



Terms and conditions of sale

Dated: 17th December 2008

Counting Solutions Ltd products are subject to a continuing development programme, we reserve the right to introduce changes into these products incorporating improvements and modifications approved by our Technical Dept.

1. Validity

This quotation is valid for 60 days from the date shown and is subject to Counting Solutions Ltd Standard Terms & Conditions (attached), **VAT will be added**. When appropriate the Customer is responsible for all local and national duty, or taxes payable.

2. Invoicing

- (a) The equipment may be invoiced on despatch of goods. Orders over £10,000 will require a payment of 25% of total invoice value with order.
- (b) Commissioning and expenses will be invoiced on completion of work.
- (c) Any lease or rental payments will be invoiced in advance.
- (d) We reserve the right to request full payment with order.

3. Payment Terms

Nett 30 days from date of invoice. **The company reserves the right to claim interest and or compensation for any invoice that remains unpaid after this date under the late payment of commercial debt Act 1998.**

4. Order Acceptance

Counting Solutions Ltd is under no obligation to accept an order until the order has been acknowledged in writing.

5. Delivery

Minimum 4 weeks from order receipt

6. Carriage and Packing

Carriage and packing will be charged extra (if applicable).

Unless otherwise agreed in writing the following conditions shall apply:

1. Quotations are valid for 60 days and represent no obligation to supply until the Purchaser's Order is accepted by the Seller. The Purchaser's Order must contain sufficient information for the Seller to proceed. In the event of variations between Purchaser's and Seller's conditions those of the Seller shall apply.
2. Prices are strictly net and do not include VAT which will be added at the rate currently in force.
3. Delivery periods quoted will commence from the Seller's acceptance of the Purchaser's Order. All reasonable steps will be taken by the Seller to effect delivery within the quoted time but no responsibility is accepted for failure to do so as a result of matters outside the reasonable control of the Seller.
4. Storage of goods beyond normal delivery date due to reasons attributable to the Purchaser will result in extra charges to the Purchaser. The Seller reserves the right to invoice the goods at the original delivery date which shall be the date of commencement of Warranty.
5. Payment is due on demand but in any case not later than 30 days after the date of invoices for credit approved accounts. The Seller reserves the right to withdraw credit terms and substitute cash with order terms or any other appropriate terms of payment.
6. Title to the goods shall pass to the Purchaser when the goods are paid for in full.
7. Risk in the goods shall pass to the Purchaser when the goods are delivered as required by the Purchase Order.
8. Assignment of debts to a third party is reserved by the Sellers, the third party then being solely entitled to receive payment and to discharge the debt. The assignment of debts in no way detracts from the guarantees given by the Sellers.
9. Documentation, drawings, specifications, weights and dimensions are as accurate as possible but no responsibility is accepted by the Sellers for any errors or omissions in such technical data.
10. Inspection and tests required by the Purchaser will take place at the Seller's premises within 7 days of the Seller's written notification that the goods are ready for inspection and testing and the Purchaser or his representative may attend. In the absence of the Purchaser or his representative the tests shall continue and be deemed to have been made in his presence.
11. Performance figures given by the Seller are for general guidance and are not guaranteed unless specifically agreed to by the Seller having full knowledge of the particular application.
- 11a The counting system supplied will provide a guide to the numbers of people or vehicles being monitored, definitive numbers are not guaranteed.
12. Variations of specification may result from modifications to designs and the Seller reserves the right to make such modifications without notice.
13. Warranty is hereby given that the Seller will refund the purchase price, repair or replace at its discretion any goods found to its satisfaction to be defective within 12 months of the date of delivery owing to the Seller's faulty design, materials or workmanship provided that the goods have been installed, operated and maintained in accordance with the Seller's recommendations and have not been modified or repaired by any other than the Seller. In the case of goods not manufactured by the Seller its liability shall in no way extend beyond that offered to the Seller by its supplier. The Purchaser is responsible for returning the goods free of charge to the Seller and the Seller will refund or return the repaired goods free of charge to the Purchaser. All other warranties expressed or implied are excluded and the Seller shall be under no liability for any loss, damage, death or injury arising directly or indirectly from the supply or use of the goods.
14. Shortage or Damage in delivery must be notified to the Sellers and the carriers within 3 days of delivery and non-delivery must be notified within 10 days of date of consignment otherwise claims may be invalid.
15. Cancellation of Purchaser's orders will only be accepted where the Purchaser agrees to pay for expenses already incurred. In the case of goods which are readily re-saleable a charge will be made of 20% of invoice value.
16. Minimum Order value is £25 and this amount will be charged on any order totalling less than this amount.
17. Patent Rights. The Sale of goods and the publication of information does not imply freedom from patent or other rights in respect of an application of the goods by the Purchaser and the Seller accepts no liability for the infringement of such rights. The Purchaser shall indemnify the Seller against all claims in respect of patent and other rights which may result from goods being made according to designs or instructions supplied by the Purchaser.
18. Legal Construction. Contracts shall be governed by the Laws of England.
19. Arbitration. In the event of a dispute arising between the Purchaser and the Seller in connection with contracts between them the same shall be referred to the arbitration of a person to be mutually agreed upon or as provided for under the Arbitration Act 1950 or any modification or re-enactment thereof.
20. Installation, Commissioning and Servicing are not included in the Seller's quotations unless specifically referred to. They can be provided at the Seller's standard daily rates plus all expenses.
21. A Manual is provided with each instrument free of charge. Further quantities, drawings, and special documentation will be charged for.