

**THAMES SIDE SENSORS LTD**  
**CONDITIONS OF TENDER AND SALE**

1. In these conditions:-  
“the Seller” shall mean Thames Side Sensors Limited.  
“the Buyer” shall mean the buyer whose name appears overleaf.  
“the Goods” shall mean the goods described overleaf; and  
“the Price” shall mean the total price payable by the Buyer for the Goods including Value Added Tax or any similar or replacement tax where applicable.
2. These conditions are the sole conditions of the Contract between the Seller and the Buyer. No variation of these conditions shall be valid unless made in writing and signed by both parties. Any inconsistent term or condition in any document of the Buyer is agreed to be void and of no effect and shall form no part of the Contract between the Seller and the Buyer.
3. Any tender hereby made is open for acceptance (unless previously withdrawn by the Seller) for not more than 21 days from the date hereof and is subject to confirmation on receipt of order.
4. A quotation hereby given by the Seller shall not be regarded by the Buyer as an offer and orders resulting there-from shall not be considered binding until such time as the Seller has accepted the Buyer’s offer in writing.
5. (a) Prices quoted are net. Where an order is delivered in instalments and invoice will be submitted for each consignment and each invoice shall be treated as a separate account and be payable accordingly;  
(b) Prices quoted may increase proportionally for any increase in the cost of materials and/or labour between the date of quotation and the date of delivery.
6. The seller will arrange the carriage of the Goods to the Buyer and will charge the cost of carriage additionally to the Buyer.
7. Unless otherwise agreed to by us in writing all special tests and inspections required by the Buyer shall be carried out at our works at the expense of the Buyer. When any Goods have been finally passed as satisfactory by a representative of the Buyer the same shall be deemed to comply with the Seller’s obligations hereunder in all respects and to claim thereafter that the Goods are defective or unsatisfactory in any respect can be made by the Buyer.
8. (a) Payment of the Price shall be made within 30 days of submission of an invoice by the Seller. The Buyer agrees to pay interest at the rate of 5% above the base rate from time to time of National Westminster Bank Plc or 10% per annum (whichever shall be the higher) on any sums overdue to the Seller;  
(b) In the event of the Buyer failing to fulfil the terms of payment or if the Seller shall at any time have any doubts about the solvency or financial responsibility of

the Buyer the Seller shall be entitled to refuse to make any further delivery of the Goods under this or any other contract except upon receipt of cash or other security from the Seller prior to the delivery of the Goods.

9. The Seller's liability in respect of any claim made by the Buyer in respect of the Goods shall be limited to the price of those Goods.
10.
  - (a) The Seller accepts liability for any death or personal injury resulting from its negligence;
  - (b) This Contract shall be subject to the implied conditions set out in Section 12 of the Sale of Goods Act 1979;
  - (c) Where the Buyer is dealing as consumer and this Contract is not an International Supply Contract, this Contract shall be subject to the implied conditions set out in Sections 13, 14 and 15 of the Sale of Goods Act 1979;
  - (d) Save as aforesaid in (a) (b) and (c) all conditions and warranties as to the conformity of any goods with sample or description or as to the condition quality or fitness of any purpose whatsoever of the Goods are excluded;
  - (e) Save as aforesaid the Seller shall not be liable for any loss or damage whether caused by negligence of the Seller its servants or agents or in any other way whatsoever and shall in no circumstances be liable for any loss of profit business or production or any similar loss or damage whether direct indirect or consequential howsoever caused.
11.
  - (a) The Seller will replace or correct any defective parts resulting from faulty design materials or workmanship of the Goods by the Seller for a period, depending on the load cell model of twelve or sixty months from the date of delivery ("the Warranty").
  - (b) The Warranty does not cover items which the Buyer itself must be capable of checking and replacing. The Seller shall not be responsible for the repairs necessitated by the Buyer failing to comply with the appropriate operating and maintenance instructions nor for repairs necessitated by maltreatment or any cause which cannot be traced to the equipment itself (eg lightning strike). The Warranty is not valid without written permission from the Seller if the Goods are repaired altered or rebuilt in any way by persons other than the Seller's personnel. The Warranty shall not be valid if the Buyer having discovered or suspecting an error in the Goods neglects to notify the Seller of the suspected error and continues to use the Goods without the Seller's specific permission.
12.
  - (a) All goods delivered to the Buyer shall be at the Buyer's risk from the time they leave the premises of the Seller. The Buyer should insure against any loss or damage occurring thereafter;
  - (b) All Goods delivered to the Buyer shall remain in the legal and beneficial ownership of the Seller until all sums due from the Buyer to the Seller under this or any other Contract have been paid in full. Prior to such payment in full the Buyer shall hold all such Goods separately from any other goods in the Buyer's possession;
  - (c) Notwithstanding that the Goods have not been paid for in full the Buyer as bailee for the Seller and not otherwise shall have the power and right to sell such Goods and all proceeds of sale shall be retained by the Buyer (and is so required by the Seller in a separate bank or other account) and held by the Buyer in trust

for the Seller beneficially until all sums due from the Buyer to the Seller under this or any other contract have been paid in full.

13.
  - (a) If no time for delivery is provided in the Contract the Buyer shall be bound to accept the Goods when they are ready for delivery by the Seller;
  - (b) If a time for delivery is specified it should be an estimate only and shall date from the receipt by the Seller or definite instruction to proceed together with the necessary information and completed drawings or patterns if these are supplied by the Buyer;
  - (c) Unless otherwise agreed in writing the place for delivery of the Goods shall be the Buyer's premises as specified overleaf;
  - (d) In the event of delivery being wholly or partly suspended or delayed by act of God fire accident riot civil commotion hostilities war strikes lock-outs import and/or export restrictions emergency breakdown of plant non-delivery of raw materials or of any other event of any kind whatsoever which is beyond the control of the Seller the Buyer shall have no right to cancel the Contract but shall accept delivery of the Goods at such time after the termination of such suspension or delay as the Seller is reasonably able to deliver the Goods having regard to the Seller's commitments to other customers. If however delivery of the Goods is suspended or delayed for a period exceeding three months from the date when the Goods would otherwise have become due for delivery to the Buyer then unless otherwise agreed in writing so much of the Contract as relates to the Goods shall automatically be cancelled and the Contract shall remain in full force with regard to other goods covered by the contract;
  - (e) The Seller shall in no circumstances be liable to the Buyer for any loss or damage howsoever caused resulting from non-delivery or late delivery of any of the Goods;
  - (f) Acceptance of delivery by or on behalf of the Buyer shall be conclusive that the Buyer has examined the Goods and has found them to be in every way satisfactory and fit for the purpose for which they might be required.
  
14.
  - (a) In no circumstances shall the Seller be bound or in any way liable for any representation made or any information or advice given to the Buyer or to any other person whatsoever by the Seller or by any person who is or who is deemed by law to be an agent of the Seller where the said representation is made or information or advice is given in pursuance of this or any other Contract or in any other way whatsoever;
  - (b) The Seller shall in no circumstances be bound by or liable for any description information or illustration contained in a catalogue price list brochure leaflet or other document of any kind and nothing contained in any such document shall form part of this or any Contract between the Seller and the Buyer;
  - (c) In placing an order for the Goods or any item thereof the Buyer warrants that it has tested goods of that description and specification and that such goods are suitable for any purpose for which the Buyer may require them.
  
15.
  - (a) Notwithstanding anything contained in these conditions the Seller shall be under no liability to the Buyer unless written notice of the Buyer's claim is received by the Seller within 10 days of delivery of the Goods to the Buyer or to the Buyer's order or where a claim is in respect of an alleged failure to deliver the Goods within 10 days of the date of the Seller's invoice. Claims under the

Warranty contained in these conditions must be made within 7 days of the occurrence which has resulted in the claim.

(b) Where a claim is received by the Seller the Seller may in its entire discretion elect to accept the return of the Goods and if the Seller so elects the Seller shall be entitled within a reasonable time of such return to tender further goods in performance of the Contract and the terms of the Contract shall apply to such goods tendered by the Seller as if they were the goods originally delivered pursuant to the Contract. Nothing in this condition shall place the Seller under any obligation to make such election and if such election is made it shall not be taken as an admission of liability or obligation to the Buyer in respect of the Buyer's claim.

16. (a) The Seller shall be entitled to terminate this contract upon the happening of any of the following events:-
- (i) failure by the Buyer to pay any sum due to the Seller under the Contract on the due date;
  - (ii) breach by the Buyer of any other condition of the Contract;
  - (iii) the buyer suffering any execution to be levied on its goods or in the case of an individual Buyer dying entering into a composition or arrangement for the benefit of his creditors or having a Receiving Order in bankruptcy made against him or if a body corporate having a Receiver or manager appointed or going into liquidation.
- (b) In the event of termination the Buyer shall forthwith pay to the Seller all sums due to the seller under this Contract. Any deposit paid by the Buyer shall be forfeit to the Seller and irrecoverable by the Buyer. The Seller shall be entitled to immediately repossess all goods in possession or control of the Buyer or of any servant or agent of the Buyer in which property has not passed to the Buyer and shall be entitled to enter upon any premises of the Buyer or in control of the Buyer for such purpose for the Seller to give credit to the Buyer for the value if any of the Goods are repossessed against any sums due under the Contract.
17. (a) The Seller gives no warranty that the Goods conform to any statutory requirement or that the Goods do not infringe any patent or trade mark (whether registered or not) a risk whereof shall at all times be upon the Buyer;
- (b) Where the Goods are manufactured and supplied to the requirements or specifications of the Buyer the Buyer shall indemnify the Seller against all claims against the Seller in respect of any breach of any statutory requirement or the infringement of any patent or trade mark (whether registered or not).
18. This Contract shall be construed in accordance with and governed in every respect by the Laws of England and all actions arising out of or connected with this agreement shall be brought in the Courts of England.