

## SCIFIT Terms & Conditions

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### 1. GENERAL

- (i) Any contract entered into by SCIFIT Limited ("the vendor") for the supply of goods or services is subject to these conditions unless varied by alternative SCIFIT terms and conditions which expressly provide for such variation. No other terms, or conditions (including any written on or attached to any purchase order, form, document or correspondence) shall be included or implied unless previously agreed upon in writing and signed by an authorised officer of the vendor. No purported variation of the terms will be effective unless confirmed in writing by the vendor, its agents or employees in respect of any representations or statements made. No forbearance or indulgence by the vendor in enforcing any term shall constitute a variation of it or waiver of the vendor's right under it.
- (ii) In the event of any conflict or inconsistency between these terms and conditions of trading and the terms of your order, these terms and conditions prevail, unless otherwise agreed by the vendor in writing.
- (iii) These terms and conditions are subject to any variation that may be stated by the vendor in the order acknowledgement.
- (iv) Telephone orders must be confirmed in writing. No responsibility can be expected nor accepted for inaccuracies of orders given by telephone.

### 2. DEFINITIONS

In these conditions the expression "the order acknowledgement" shall mean the form sent in accordance with these conditions under clause 3 and the expression "the customer", shall have the meaning shown in the order acknowledgement.

### 3. ACCEPTANCE

- (i) No order shall be deemed accepted by the vendor unless received in writing. Only when the vendor has notified the customer of acceptance of the written order by dispatch of the order acknowledgement shall the contract between vendor and the customer be deemed to be made.
- (ii) Any quotation issued by the vendor shall be open for acceptance at any time during the validity period shown on the quotation. After the expiration of the validity period of the quotation the quotation is deemed to have been withdrawn by the vendor.

### 4. PRICE

- (i) All prices shown on the vendor's price list or any price quoted by the vendor are provisional only and shall be subject to variation without notice.
- (ii) Goods are invoiced at the price ruling at the date of dispatch.
- (iii) Prices do not include carriage or installation on deliveries within mainland UK, unless otherwise stated.
- (iv) Prices quoted are exclusive of VAT, which is chargeable at the current rate.
- (v) The vendor reserves the right to amend the price to cover any alterations in labour, raw material, transport or production costs or changes in foreign exchange rates in the event that completion of delivery is delayed for any reason beyond the vendor's control.

### 5. PAYMENT

On agreement and authorisation from an officer of the company - Terms - a 50% deposit is required with order, balance of payment is due prior to the time of installation unless other terms are stated in writing by the vendor, before the date of dispatch of the invoice. The time for payment shall be the essence of the contract. In the event of default in payment by the due date the vendor reserves the right at any time to impose an interest charge of 2% a month or part thereof on monies overdue, and to suspend delivery or terminate the contract in respect of any of the equipment remaining undelivered.

### 6. DELAY

Whilst time of delivery shall not be the essence of any contract the vendor shall make every reasonable effort to deliver the equipment by the agreed delivery date. The vendor shall not be liable for any delay or for any consequence of any delay on production or delivery of any goods if caused by fire, strikes, lockouts, dispute with workmen, flood, accidents, delay in transport, shortage of fuel, default of supplier, inability to obtain material, embargo act or demand of any government, government department or local authority as a consequence of war or of hostilities, (whether war be declared or not) or by any Act of God or by any other matter whatsoever beyond the vendors reasonable control. If any such delay occurs then (unless the cause frustrates or renders impossible or illegal the performance of this contract or otherwise discharges it) the period for the vendor to perform its obligations shall be extended by such period (not limited to the length of the delay) as the vendor may reasonably require completing the performance of its obligations.

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### 7. CANCELLATION

- (i) Cancellation of an order prior to delivery will be accepted only on payment of 10% of the order value. (ii) Cancellation after delivery or after delivery and installation cannot be accepted and payment must be made in full.
- (iii) Cancellation of an order by the customer for whatever reason shall entitle the vendor to recover any ancillary costs and expenses incurred over and above these terms laid down in 7(i) and 7(ii) above.

### 8. DELIVERY AND COLLECTION

- (i) Any time or date given by the vendor for delivery is given as an estimate only and the vendor shall not be liable to make good any damage or loss arising directly or indirectly from delay or advance in delivery. Two weeks written notice must be given to the vendor of any change likely to affect delivery for the change to be implemented.
- (ii) The vendor shall arrange for the carriage of the equipment to the customer unless otherwise specified in the order acknowledgement. The equipment shall be at the customer's risk as from the moment of delivery to the customer's premises. Claims for loss or damage to the equipment in transit shall be made by the customer directly to the vendor within 7 days of receipt of the equipment or if the equipment is not delivered within 21 days of the due date of the vendor's invoice for the equipment.
- (iii) Items may be collected from the vendor's premises provided payment is made at the time or a written order has been charged to an approved credit account beforehand.
- (iv) Part delivery shall be deemed to be a separate contract for the purposes of these conditions. Failure to comply with one or more delivery dates shall not be deemed to be a repudiation of the balance of the contract.
- (v) The vendor reserves the right to charge storage where the customer delays installation. This rate will be 0.5% per week or part thereof of the price before any discount of the goods in storage.

### 9. TRANSFER OF TITLE

Although the customer may acquire possession of the goods, ownership and the title shall not pass to the customer until the customer has paid all debts in full due to the vendor and until such time the customer shall:

- (i) Hold the goods in a fiduciary capacity as agent for the vendor and shall be accountable to the vendor for the proceeds of sale of such goods.
- (ii) Inform any sub-purchaser that the goods are sold subject to a retention of title clause and impose a clause in similar terms to the sub-purchaser providing the same rights as in this clause.
- (iii) Pay the proceeds of sale of goods belonging to the vendor into a separate bank account.
- (iv) If requested to do so by the vendor, produce payment by the sub-purchaser direct to the vendor.
- (v) In the event of any breach of this clause, if requested by the vendor, permit the vendor to enter the premises where their equipment and goods are being stored and permit removal of the equipment or goods into the vendor's possession.
- (vi) Until further payment has been received not sell, charge, or otherwise dispose of the equipment (except if it is the express wish of the vendor so to do), shall keep the equipment safe and insured at its own expense and shall return the equipment to the vendor on demand.

### 10. CLAIMS

- (i) Any claim by the customer that the equipment supplied does not conform to contract must be made in writing within 7 days of delivery. The equipment concerned shall not be subject to any process nor disposed of until the vendor has had the opportunity to make an inspection and/or test the equipment. The customer should examine the equipment upon delivery and if items are damaged or missing should state details on the goods received note. Equipment should be signed for "not examined" unless opened on receipt and found correct otherwise the vendor cannot accept responsibility.
- (ii) If the equipment is not found to be defective the vendor's costs of inspection shall be borne by the customer. If the equipment is found to be defective, the vendor shall at its option replace them or credit the customer with their invoiced value or part thereof and this shall be the limit of the vendor's responsibility.
- (iii) The customer should inform the vendor if goods have not been received within 3 days of dispatch (in mainland UK).

### 11. WARRANTY AND EXCLUSIONS

- (i) The vendor warrants the equipment to be free of defects in materials and workmanship for a period of One year labour and three years on parts excluding wear and tear items stated within the product operations manual, from the date for delivery (unless superseded by contractual agreed contractual terms). During such period any servicing or rectification required due to such defects shall be done by the vendor without charge.

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- (ii) No other conditions or warranties express or implied shall apply except in so far as they are bound by law.
- (iii) The equipment should be serviced regularly. The vendor cannot accept responsibility for any equipment for any loss or damage as result of; (a) The equipment having been serviced by persons other than those approved by the vendor. (b) Replacement parts, additional parts and accessories other than those approved by the vendor. (c) The equipment having been adapted for use or operated in such a way that does not conform with the recommendations of the vendor.
- (iv) In no circumstances whatsoever shall the vendor, its employees or the agents be liable for any special indirect or consequential damage arising out of any matter contained, implied or referred to herein. In particular the vendor cannot accept any liability for any expenses or losses incurred as a result of any interruptions in the use of the equipment.

### 12. INVALIDATION

If the customer shall fail to pay the contract price to the vendor on the due date or, if a natural person die or be subject of an order under Mental Health Act 1959, or if any distress or execution is levied upon the customer's property or assets or if the customer shall offer to make a scheme or arrangement with his creditors or commit any act of bankruptcy or, being a company has a receiver/manager appointed over any part of its undertaking or assets or if a resolution for the winding up of the company be passed then the vendor may treat all sums due or to become due on any accounts as immediately payable and/or suspend or cancel further deliveries or require payment in advance or recover any goods which are unsold wherever they are stored or treat the contract as repudiated by the customer but without prejudice to any other rights of the vendor.

### 13. COSTS

In event of non payment or other default by the purchaser the vendor shall be entitled to recover all legal costs incurred thereby on an indemnity basis.

### 14. MISCELLANEOUS

- (i) The customer shall not assign any rights or delegate any duties hereunder.
- (ii) The vendor reserves the right to sub-contract any or all of its obligations hereunder.
- (iii) These conditions shall be subject and construed in accordance with English law and the customer shall submit to the jurisdiction of the English courts.

### 15. AMENDMENTS

The vendor reserves the right to amend equipment specifications or prices without prior notice.