

Industrial Vision and Metrology Systems Ltd Standard Terms and Conditions

- **1 Definitions used in these Terms and Conditions**

- “The Seller” means Industrial Vision and Metrology Systems Ltd (Reg No. **03904246**) of 6 Oxford Pioneer Park Mead Road, Yarnton, Kidlington, Oxfordshire, England, OX5 1QU
- “The Buyer ” means the person or company purchasing the Goods.
- “The Goods” means any item or items which shall be the subject of a contract between the Buyer and the Seller.
- “The Price” means the price included in the invoice and reflects the amount required by the Seller for the Order.
- “The Order” means the order form in relation to the Goods to be purchased by the Buyer either set out in a purchase order or created through the Seller’s website, or by e-mail, fax or on the telephone. Each Order shall be construed as an offer to purchase those Goods by the Buyer.
- “Quotation” shall mean a quotation from the Seller
- The Price the Buyer will pay will be as set out in the order. acknowledgement and invoice sent to the Buyer in respect of the relevant Order acknowledgement and invoice sent to the Buyer in respect of the relevant Order.

- **Acceptance of Orders**

- These terms and conditions apply to all Goods provided to The Buyer from The Seller.
- When an Order for Goods is placed The Buyer makes an offer to purchase the Goods described in the Quotation.
- The Seller’s acceptance of the Order shall occur when an Order acknowledgment is received by the Buyer. An Order may not be accepted by the Seller. No contract is created or binding on the Seller unless and until the Seller accepts the Order and raises the relevant acknowledgment.
- If the Buyer orders by means of a Credit Card then the Seller’s acceptance will occur when the Seller process the transaction to accept the funds for the Order from the Credit Card.
- If the Buyer has standard terms and conditions then they are not applicable to any contract with the seller. No variation to these terms and conditions are binding on the Seller unless expressly agreed in writing.

- **Data Protection**

- All data, information and documentation relating to The Order may be used by The Seller and their suppliers and The Buyer consents to its use by either The Seller or their suppliers.

- **Price and Payment**

- The Price to be paid shall be as set out in The Seller’s invoice.
- Prices exclude delivery, installation, training and any other support service charges unless separately identified on the Quotation, the Order Acknowledgment and the Invoice.
- Payment for all Goods purchased by non-credit account holders shall be made prior to delivery. Payment shall not be deemed to have been made until cleared funds are received in The Seller’s bank.
- For credit account holders, unless otherwise agreed in writing, and providing the balance on the account is within the credit limits agreed, payment for Goods supplied are strictly net 30 days from the date of invoice.
- In the event of late payment, the Seller reserves the right to charge interest at 4

percent above National Westminster Bank Plc base lending rate from the time being in force on invoices overdue for payment.

- If any payment shall not be paid on its due date or if The Buyer's credit limit is exceeded the Seller shall be entitled to suspend all further deliveries until such payment is received. The right to suspend deliveries under this paragraph shall be in addition to any other remedies to which the Seller is entitled.
 - All Prices are exclusive of any applicable VAT, for which The Buyer shall be additionally liable.
 - All payments must be made by the Buyer in the currency included in the Seller's Invoice by cleared cheque, credit or debit card or transfer to such bank account as the Seller may from time to time notify in writing to The Buyer.
 - Payments are not deemed to be made until cleared funds are received into the Seller's bank account.
- **Delivery**
 - The Seller will deliver the Goods to the delivery address stated in The Order. 5.2 The Seller will only be required to deliver to the reception or goods inwards department on the ground floor unless otherwise agreed in writing.
 - The Buyer must ensure that a responsible person is available for accepting delivery of the Goods.
 - Once Goods have been delivered to the delivery address Goods are at The Buyers own risk and The Seller will not be liable for their loss or destruction.
 - **Acceptance**
 - If the Goods delivered are not what The Buyer ordered or are damaged or defective in any way or the delivery is of an incorrect quantity then The Buyer must notify The Seller of the problem by telephone, email or fax immediately and confirm this in writing within 3 working days of the delivery in question.
 - After 3 working days from delivery unless The Buyer as notified The Seller in writing to the contrary, The Buyer shall be deemed to have accepted the Goods.
 - **Title and Risk**
 - Title of the Goods shall not pass from The Seller until they have received full payment for them. Upon receipt of full cleared payment, title to the Goods shall automatically pass to The Buyer.
 - The risk in any Goods supplied by The Seller shall pass to The Buyer on delivery and should be insured accordingly.
 - In the event of the Buyer entering into Liquidation or having a Winding Up Order made against them, or The Buyer entering into any composition with their creditors, or a Receiver, Receiver and Manager or Administrative Receiver being appointed over the Buyer's assets or income or any part thereof, or in the event of The Buyer being an individual or individuals committing any Act of Bankruptcy, or having any Bankruptcy Petition presented against them, or if the Buyer has failed to pay for any Goods on due date, The Seller may in addition to their other rights rescind without liability to Buyer any outstanding and unexecuted contracts and The Seller may by their duly appointed representatives enter the Buyers premises and recover all Goods in respect of which title shall not have passed.
 - **Cancellation and Additional Obligations**
 - The Buyer is under a duty to ensure that the Goods ordered from The Seller suit their requirements and that they are compatible with other products or components with which they are to be used.
 - Any Order cancellation will be subject to a cancellation fee to be agreed between The Buyer and the Seller and confirmed in writing between both parties.

- **Licensing**
 - If the Goods being purchased include software then the Goods are sold subject to the license terms and conditions of the manufacturer or copyright owner.
 - By agreeing to purchase the Goods concerned or opening the packaging or loading the software onto a PC, The Buyer accepts these terms.

- **Seller's Right to cancel**
 - The Seller may cancel any contract between The Seller and The Buyer if the Goods cannot be delivered due to reasons outside The Seller's reasonable control. If The Seller decides to cancel a contract then they will notify The Buyer by e-mail, letter or fax. The Seller will not be obliged to pay any compensation to The Buyer for losses incurred by The Buyer as a result of such cancellation, unless otherwise agreed by The Buyer and The Seller.

- **Warranty & Exclusions**
 - The Seller will arrange for any Goods to be repaired or replaced that fail under normal working conditions through their proper use within the first 12 months from delivery.
 - It is The Buyer's responsibility to ensure that the Goods are used according to manufacturer's instructions and that all operators are trained to an acceptable level of competence for their proper use.
 - Save in respect of claims for death or personal injury arising from The Seller's negligence, in no event will The Seller be liable for any damages arising from lost profits, loss of anticipated savings, nor for any damages that are an indirect or secondary consequence of any act or omission of The Seller whether such damages were foreseeable or actually foreseen.

- **Limitation of Liability**
 - The Seller shall not be liable for any consequential or indirect loss suffered by The Buyer without limitation, loss of profits, loss of anticipated savings, loss of use of Goods, damage to property or personal injury that is not attributable to The Seller's negligence, whether this loss arises from breach of express or implied duty in contract or in any other way (including loss arising from The Seller's negligence). 12.2 Our total liability shall not exceed the value of the Goods as set out in The Seller's invoice for the Goods that are the subject of the claim.
 - After accepting liability in respect of Goods The Seller shall have the option of refunding the relevant Goods price to The Buyer or of replacing the Goods in question within a reasonable time and any replacement Goods shall be accepted by The Buyer in substitution for any rights in respect of the replaced Goods.
 - The Seller does not limit their liability for death or personal injury caused by their negligence.
 - The Seller does not limit or exclude their liability for fraudulent misrepresentation.

- **Miscellaneous**
 - Notices to The Seller should be sent to their registered address detailed above. The Seller will send notices to The Buyer at their address or at our option the delivery address where this is different.
 - The Seller may send notices to The Buyer electronically or by fax where an e-mail address or fax number is provided.
 - The Seller shall have no liability for failing to deliver any Goods that The Buyer has ordered or for any delay in doing so if the failure is caused by any event or circumstance beyond their reasonable control including, without limitation, strikes, lock-outs or any other industrial disputes, non-availability of supplies, flood, fire, explosion or accident, or sudden increases in exchange rates or the purchase price of Goods.

- These terms and conditions, together with The Seller's current prices, invoice, The Buyer's delivery details, contact details, the manufacturer's or copyright owners terms and conditions, set out the whole of the agreement relating to the supply of Goods to the Buyer by The Seller.
- Nothing said by any sales person or representative or included as a general description in a website, catalogue or brochure should be understood as a variation of these terms and conditions or as a representation about the nature or quality of any Goods offered for sale by The Seller.
- Save for fraud or fraudulent misrepresentation The Seller shall have no liability for any such representation being untrue or misleading.
- If The Seller accepts an order from The Buyer and a dispute between the parties arises, the laws of England and Wales and its Courts shall have exclusive jurisdiction to determine the outcome of such disputes.