

# Terms and Conditions

## Application of these General Conditions

- 1.1 These general conditions apply to all contracts for the sale or provision of goods or services by Cambridge Research Systems Limited (CRS Ltd).
- 1.2 No addition to, nor any variation or waiver of, these general conditions, nor any terms or conditions proffered by the Customer or printed on the Customer's purchase order shall have any legal effect unless expressly agreed in writing on behalf of CRS Ltd by a duly authorised employee of CRS Ltd.

## Contract performance

- 2.1 CRS Ltd will endeavour to fulfil the Customer's requirements promptly but no liability can be accepted for failure to deliver within advertised times.

## Price

- 3.1 CRS Ltd may vary prices without notice, except where a quotation has been issued on the basis of a fixed price for a specific period.
- 3.2 The price does not include delivery.
- 3.3 The price does not include VAT which (where applicable) will be charged at the rate ruling on the day of despatch except where written proof of VAT exemption is provided at the time of placing the order.
- 3.3.1 VAT registered institutes or individuals in the EU should provide their EORI registration number on their order.
- 3.4 The price does not include import duty, VAT in the EU, import processing fees or local taxes (where applicable). These are the sole responsibility of the Customer.
- 3.5 Any Bank charges incurred as a result of the transaction are the responsibility of the Customer

## Payment

- 4.1 Payment must be made by electronic funds transfer into the account specified on the invoice. Cheques (checks) and any means of negotiated or deferred payment are not accepted.
- 4.2 Payment is required in full prior to despatch, except where a credit account has been agreed in writing by a duly authorised employee of CRS Ltd.
- 4.3 Credit account invoices are due and payable in full in the currency specified on the invoice, within 30 days from the date of the invoice. There is no discount for early payment.
- 4.4 CRS Ltd should be notified immediately of any error on an invoice.
- 4.5 If any payment is overdue, CRS Ltd may stop the delivery of products or provision of services to the Customer and payment shall become immediately due for all products and services supplied.
- 4.6 CRS Ltd may charge interest on any amount overdue at the rate of 4% per month compounding monthly until the sum due is paid.

## Transfer of Property and Risk in Products Sold

- 5.1 Products being sold shall remain the property of CRS Ltd until the whole of the price has been paid.
- 5.2 In the case of products which after delivery cannot be distinguished from or become intermingled with other goods, any such goods in the possession of the Customer or its agent shall be conclusively deemed to be or to include products the property of CRS Ltd

by virtue of sub-clause 5.1 above and CRS Ltd shall have the right to nominate at its discretion which part of such goods are its property and to retake possession of the same at any time before the property has passed to the customer pursuant to Condition 5.1.

- 5.3 The risk in products shall pass to the Customer upon delivery.

## Delivery and Storage

- 6.1 CRS Ltd reserves the right to charge for delivery.
- 6.2 If full delivery cannot be made to the agreed drop point or delivery address due to the Customer's act or omission, CRS Ltd may additionally charge for abortive journeys or part deliveries.
- 6.3 If the Customer fails to accept delivery, CRS Ltd shall be entitled to make arrangements for storage of products and to charge the Customer accordingly and the Customer shall become responsible for the risk of loss of or damage to the products and for paying the contract price as if the products had been delivered.

## Shortage, Loss or Damage in Transit

- 7.1 The Customer shall report promptly to CRS Ltd (and to the carrier if not CRS Ltd) any shortage or loss of or damage to products in transit. Damaged products and packing must be kept for inspection by CRS Ltd for a minimum period of 90 days.
- 7.2 CRS Ltd shall not be liable for any shortage, loss, damage or discrepancy unless notification (confirmed in writing) is received by CRS Ltd within 3 working days of delivery in the case of shortage, damaged or discrepancy or within 14 working days from the date of intended despatch in the case of total non-delivery.

## Technical Specifications, Catalogues, etc.

- 8.1 All descriptions, technical specifications, drawings, illustrations given in literature issued by CRS Ltd while given in good faith shall not form part of the contract unless specifically incorporated therein and CRS Ltd accepts no liability for minor variations.
- 8.2 CRS Ltd's specifications, data and other documents are copyright.

## Software licence agreement

- 9.1 Users of software produced by CRS Ltd are granted a licence for personal use. The software must be treated like a book: it must not be copied except to make backup copies for the sole purpose of protecting your investment from loss. Software provided by CRS Ltd can be used by any number of people and may be freely moved from computer to computer provided there is no possibility of it being used at two different locations or by two different people at once.
- 9.2 Programs written using software produced by CRS Ltd may be given away, or sold without licence or fees provided that they contain none of the source code provided with the software. Users may not distribute freely or for profit any part of the source code provided (users are not of course restricted from supplying their own source code).
- 9.3 CRS Ltd specifically disclaims any warranties expressed or implied about the fitness of their software for any particular purpose and in no event shall CRS Ltd be liable for any loss of profit or any other commercial damage

including but not limited to special, incidental, consequential or other damages.

## Trade Secrets and Industrial Property

- 10.1 Any know how or technical information or documents supplied at anytime by CRS Ltd to the Customer in connection with the contract or any earlier associated trials shall be treated as confidential by the Customer, its employees and agents and shall not be reproduced or disclosed to any third party or used for any purpose other than for the purpose of the contract without CRS Ltd's written consent, unless and until the same is public knowledge or comes into the Customer's possession bona fide from a third party.
- 10.2 CRS Ltd's trademarks and names shall not be used otherwise than as applied by CRS Ltd to products supplied.

## Loading, Unloading, Installation and Commissioning On-site

- 11.1 If the contract covers carriage to site, or inspection or commissioning by CRS Ltd on site, the Customer shall provide free of charge adequate and safe access and facilities to CRS Ltd, its employees and sub-contractors.
- 11.2 Any person engaged in work on site in connection with the contract (other than an employee or sub-contractor of CRS Ltd) shall be deemed to be an employee or agent of the Customer.

## Guarantee

- 12.1 CRS Ltd undertakes to repair or, at its option, replace products that fail (fair wear and tear excepted) within 12 months of the passing of risk in the products to the Customer and occurring under normal conditions and subject to proper storage, use and maintenance provided that: (i) the Customer notifies CRS Ltd promptly with details of any alleged defect or malfunction and (ii) the Customer gives CRS Ltd or its agents the opportunity to inspect on site and, if CRS Ltd so requests, the products are returned Delivered Duty Paid (Incoterms 2020), ME2 4BH Rochester, Kent, UK. (and details of carriage notified in writing to CRS Ltd in advance) and (iii) the products have not been repaired or modified by anyone other than CRS Ltd or its agents and (iv) the products have been installed in compliance with CRS Ltd's recommendations. Subsequent to repair, CRS Ltd will, at its discretion, return the repaired products CIF (Incoterms 2020) to the Customer.
- 12.2 No routine servicing is required or necessary to maintain the guarantee. There are no user serviceable parts. Service documentation is not provided.

## WEEE

- 13.1 The UK Waste Electrical and Electronic Equipment Regulations (EU 2002/96/EC) came into force on 1<sup>st</sup> January 2007 and implement the "Extended Producer Responsibility" requirements under the EU (WEEE) Directive. The purpose of the Directive is to address the environmental impacts of electrical and electronic equipment when it reaches the end of its life. CRS, PRN WEE/GF1672RS is a full member of B2B Compliance an approved compliance scheme under the UK WEEE Regulations. To arrange the recycling of WEEE that CRS is obligated for please contact B2B compliance on +44 1691 676 124 (option 2).