

Instrument Transformers Ltd

8 Lithgow Place, College Milton North, East Kilbride. G74 1PW. United Kingdom
T: +44 (0) 1355 236 057 F: +44 (0) 1355 239 259 E: sales@itl-uk.com W: www.itl-uk.com



General Terms & Conditions

1. General:

The acceptance of our Tender, Acknowledgement of Order or Supplies made, include the acceptance of the following Terms & Conditions, in which the Seller means Instrument Transformers Limited.

2. Prices:

All price lists, quotations and estimates may be subject to alteration without notice.

3. Payment:

a) Unless otherwise expressly agreed in writing, payment is due within 30 days from date of invoice.

b) Failure to ensure payment is received within 30 days of invoice shall constitute a breach of contract and the Sellers may treat the whole contract as repudiated and act accordingly, or they may, before any further delivery against any order, require payment thereof and for all other accounts then due. Place of payment is at the Sellers Registered Office.

c) In the event of payment under the contract being improperly delayed the Seller may, without prejudice to any other right, charge an interest rate of 3% over the current Bank of England minimum lending rate.

4. Pro-forma:

Material procurement and manufacture will not commence until full payment of invoice is received.

5. Despatch:

a) Any time quoted for despatch or delivery are to date from receipt by Seller of a written order to proceed and of all necessary information and drawings to enable Seller to put work in hand.

b) Despatch dates given with quotation are subject generally to receipt of orders within 14 days and such dates are subject to revision if necessary for orders not placed within this period.

c) The time named for despatch shall be adhered to as closely as possible but no responsibility is accepted by the Sellers for unforeseen delays. In the event of strikes, lock-outs or combination of work persons disputes, stoppage of work, non-delivery or delay of supplies of materials, or any other circumstances not within the control of the Sellers, causing any delay, in manufacture, transport or delivery. Sellers may suspend delivery of goods contracted for but on resumption of work the rate of delivery shall be the same as that provided for by contract and the period of despatch shall be extended appropriately.

d) HOME MARKET:

Prices quoted are ex. factory. Carriage charged as extra

e) EXPORT MARKET:

Unless otherwise stated prices are ex. factory. F.O.B and Freight will be charged extra.

Trade terms in accordance with INCOTERMS 2000 or latest current issue.

6. Confirmation:

All quotations made and all orders and contracts accepted by travellers or agents of Sellers are subject to confirmation by Sellers Head Office.

7. Defective Goods:

Seller's liability under this Clause shall be in lieu of any warranty or condition (whether express or implied by law) as the description, quality or fitness for any particular purpose of the goods, and save as provided in this Clause. Sellers shall not be under any liability, whether in contract, tort or otherwise, in respect of defects in goods delivered or for any injury, damage or loss resulting from such defects or from any work done in connection therewith.

8. Delivery & Forwarding:

Non-delivery of goods must be reported within 2 weeks from receipt of Sellers invoice and any damage or deficiencies must be notified to Sellers in writing within 7 days from receipt of goods.

9. Variations:

In the event of variation or suspension of the work by Buyers instructions, Sellers' reserve the right to adjust the contract price to cover such disruptions.

10. Packing:

Unless otherwise stated by Sellers, packing according to Sellers standard practice is included in the price.

11. Storage:

If Sellers do not receive forwarding instructions sufficient to enable them to despatch the goods within 14 days after the agreed despatch date, Buyers shall take delivery or arrange storage. If Buyers do not take delivery or arrange for storage, the Sellers will be entitled to arrange storage either at the Sellers' works or elsewhere on the Buyers' behalf and all charges for Storage, for insurance of for demurrage, shall be payable by the buyer.

12. Bankruptcy:

In the event Buyers commit an act of bankruptcy or being a company commit an act in respect of which a petition for a winding up order may be presented or if a petition for voluntary winding up is brought against the Buyers, Sellers may forthwith by giving notice to Buyers in writing suspend performance of the contract unless Sellers receive a guarantee acceptable to them for the due and faithful performance of the contract by Buyers or by any person in whom the contract may become vested. Sellers may terminate the contract. In either case Sellers will be entitled to the amount of any loss, damage or expense Sellers suffer as a result of the aforementioned event.

13. Retention of Title:

a) The risk in the Goods shall pass to the Purchaser at the point of delivery.

b) The ownership of the goods shall remain with the Seller until such time as all sums owing to the Seller under this Contract have been paid.