



## TERMS AND CONDITIONS

### Application of Conditions

The Company shall supply and the Customer shall purchase the Goods and Services in accordance with a written quotation or proposal. Where no quotation or proposal exists the prevailing published price list will apply. The supply of Goods and Services will be subject to these Terms and Conditions.

No variation to these Conditions shall be binding unless agreed in writing between an authorised representative of the Customer and an authorised representative of The Company.

### Definitions and Interpretation

In these Conditions:-

"**we**" or "**the Company**" means Sartorius Mechatronics UK Limited

"**the Customer**" means the person who accepts a quotation or offer of The Company for the sale of the Goods and supply of the Services, or whose order for the Goods and Services is accepted by The Company;

"**Commencement Date**" means the commencement date for this agreement as set out in the quotation or proposal;

"**the Contract**" means the contract for the purchase and sale of the Goods and supply of the Services under these conditions;

"**these Conditions**" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Customer and The Company;

"**the Delivery Date**" means the date on which the Goods and Services are to be delivered as stipulated in the Customer's order and accepted by The Company;

"**the Goods**" means the goods (including any instalment of the goods or any parts for them) which The Company is to supply in accordance with these Conditions;

"**month**" means a calendar month;

"**the Services**" means the Services to be provided to the Customer as set out in the quotation or proposal;

"**writing**" includes any communications effected by telex, facsimile transmission, electronic mail or any comparable means.

### General

Sales literature, price lists and other documents issued by The Company in relation to the Goods and Services we offer are subject to alteration without notice.

Illustrations, photographs or descriptions whether in catalogues, brochures, price lists or other documents issued by The Company are intended as a guide only and shall not be binding.

Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by The Company shall be subject to correction without any liability on the part of The Company.

The Company reserves the right to make any changes in the specification of the Goods which are required to conform to any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to The Company's specification. The Company will ensure that such changes do not materially affect their quality or performance.

The Goods will only be supplied in the minimum units (or multiples) stated in The Company's price list. Orders received for quantities other than these will be adjusted accordingly and the customer notified prior to the order being processed.

No order which has been accepted by The Company may be cancelled by the Customer except with the agreement in writing of The Company on the terms that the Customer shall indemnify The Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by The Company as a result of cancellation. All cancellations must be confirmed by the Customer in writing. Once an order has been delivered and invoiced, any cancellations will be conducted according to our Returns

and Refunds procedure.

Where reference is made to the Customer Services telephone number **+44 1372 737102** should be used.

For customers based in the Republic of Ireland please use **+353 1808 9050**.

### The Services

With effect from the Commencement Date The Company shall, in consideration of the Fees being paid in accordance with the Terms of Payment provide the services expressly identified in the quotation or proposal or otherwise agreed under this agreement.

The Company will use reasonable care and skill to perform the services identified in the quotation or proposal or otherwise agreed under this agreement.

The Company shall use all reasonable endeavours to complete its obligations under the Schedule, but time will not be of the essence in the performance of these obligations.

### Price

If the price shown on the Customer order varies from that shown on the The Company prevailing published price list, this must be supported by a quotation or proposal current at the date of acceptance of the Customer's order.

Where The Company has quoted a price for the Goods, other than those shown in the published price list, the price quoted shall be valid for 30 days unless otherwise stated. The price is exclusive of any applicable value added tax excise, sales or taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods and Services, which the Customer shall be additionally liable to pay to The Company. A VAT exemption certificate must accompany any order where VAT exemption applies.

Customers who place orders at the incorrect price, or where Goods and/or Services have been omitted, will be notified of any additional charges that will apply and given the opportunity to cancel or amend without penalty.

The Company reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the Goods and Services to reflect any unexpected additional expense that may be incurred. These will be due to factors beyond our control and include situations such as foreign exchange fluctuation currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture, any change in delivery dates, quantities or specifications for the Goods and services which are requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give The Company adequate information or instructions.

The price is exclusive of carriage. Carriage charges will be shown on the quotation. Where no quotation is available carriage charges are available on request.

Unless specified on the quotation or proposal, installation, commissioning, certification (e.g. IQ/OQ, UKAS etc.) and user training is not included in the price of the product.

The Company has a minimum order value of £75/€100

### Delivery

Delivery shall be made by The Company to the address in the United Kingdom specified on the Customer order.

Any Delivery Date supplied will be approximate and shall not be of the essence unless previously agreed by The Company in writing. The Goods may be delivered by The Company in advance of the Delivery Date unless otherwise specified by the Customer in writing at the time of ordering.

If the Customer fails to take delivery of the Goods or any part of them and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered, The Company shall be entitled, upon given written notice to the Customer, to store or arrange for the storage of the Goods. At that point risk in the Goods shall pass to the Customer. Delivery shall be deemed to have taken place and the

Customer shall pay to The Company all costs and expenses including storage and insurance charges arising from such failure.

The Company should be notified of any part deliveries, non-deliveries or Products found to be damaged on receipt, within seven (7) days of delivery.

The responsibility for the Product passes onto the Customer upon receipt, or in the case of a system requiring installation, when the necessary documentation has been signed off.

#### Payment

Unless specified in writing by the Company's Financial Controller or Managing Director prior to receipt of an order, payment terms on all invoices are strictly within thirty (30) days net monthly.

For customer specific bespoke products, invoicing patterns may vary and will be defined in the quotation or proposal relating to the individual project and negotiated at that time.

All payments shall be made to The Company as indicated on the form of acceptance or invoice issued by The Company. If the Customer fails to make any payment on the due date then The Company shall be entitled to cancel the order or suspend any further deliveries of Goods and Services to the Customer;

The Company understands and may exercise its statutory right of interest under the Late Payment of Commercial Debts (Interest) Act 1998 if it is not paid according to its credit terms. Failure to make payment on the due date may result in additional interest charges calculated on a daily basis at an annual rate equal to the aggregate of 2.25 per cent and the base rate of the Bank of England. Such interest shall be calculated cumulatively on a daily basis and shall run from day to day and accrue after, as well as before, any judgement.

#### Risk and Retention of Title

The Product remains the property of The Company until paid for in full.

The Customer shall store the Goods in an appropriate environment, ensuring that they are identifiable as being supplied by The Company and insuring the Goods against all reasonable risks.

The Company reserves the right to repossess any Goods in which The Company retains title without notice. The Customer irrevocably authorises The Company to enter the Customer's premises during normal business hours for the purpose of repossessing the Goods in which The Company retains title.

The Customer's right to possession of the Goods in which The Company maintains legal and beneficial title shall terminate if;

The Customer commits or permits any material breach of his obligations under these Conditions;

The Customer enters into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with his creditors;

The Customer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;

The Customer convenes any meeting of its creditors, enters into voluntary or

compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Customer, notice of intention to appoint an administrator is given by the Customer or any of its directors or by a qualifying floating charge-holder (as defined in paragraph 14 of Schedule B1 of the

Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer.

#### Returns and Refunds

Under certain circumstances customers may wish to return items ordered from Sartorius Mechatronics Limited. An unwanted product is classed as a **return** once an invoice has been raised. The request for return must be made within 60 days of the invoice date.

Returned goods will only be accepted in as new condition, in complete and original packaging and containing all items

originally sent (i.e. power supply, instruction manual, tools etc.). Under exceptional circumstances The Company may accept items that do not meet these criteria but additional charges will apply.

A Return Authorisation (RA) number must accompany all returns. This must be quoted on all return documentation/packages and is obtained from The Company Customer Service.

Goods being returned for the following reasons will be subject to a handling charge of 30% of the invoice value:

- Wrong item ordered
- Wrong quantity ordered
- No longer required
- Order cancelled

Returns or Refunds will not be given for any customer specific bespoke work, configured products or modifications as a consequence of the product being incorrectly specified or subsequently unwanted.

When the goods have been received by The Company a credit note will be raised. This does not apply to warranty claims or items being returned for testing. Carriage charge from the original shipment will not be credited unless the goods are faulty or were shipped incorrectly.

The Company will collect goods incorrectly supplied. Contact Customer Service to arrange collection and an RA number.

If items are being returned due to a fault or damage please see our **Warranty** policy.

The Company reserves the right to refuse a request for return or refund.

#### Warranty

This warranty policy applies only to products with serial numbers and where the invoice address is within the UK. For details of the replacement policy on all other products, including consumable or perishable products, please contact Customer Services. This warranty does not apply to products excluded under the section Conditions of Warranty.

In the event that any product supplied by The Company should prove to be defective due to faulty workmanship or materials, The Company will undertake to repair the product free of charge. If this is not possible, or deemed by us as uneconomic, we will replace the product free of charge. The Company will make the decision as to which action is appropriate. This undertaking is restricted to **2 years**, unless otherwise stated in the table below, and commences from the date of the invoice.

Product	Warranty Period
Acculab Econ and Pocket Pro balances	12 months
Sartorius Mass Comparators	12 months
Pfaff Bilimeter 3	12 months
Sartorius In-Line Check Weighers, Metal Detectors	12 months
X-Ray detection	12 months

For products that fail to work from new (Out of Box Failures) or are damaged on receipt, notification must be made to The Company within 7 days of the date of the invoice. We will either repair or replace the product. The Company will make the decision as to which action is appropriate.

Where a delivery from The Company is received with damaged external packaging, or there is any reason to suspect that the goods contained within are damaged, the shipment must be rejected and returned to The Company for inspection. Failure to reject a damaged shipment may invalidate the warranty claim and may result in full repair or replacement costs being levied.

Where a carrier, not instructed by The Company, has damaged the product during transportation, the warranty may not apply.

In all cases the warranty is only applicable to the original purchaser and is not transferable, without prior written consent from The Company.

To claim against the warranty please contact Customer Services and have available the following information:

- Part number of the product
- Serial Number
- Customer order number or invoice number
- Date of purchase

- Brief description of the fault

Where appropriate The Company will try and help resolve the problem over the phone.

Where this is not possible we will either send an engineer to site (UK and ROI mainland only) or ask for the product to be returned for a workshop repair. For a list of products that are **workshop repair only** please call Customer Services. Where a product is listed as **workshop repair only**, upon request, we may be able to send an engineer to the site at which it is located. There will be additional charges for this service. This will be advised prior to the engineer visit. The Company must be given a realistic time period and appropriate access to enable repair to the product.

To ensure safe transportation, products being returned should be in their original packaging.

If original packaging is not available please contact Customer Services and we will advise on the best way to package the product for safe transportation. For many products Sartorius may be able to provide original or appropriate packaging materials. A charge will be made for this facility. Any damage and subsequent repair costs arising due to inappropriate packaging will not be covered by the warranty.

The warranty only applies to products supplied directly by The Company.

Where the product was purchased via an authorized Sartorius dealer, please contact that dealer in the first instance. Ex-demonstration and refurbished equipment is not included. The warranty on ex-demonstration and refurbished equipment will be advised at the time of purchase and confirmed in writing.

Conditions of warranty:

The warranty is invalidated by damage occurring as a consequence of, but not necessarily restricted to, any of the following reasons:

- Use for which the product was not designed or specified
  - Fair wear and tear
  - Misuse, abuse or neglect. This includes failure to read and/or act on any unpacking and installation instructions. The Company is able to provide an installation service on all equipment. Unless otherwise agreed this will be chargeable. Please call Customer Services for pricing details.
  - Connection to an inappropriate or faulty power supply
  - Any modification unless written approval for that modification was received from Sartorius
  - The product has previously been repaired or altered by unauthorized or non-Sartorius trained service personnel
- Irrespective of whether a product is replaced or repaired, the period of warranty remaining will be the balance of the original warranty.

This warranty does not affect your statutory rights in law. Those rights remain protected.

#### **Waste Electrical & Electronic Equipment Regulations (WEEE)**

The Customer shall be responsible for the cost of collection, treatment, recovery and environmentally sound disposal of the Product and Replaced Product in accordance with the Regulations.

The Customer shall not dispose of the Product or the Replaced Product other than in accordance with the Regulations.

The Customer agrees to indemnify and keep indemnified The Company from, and against, any and all damage or liability (whether criminal or civil) suffered and legal fees and costs incurred by The Company resulting from a breach of this clause.

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#### **Assignment**

The Company may assign the Contract or any part of it to any person, firm or company. The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of The Company.

#### **Indemnity**

The Company and its employees shall not be liable for any loss, consequential loss, injury or damage however caused, except where such loss, injury or damage results from the negligence of The Company, or its employees. Indemnity to £20,000,000.

#### **Health and Safety**

The Customer shall fulfil all of its statutory legal obligations with regard to the protection from hazards and injury of The Company employees whilst on the Customer's premises.

The Customer will advise The Company when work is required on products that may be contaminated. The Customer will measure and log contamination levels on a clearance certificate, a copy of which will be sent to The Company, prior to work being carried out.

If the Customer wishes to return Products to The Company workshop for repair written notification must be sent to The Company. Clearance authorisation must be received before proceeding.

The Customer will decontaminate, clean and make safe the Product or part thereof that may have accumulated pathogenic, chemical or other hazardous deposits by using standard laboratory cleaning procedures, before the commencement of any work to be carried out by a The Company employee. If the contamination level of the Product is in doubt The Company may not carry out work on the product.

#### **Communications**

All communications between the parties about the Contract must be in writing preferably by email or fax.

Faxed communication should be sent to +44 1372 729927. ROI +353 1808 9388

Email communication should be sent to [uk.customerservice@sartorius.com](mailto:uk.customerservice@sartorius.com)

#### **Force Majeure**

In the event that either party is prevented from fulfilling its obligations under this Agreement by reason of any supervening event beyond its control the party shall not be deemed to be in breach of its obligations under this Agreement. The party shall immediately give notice of this to the other party and must take all reasonable steps to resume performance of its obligations.

Each party shall be liable to pay to the other damages for any breach of this Agreement and all expenses and costs incurred by that party in enforcing its rights under this Agreement.

If and when the period of such incapacity exceeds 6 months then this Agreement shall automatically terminate unless the parties first agree otherwise in writing.

#### **Governing Law and Jurisdiction**

These terms and conditions shall be governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English and Welsh courts.