



148 Beecham Road, Reading
Berkshire RG30 2RE England
Tel: 44 118 950 2468
Fax: 44 118 958 8360
info@powertekuk.com
VAT Reg: GB 724 3670 40

STANDARD TERMS AND CONDITIONS OF SALE

- 1. ORDERS** - Orders must be given in writing unless otherwise agreed and when accepted shall be subject to these Terms and Conditions and to no other. Powertek will issue an order acknowledgement/confirmation of the purchase order, the customer has 48hours to decline, modify or reject.
- 2. CHANGE OF PRODUCT SPECIFICATION** – Powertek’s policy is one of continuous improvement and Powertek reserves the right to make changes to product specifications at its discretion during the completion of purchase orders.
- 3. DELIVERY** – Powertek will use its best endeavors to deliver by the date specified but shall be under no liability whatsoever for delay or the consequence thereof however caused. Powertek may decline to deliver until payment has been made.
- 4. SHORTAGES** - Claims for shortages or damage to goods will not be accepted unless notified to Powertek within seven days from the date of despatch of the goods. Full details of the circumstances of any loss must be given and original packaging retained. Admitted shortages will be replaced at the previously invoiced price.
- 5. PRICES** – Unless stated otherwise, all prices quoted are ex-works and do not include packing, carriage, shipping charges or importation fees, duties and taxes. Unless requested shipments are not insured. Shipping costs and shipping insurance can be charged as an extra.
- 6. DUTIES AND TAX** - If prior to the date of delivery and after acceptance of the order, there shall be any variation in any duty or taxes arising by reason of the manufacture or sale of the goods, the price may be revised at Powertek’s sole discretion.
- 7. PAYMENT TERMS** – Cash, credit card or cheque with order unless credit terms agreed. Payment for export sales shall be made by credit card, telegraphic transfer (wire transfer) in advance, by sterling cheque in advance or by Irrevocable Letter of Credit at sight, confirmed by a UK domiciled clearing bank. If Letter of Credit is used as method of payment all bank charges will be to the buyers account.
- 8. CREDIT TERMS (where agreed)** - Payment for sales shall be made within the agreed period starting from the date of invoice for the goods. Interest may be charged at an annual rate equal to the Bank of England minimum lending rate plus 2% on all outstanding balances. Goods remain the property of Powertek until payment has been received in full.

Powertek or its agents have the right to enter into the buyer's premises to recover goods supplied that are not paid in full.

9. **WARRANTIES** - All products manufactured or sold by Powertek are warranted free from defect caused by faulty materials or workmanship for a period of twelve months from date of despatch, unless indicated otherwise. Before use and/or installation, the customer must inspect the goods for damage and specification conformance followed by detailed written notification of damage or non-conformance to Powertek within 7 days after delivery.

Powertek shall not incur any liability to repair or replace under the above warranty unless:

- a) The alleged defective unit is returned to Powertek carriage prepaid along with clear written information.
- b) After examination of the equipment by Powertek confirming that the alleged defect exists and has not been caused by misuse, neglect, method of storage, faulty installation, handling, testing or repair, or by alteration or accident; Powertek liability shall be limited to replacing, repairing or issuing credits at its option for any goods within the above mentioned period.

10. **TECHNICAL ADVICE** – No obligation or liability shall result from Powertek providing technical advice or service in connection with the customer's order or the goods supplied.

11. **LIABILITY AND DAMAGES** - Powertek shall not be liable for any incidental damages, consequential damages, death, injuries, disability, losses, costs or expenses arising from the use or misuse of this product however caused.

Powertek shall not be liable for any costs of removal, reinstallation of goods, loss of goodwill, loss of profits or loss of use arising from the use or misuse of this product however caused.

Powertek shall not be liable to the customer for any indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever which arise out of customer alterations or repairs to goods without the written consent of Powertek, or because the customer did not follow the manufacturers instructions for storage, installation, use or maintenance of the goods.

13. **SUBJECT TO THE LAW OF ENGLAND** - This agreement shall be governed by and construed in accordance with the law of England.

Revision 02

Powertek's conditions of SOR (sale or return)

Before SOR is agreed

1. Any Powertek equipment sold on an SOR basis, requires that the customer informs Powertek in writing of their intended use, allowing Powertek to determine the equipment's suitability.
2. Any Powertek equipment sold on a SOR basis, requires that the customer has allocated sufficient funds and intends to pay for the equipment immediately after testing.

Conditions of return

1. The equipment can be returned to Powertek within 14 days if it does not meet Powertek's specifications and claims.
2. Powertek expects to see reasonable proof that the customer is experiencing problems with the equipment; typically there would be an exchange of emails, faxes or telephone calls between Powertek and the customer. Powertek would expect an opportunity to rectify any reported problem.
3. Equipment was delivered damaged, working or incomplete, this should be reported to Powertek immediately
4. Powertek requires notification before the customer can return the equipment or a component part
5. Any equipment returned without Powertek's approval will be subject to rental charges
6. Any equipment returned damaged is chargeable

Powertek Terms and Conditions of instrument rental and hire

- a) Hire equipment is subject to Powertek's Terms and Conditions of sale
- b) Instrument hire charges are weekly, part week charges are not accepted (e.g. 8 days = 2 weeks hire)
- c) All loss, damages and shortages are chargeable
- d) Goods should be returned to Powertek within 2 days of the declared end of hire period unless agreed otherwise in writing
- e) Notification is required from the customer when the hire period will finish, Powertek will advise a latest return date.
- f) Unless advised otherwise, shipping costs will be charged for delivery and collection of the hire equipment
- g) Technical assistance will be given at the discretion of Powertek