

## Bentham Terms & Conditions



### 1) General

Contracts and orders are only accepted upon and subject to our conditions of sale as set out hereunder. Where the Purchaser's conditions and warranties conflict with these conditions, our conditions shall prevail unless otherwise specifically agreed in writing.

### 2) Price

Our quotation is open for acceptance within the period stated therein or, when no period is stated, within **sixty days** only after its date. Revised quotations must be obtained for alternative quantities.

### 3) Minimum Order Charge

A minimum order charge of **£50.00** (excluding freight & V.A.T.) will apply. Right is reserved to increase or reduce this charge.

### 4) Delivery

(a) Delivery times or periods of custom orders will be advised at the time of the quotation. All such times or periods are to be treated as estimates only not involving us in any liability for failure to despatch within such times. All delivery times will be advised after receipt of a customer's order.

(b) Delivery to the customer shall be deemed to be complete when we deliver the goods from our premises to the appropriate carrier. From that point the responsibility for the possession of the goods and their condition will pass to the Purchaser.

(c) Claims for defects, damages or shortages on delivery cannot be accepted unless notified to Bentham Instruments Ltd in writing within **7 days** of receipt

### 5) Cancellation and Goods exchange

(a) No order shall be cancelled or goods returned without full consultation with Bentham Instruments Ltd. In the event of agreed cancellation, Bentham Instruments Ltd reserves the right to charge all costs incurred to date together with a reasonable proportion of expected profit.

(b) Goods are not to be returned without prior approval by Bentham Instruments Ltd and an "RJ" Return Authorisation number obtained.

### 6) Warranty

All products are warranted to meet specifications and to be free from defects in material or workmanship for a minimum period of **12 months** after delivery. Extended warranty periods may be explicitly offered in some quotations. Misuse of the product will invalidate the warranty. Consumables are exempted from the 12 months period.

### 7) Packing & Despatch

All packing, handling and freight charges will be prepaid by Bentham Instruments Ltd and added to the purchaser's invoice unless the purchase order contains acceptable instructions to the contrary. Shipping method will be chosen at Bentham Instruments Ltd discretion unless specified on the purchaser order.

### 8) Insurance

Bentham Instruments Ltd will automatically insure shipment of goods within the UK. For all export shipments it is the Purchaser's responsibility to indicate in their purchase order whether or not insurance is required. Bentham Instruments Ltd will ship via the most economical route, without insurance, unless the requirement is specified in the purchase order.

### 9) Ownership of the Goods and Products

Entitlement to the invoiced goods will only pass to the Purchaser when Bentham Instruments Ltd has received full payment of the invoice.

### 10) Terms of Payment

(a) Unless otherwise specifically agreed in writing, terms of payment are strictly 30 days net, that is full payment of the invoice is due within 30 days of the date on the invoice and should be made in UK sterling or the currency on the invoice.

(b) If the Purchaser fails to comply with the terms of payment advised, we shall exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed terms.

(c) The Purchaser shall bear the costs of their own bank charges; Bentham Instruments Ltd will not be liable for the bank charges of third parties

### 11) Legal Construction

English law shall govern the construction, validity and performance of this Agreement.