

# CONDITIONS OF SALE

## 1.0 Definitions

In these Terms and Conditions the following words have attributed to them the meanings specified

- 1.1 'Goods' shall mean all goods and services which the Customer agrees to buy from Quotronics Ltd. Limited including replacements for defective Goods, hardware documentation and software products licensed for use by the Customer.
- 1.2 'Quotronics Ltd.' shall mean Quotronics Ltd. Limited, whose principal place of business and registered office is at 35 Lee Street, Horley, Surrey RH6 8ER UK.
- 1.3 'Contract' shall mean the Contract between Quotronics Ltd. and the Customer for the sale of Goods by Quotronics Ltd. to the Customer.
- 1.4 'Customer or Consumer' shall mean the person, company or any other body that purchases or agrees to purchase Goods as a Consumer Trade Customer.
- 1.5 'Working Days' shall mean Monday to Friday inclusive but exclusive of Bank Holidays.
- 1.6 'Customer's Registered Address' shall mean the address of the Customer that is already registered with Quotronics Ltd. or the address registered with the issuing company of any debit or credit card which is used as a means of payment for Goods.

## 2 General

- 2.1 All orders for Goods are accepted by Quotronics Ltd. subject to these terms and conditions of sale which supersede any other terms and conditions previously published. These constitute the entire understanding between Quotronics Ltd. and the Customer for the sale of Goods.
- 2.2 All descriptions and illustrations shown on the official Batak web site at <http://www.batak.com> or any price list or otherwise communicated to the Customer are intended as guidance only and illustrations and descriptions may vary. Quotronics Ltd. will use its best endeavours to ensure that all descriptions and advice offered are correct, but it is the customers own responsibility to ensure that the requirements and expectations and use of the product in the way intended by the Customer are clear and correctly stated as this is relevant to the information then offered by Quotronics Ltd.

## 3 Prices

- 3.1 All prices for the Goods are in pounds Sterling and subject to Value Added Tax (VAT) at the relevant rate ruling on the date of despatch and do not include the cost of carriage, packaging or other charges which becomes payable under any contract with Quotronics Ltd..
- 3.2 Whilst every endeavour will be made to maintain the prices in the catalogue Quotronics Ltd. reserves the right to alter prices at any time.
- 3.3 Any change in price will be communicated to the customer at the time of ordering.

## 4 Orders

- 4.1 All orders by post should be addressed directly to Quotronics Ltd..
- 4.2 Written confirmation is not required for a telephone order, but if the Customer sends written confirmation such confirmation must be marked 'Confirmation Only' so as to avoid liability for a duplicated delivery. Any resulting duplication of delivery shall be the responsibility of the Customer.
- 4.3 Orders submitted by fax be addressed directly to Quotronics Ltd..
- 4.4 Quotronics Ltd. reserves the right to deliver part orders, or hold orders until all items are available, as required.
- 4.5 Quotronics Ltd. reserves the right to decline to trade with any person or organisation. In addition, and notwithstanding any other provisions of these conditions of sale, Quotronics Ltd. may decline to accept any order, whether or not payment has been received, by giving notice of non-acceptance to the Customer by email, facsimile or telephone within 24 hours (excluding weekends and public holidays) of receipt by Quotronics Ltd. of an order. In the event that Quotronics Ltd. declines to accept an order in respect of which payment has been received, the full amount of such payment will be refunded.

## 5 Credit Account Orders

- 5.1 Quotronics Ltd. do not permit credit account orders for any Goods.

## 6 Posting and Packing Charge

Delivery is at cost to the Customer within the UK mainland. For orders under £25 inclusive of VAT a small order charge will be levied. The current charge can be ascertained by contacting Quotronics Ltd.

## 7 Payments

- 7.1 Payment shall be made by the Customer for all monies owed to Quotronics Ltd. in respect of orders placed for Goods.
- 7.2 Payment shall be made at the time that the order is placed unless otherwise stipulated by Quotronics Ltd.. Payment may be made by, and is acceptable by, cash, cheque or Bank Wire Transfer. Cheques should be made payable to 'Quotronics Ltd. System Engineering'

## **8 Ownership and Risk**

8.1 The risk of damage to or loss of Goods ordered from Quotronics Ltd. will pass to the Customer when the goods are delivered.

8.2 Conditions 8.3, 8.4, 8.5 and 8.6 shall not apply to any Consumer.

8.3 Until property in the Goods passes to the Customer, the Customer shall hold the Goods and each of them on a fiduciary basis as bailee for Quotronics Ltd.. The Customer shall store the Goods (at no cost to Quotronics Ltd.) separately from all other Goods in its possession and marked in such a way that they are clearly identified as Quotronics Ltd. property. Notwithstanding that the Goods (or any part of them) remain the property of Quotronics Ltd. the Customer may sell or use the Goods in the ordinary course of the Customer's business at full market value for the account of Quotronics Ltd.. Any such sale or dealing shall be a sale or use of Quotronics Ltd. Property by the Customer on the Customer's own behalf and the Customer shall deal as principal when making such sales or dealings. Until property of the Goods passes from Quotronics Ltd. the entire proceeds of sale or otherwise of the Goods shall be held in trust for Quotronics Ltd. And shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as Quotronics Ltd. money. Quotronics Ltd. Shall be entitled to recover the price of the Goods (including VAT and all other monies due to Quotronics Ltd. from the Customer) notwithstanding that property in any of the Goods has not passed from Quotronics Ltd..

8.4 Until such time as the property in the Goods passes from Quotronics Ltd., the Customer shall upon request deliver up such of the Goods as have not ceased to be in existence or resold to Quotronics Ltd.. If the Customer fails to return Goods, Quotronics Ltd. may apply to enter any premises owned occupied or controlled by the Customer where the Goods are situated and repossess the Goods. On the making of such request to deliver up the rights of the Customer contained in the preceding Condition shall cease.

8.5 The Customer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods that are the property of Quotronics Ltd.. Without prejudice to the other rights of Quotronics Ltd., if the Customer does so all sums whatever owing by the Customer shall forthwith become due and payable.

8.6 The Customer shall insure and keep insured the Goods to the full value against 'all risks' to the reasonable satisfaction of Quotronics Ltd. until the date that property in the Goods passes from Quotronics Ltd. and shall, whenever requested by Quotronics Ltd., produce a copy of the policy of insurance and evidence of payment of premium. Without prejudice to the other rights of Quotronics Ltd., if the Customer fails to pay any sums whatever owing by the Customer on the due date, all sums due to Quotronics Ltd. shall forthwith become due and payable.

## **9 Delivery**

9.1 Delivery will normally only be made to the Customer's registered address unless notified to Quotronics Ltd. In writing beforehand.

## **10 Export**

10.1 Carriage will be charged on orders involving Export at the appropriate rate prevailing at the date of despatch.

10.2 The Customer is responsible at their own expense to obtain any import or export license or any other documentation deemed necessary by any compliant authority.

## **11 Transit Delays and Non-Delivery**

11.1 The Customer must inspect the Goods as soon as reasonably practicable after delivery and shall within 14 days of such delivery or receipt give notice to the Customer Service Department of Quotronics Ltd. of any damage or defect in the Goods.

11.2 Queries regarding shortages of Goods must be made within 14 days of delivery date and must be accompanied by the despatch note. Queries regarding Goods invoiced but not delivered must be made to the Customer Service Department of Quotronics Ltd. within 14 days of invoice date and the invoice number must be quoted.

11.3 If the Customer fails to give such notice, the Goods shall be conclusively presumed to be in all respects in accordance with the Contract and free from any damage or defect which would be apparent on reasonable examination, and the Customer shall be deemed to have accepted the Goods accordingly.

11.4 SHOULD THE CUSTOMER DECIDE TO ACCEPT A DELIVERY TO THEM IN A DAMAGED CONDITION THEY MUST ENDORSE THE CARRIERS DELIVERY DOCUMENTATION.

11.5 Quotronics Ltd. shall not be liable to compensate the Customer by way of damages or otherwise for nondelivery or late delivery of the Goods or any of them or for any loss consequential or otherwise arising from nondelivery or late delivery.

11.6 Conditions 14.1 to 14.5 inclusive do not affect the statutory rights of a consumer.

## **12 Order Cancellations**

Because of the specialized nature of Quotronics Ltd. Products within the Batak Range (which are generally made to special order) cancellation is only accepted if work has not commenced.

**13 Product Warranty** Please refer to the main Website

**14 General Descriptive Matter**

14.1 Whilst every endeavour is made to ensure accuracy, all specifications, illustrations or other details or advertising material or otherwise communicated to the Customer are intended merely to present general information of the Goods. Descriptions and illustrations may vary.

14.2 If the description of any Goods which are not directly manufactured by Quotronics Ltd. contained in any correspondence, or invoice varies from that of the manufacturer's description, then the manufacturer's description will be deemed to be the correct description and shall take precedence over the description assigned by Quotronics Ltd.. The updated and complete manufacturer's description is available from Quotronics Ltd. on request before any order is placed.

14.3 In the event of any material change to any description of goods shown on <http://www.batak.com> Quotronics Ltd. will advise the Customer of the revised description prior to any order being accepted by Quotronics Ltd..

14.4 Quotronics Ltd. reserves the right without prior notice to discontinue any Goods or to make design changes as part of a continuous programme of improvement or to assist availability.

**15 Product Performance** The responsibility for ensuring that Goods are sufficient and suitable for the Customer's requirements rests with the Customer save insofar as Quotronics Ltd. Have specifically advised the Customer that the Goods are sufficient and suitable for the Customer's purposes.

**16 Limitation of Liability**

16.1 The Customer will be responsible for ensuring the fitness for purpose of the Goods for the Customer's application unless the purpose is previously notified to Quotronics Ltd..

16.2 To the extent permitted by law, Quotronics Ltd. accepts no liability whatsoever or howsoever arising in respect of loss, damage or expense arising from errors in information or advice provided whether or not due to Quotronics Ltd.'s negligence or that of its employees, agents or sub-contractors save for any loss or damage arising from death or personal injury.

16.3 To the extent permitted by law, Quotronics Ltd. Shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of any Contract with the Customer, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of Quotronics Ltd., its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Customer.

16.4 The entire liability of Quotronics Ltd. under or in connection with the Contract with the Customer shall not exceed the price of the Goods except as expressly provided in these terms and conditions.

**17 Force Majeure**

Quotronics Ltd. shall not be liable to the Customer or deemed to be in breach of Contract by reason of any delay in performing, or any failure to perform, any obligations of Quotronics Ltd. in relation to the Goods, provided that the delay or failure was due to any cause beyond reasonable control of Quotronics Ltd.. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond reasonable control of Quotronics Ltd.: Act of God, explosion, flood, tempest, fire or accident; war or threat of war, sabotage, insurrection, civil disturbance or requisition; acts, restrictions, regulations bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of Quotronics Ltd. or of a third party); difficulties in obtaining raw materials, labour, fuel, parts or machinery; power failure or breakdown in machinery.

**18 Law**

All contracts between Quotronics Ltd. and the Customer shall be governed by and interpreted in accordance with English Law and both Quotronics Ltd. and the Customer submits to the exclusive jurisdiction of any competent Court in England.

**19 Insolvency**

19.1 If the Customer fails to make payment for the Goods in accordance with these Terms and Conditions or permits any other breach of any contract for sale or if any distress or execution shall be levied upon any of the Customers goods or if the Customer offers to make any arrangement with its creditors or if any petition in bankruptcy is presented against the Customer or the Customer is unable to pay its debts as they fall due or if any petition in bankruptcy is presented against the Customer or if being a limited company any resolution or petition to wind up the Customer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if a Receiver, Administrative Receiver or Manager shall be appointed over the whole or any part of the Customer's business or assets or if any petition for the appointment of any administrator is presented against the Customer or if the Customer shall suffer any actions or proceedings under foreign law all sums outstanding in respect of the Goods shall become payable immediately.

19.2 Quotronics Ltd. may in its absolute discretion and without prejudice to any other rights which it may have suspend all future deliveries of Goods to the Customer and/or terminate any contract without liability upon its part; and/or exercise any of its rights pursuant to this Terms and Conditions.

**20 Headings**

All headings in these Terms and Conditions are for ease of reference only and shall not affect the construction of any contract between Quotronics Ltd. and a Customer.

**21 Severance**

Any provision of any contract with Quotronics Ltd. which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of any Contract.

**22 Waiver**

No waiver or forbearance by Quotronics Ltd. (whether expressed or implied) in enforcing any of its rights under any contract shall prejudice its right to do so in the