

1. Definitions

- (1) "Seller" means Lambda Calibration Limited
- (2) "Customer" means the individual, firm or company who buys or orders the Goods or Services provided by the Seller.
- (3) "Quotation" means the quotation or estimate issued by the Seller to the Customer for Goods or Services.
- (4) "Contract" means the Seller's Quotation and the Customer's acceptance thereof, together with these Conditions.
- (5) "Goods" means all articles and materials to be supplied under the Contract.
- (6) "Services" means all services to be performed under the Contract.
- (7) "Equipment" means equipment belonging to the Customer upon which the Seller is required to carry out calibration, inspection, testing or repair work.

2. Scope of Contract

- (1) The Seller shall sell and the Customer shall accept and pay for the Goods and Services in accordance with the terms of the Contract.
- (2) Unless the Seller agrees otherwise, in writing, these Conditions shall prevail.

3. Validity of Quotations & Prices

- (1) Quotations remain valid for a period of 30 days and prices will be honoured in so far as they remain within the Seller's control. Examples of exceptions include cases where the Customer's Equipment is different in specification, design or quantity from the details supplied by the Customer and which formed the basis of the Quotation, and items which are to be subcontracted.
- (2) Prices quoted are in Pounds Sterling and are exclusive of VAT.
- (3) Calibration prices for work performed by the Seller at the Seller's premises are normally taken from the Seller's standard price menu.
- (4) Menu prices cover calibration to the Seller's standard procedures, many of which are independently approved by UKAS.
- (5) Customers having special or specific calibration requirements should make those clear in writing, whereupon a Quotation based on those requirements will be issued.
- (6) Notwithstanding 3.(1) above, the Seller's price menu may be subject to change without notice.

4. Purchase Order

- (1) The Customer should issue a written purchase order detailing the exact requirements and quoting the LEQ number from the Seller's Quotation.
- (2) The Customer's purchase order should accompany the Customer's equipment, otherwise there may be a delay in starting work.
- (3) Receipt of Customer's Equipment by the Seller will constitute acceptance of the terms of the Seller's Quotation and these Conditions.

5. Certificates

- (1) In most cases, where appropriate, calibration certificates will include measured results. Unless otherwise agreed with the Customer.
- (2) The Seller's BS EN ISO/IEC 17025 accreditation is applicable to UKAS certification only.

6. Repairs

- (1) The Seller will not proceed with repairs to the Customer's equipment without first giving the Customer an estimate of the cost and gaining permission to proceed.
- (2) If the Seller does not receive permission to proceed with the repair within 14 days the equipment will be returned to the Customer without repair or if it is beyond economical repair may be disposed of.
- (3) In the event that the Customer does not give permission to proceed with repair, the Seller reserves the right to levy a fee to cover the time spent or costs incurred in the investigation of the fault(s) on the Customer's equipment.

7. Calibration Failures and Adjustments

- (1) If a piece of equipment fails calibration the calibration price will still be chargeable.
- (2) Where the Seller is able to carry out minor adjustments during calibration to bring the Customer's equipment back within specification the Seller will normally carry out these adjustments without further recourse to the Customer. In such cases the Seller will not levy an extra charge.
- (3) Major adjustments may however be treated as a repair and as such the Seller will not proceed without first giving the Customer an estimate of the cost and gaining permission to proceed.

8. Batteries

- (1) Flat batteries will usually be changed within the standard calibration price where the batteries are inexpensive common types such as "AA" or "PP3" and the cost of the battery is less than 5% of the calibration price. The seller does however reserve the right to levy a charge for batteries if the seller considers the proportion of instruments requiring new batteries is unreasonably high. The current price published on the seller's website: www.lambda-cal.co.uk.
- (2) It is agreed that the Seller has the authority to proceed with this work without further recourse to the Customer.
- (3) If special or rechargeable batteries need to be replaced the Seller will treat this as a repair, and will seek the Customer's permission before proceeding.
- (4) The seller will not be liable for any damage caused to an instrument by leaking batteries.
- (5) If the buyer prefers the seller not to replace batteries, this should be stated in the buyer's purchase order.

9. Fuses

- (1) Blown fuses will usually be changed within the standard calibration price where the fuses are inexpensive common types and the cost of the fuse is less than 5% of the calibration price. The seller does however reserve the right to levy a charge for fuses if the seller considers the proportion of instruments requiring new fuses is unreasonably high. The current price published on the seller's website: www.lambda-cal.co.uk.
- (2) It is agreed that the Seller has the authority to proceed with this work without further recourse to the Customer.
- (3) If special fuses need to be replaced the Seller will treat this as a repair, and will seek the Customer's permission before proceeding.

10. Turnaround

- (1) The Seller will aim to turnaround all standard calibration work which is to be carried out in the Seller's own laboratory within 5 working days of receipt of the Customer's Purchase Order.

11. On-Site Work

- (1) If the Seller does not specify a separate travelling rate or does not specify that the cost of travelling will be extra, the cost of travelling will be incorporated within the price for the work. The Customer should therefore make available all of the agreed plant on the agreed dates.
- (2) Any work subsequently carried out on-site, on plant which was not available on the agreed dates may be subject to an additional travelling charge and/or minimum site work charge.
- (3) Any fixed prices, either per instrument or per job, quoted by the Seller are based on the assumption that the Seller's engineers will be able to make steady uninterrupted progress whilst on-site, and that the volume of work detailed in the Quotation is available on the agreed dates. If this is not possible the Seller reserves the right to revert to a system of charging by the hour.
- (4) There is a minimum price for work which is to be carried out on-site. The price is published on the seller's website: www.lambda-cal.co.uk.

12. Payment Terms

- (1) For credit account Customers (subject to the Seller's agreed credit limits), the price for the Goods or Services shall be payable not later than 30 days after the Goods are despatched or the Services performed.
- (2) For Customers who do not have a credit account, payment is required prior to despatch of the Goods or upon completion of the Services.
- (3) If the Seller's payment terms are exceeded the Seller reserves the right to cancel credit facilities on all outstanding debts. The outstanding debts then becoming due for immediate payment.
- (4) The Seller reserves the right to recover interest and all reasonable expenses (including but not limited to court costs) incurred in the pursuit of debts which have become due for payment but remain unpaid.

13. Lien

- (1) In the event that the Seller's Payment Terms are exceeded the Seller shall have Lien and power of sale over any of the Customer's Equipment at the Seller's premises
- (2) The Seller at its sole discretion and after giving 7 days written notice to the Customer of its intentions, shall be entitled to sell the Equipment, and after deducting reasonable expenses, set off against such sums as may be owing to the Seller by the Customer, the proceeds of the sale.
- (3) The provisions of this condition shall be without prejudice to any other remedy which the Seller might have under the Contract or at Law.

14. Delivery and Risk

- (1) The fact of delivery shall be evidenced by the Customer's signature on the relevant delivery documentation for the Equipment or Goods concerned.
- (2) Risk in the Goods shall pass on delivery being made to the Customer.
- (3)(a) If Equipment or Goods are delivered to the Customer by 3rd party courier, the Customer shall satisfy himself that the Equipment or Goods are in a satisfactory condition prior to signing the delivery documentation. Any shortages or damage to the Equipment, Goods or packaging should be detailed on the delivery documentation. The Customer should then report any shortages or damage to the Seller in writing within 3 days.
- (b) If Equipment or Goods are delivered by the Seller's own transportation, the Customer should report any shortages or damage to the Equipment or Goods, to the Seller in writing within 3 days. In either case, if shortages or damage is evident the Customer should retain the original packaging in its original condition.
- (4) No claim for shortages or damage will be entertained by the Seller unless conditions 14(3)(a) or 14(3)(b) as appropriate have been satisfied.

15. Title

- (1) Title to any Goods supplied to the Customer shall not pass to the Customer until the Seller has received payment in full for the Goods. The Customer shall take all such steps as may be reasonably necessary to ensure that the title of the Seller is brought to the notice of all other persons who may be affected by the Seller's title.
- (2) In any of the following events:
 - (a) if the Customer shall not perform or observe the Payment Terms of the Seller; or
 - (b) if any distress or execution shall be levied on the goods of or issued against the Customer or if the Customer shall make any assignment for the benefit of, or compound with, its creditors; or
 - (c) if the Customer shall enter into liquidation whether compulsory or voluntary or a receiver be appointed over its undertaking or any of its assets then;
 - (d) the Seller or its agents may without further notice (and whether or not the Contract or any part thereof is terminated) take possession of the Goods and may for this purpose from time to time enter upon the Customer's premises and seize and carry away the Goods and use all such lawful force as may be necessary for that purpose.
- (3) The Seller at its sole discretion shall be entitled to sell the seized Goods, and after deducting reasonable expenses, set off against such sums as may be owing to the Seller by the Customer, the proceeds of the sale.
- (4) The provisions of this condition shall be without prejudice to any other remedy which the Seller might have under the Contract or at Law.

16. Insurance and Liability

- (1) The Seller maintains comprehensive insurance covering Equipment and Goods at its premises, Equipment and Goods in transit, public liability and product liability.
- (2) The Seller's maximum liability under any agreement will not exceed the limits of the Seller's insurance, which are currently as follows:

(a) Equipment and Goods at the Seller's premises	£ 200,000
(b) Equipment and Goods in Transit	£ 25,000
(c) Public Liability	£ 5,000,000
(d) Products Liability (USA & Canada not covered)	£ 5,000,000

17. Consequential Loss

The Seller shall not be liable for any Consequential Loss of whatever kind, howsoever arising as a result of the supply by the Seller of Goods or Services to the Customer.

18. Customer's Liability

The Customer shall indemnify the Seller against any claims for damage or injury suffered by the Seller's employees, subcontractors, agents or property whilst on the Customer's premises.

19. Seller's Employees

(1) The Customer agrees not to employ any of the Seller's employees for 6 months after the employee leaves the employment of the Seller except with the written permission of the Seller.

(2) In the event that the Customer engages (either directly or indirectly) any of the Seller's employees earlier the Customer shall pay a finders fee to the Seller the equivalent of fifty two weeks of the engaged person's remuneration.

20. Force Majeure

(1) "Force Majeure" shall mean circumstances which result from a Specified Event and which prevent or hinder either party from carrying out its obligations under the Contract. "Specified Events" are:

- (a) riot, civil commotion, rebellion, insurrection, war or invasion;
- (b) earthquakes, flood, fire or other natural physical disaster;
- (c) strikes or industrial disputes at a national level; and
- (d) any other event specified in the Contract.

(2) Subject to the party affected by Force Majeure giving immediate written notice to the other party of the existence and details of such Force Majeure and doing everything within its control to mitigate the effect of the Force Majeure and acting in accordance with the reasonable instructions of the other party to achieve such mitigation, the performance of such obligations as are prevented by Force Majeure shall be suspended for such time as the Force Majeure continues and neither party shall be liable for any delay occasioned thereby.

(3) If such Force Majeure circumstances continue for 30 days or more the Seller shall have the right summarily to terminate the Contract without compensation to the Customer. The Customer shall pay the Seller a fair and reasonable price for Goods and Services accepted thus far. In the event of such termination, the Seller shall give every assistance and aid in suggesting alternative means and sources of supply of the Goods and Services concerned.

21. Law

(1) The Contract shall be deemed to have been made in England and all matters relating directly thereto or arising directly or indirectly therefrom shall be governed in all respects by the laws of England.

(2) The Customer and the Seller submit to the jurisdiction of the Courts of Law in England.

22. Headings

The Headings in these Conditions being for convenience only shall not affect the construction thereof.

23. Severance

If any of the above Conditions or part of any Condition is held to be invalid or unenforceable it is intended and understood by the parties that such invalidity and unenforceability will not affect the remaining Conditions or remaining part Conditions.