4.2 for that purpose (or determining what if any Goods are held by the Customer and inspecting them) enter any premises of or occupied by the Customer.

10.5 Sapphire may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Customer.

11. Carriage of Goods

Carriage and packing will be chargeable on all sales.

Company Name.

Name. **Date.**

Signed.

Position.