

Terms & Conditions of Purchase

PSM Instrumentation Limited

General

No responsibility will be accepted for any order unless it is issued on our official order form and authorised.

All printed conditions expressed by you are excluded unless accepted by us in writing.

Our order number must be quoted on all invoices, advice notes and any other correspondence relating to this order.

All goods and services are to be supplied in accordance with Health & Safety Act 1974 section 6 and any other relevant regulation.

Any drawings, specifications or information passed from PSM Instrumentation Limited to the supplier in connection with this order are copyright and treated as confidential and must not be issued in any way or passed to third parties without prior written consent from PSM Instrumentation Limited.

Acceptance of an order or delivery of the goods covered by that order is regarded as absolute acceptance of all the terms and conditions of PSM Instrumentation Limited by the supplier.

You are responsible for and hereby indemnify us against all claims which may be made against us or you in consequence of any act, omission or default by yourselves, agents servants or workmen against liability under the Employers Liability Act, Workmens compensation Act and the common law, or any amendment thereof, and you are responsible for any damage or injury to our buildings or plant.

You will indemnify us against all claims or damages for any accident, loss of life, personal injury, loss or damage to third parties, your servants or agents, or the servants or agents of any sub-contractors which may arise from the negligence, willful act or omission of your Company, your contractors or the servants and agents or either of them, in the execution of our order.

Any jigs, tools, dies, patterns, designs, components or materials supplied by PSM Instrumentation Limited for use in connection with the contract:

- (i) Shall be at your risk from the time they leave our factory until they are returned.
- (ii) Shall not be used by you unless in connection with our contract.
- (iii) Shall be preserved by you under such conditions of secrecy as we may prescribe.
- (iv) Shall remain the property of PSM Instrumentation Limited.
- (v) Shall be maintained by you in good order and shall, upon receipt of a written request from PSM Instrumentation Limited, be returned.

Cancellation

We reserve the right to alter the requirements or cancel this order, either in whole or in part, by giving one weeks notice in writing prior to the agreed delivery date without penalty.

We may rescind the contract in whole or in part without notice or penalty:

- (i) If delivery is unreasonably delayed.
- (ii) If goods supplied by you are not to the satisfaction of our inspection department.
- (iii) If acceptance of the goods by us is prevented by war, fire, an act of God, stoppage of our workmen, prohibition or restriction by a competent authority, or any other cause beyond our reasonable control.
- (iv) If the goods are supplied without the correct release note, conformance, calibration or material certification, or any other documentation as specified in the order.
- (v) If the quantities are in excess of the order requirement.

Exercising these rights will result in the goods being returned at the suppliers expense.

Inspection

Inspection and Test by PSM Instrumentation Limited does not relieve the supplier from any responsibility for failure to meet contractual requirements.

Despatch

An advice note fully describing the goods and bearing our order number must accompany any shipment.

All goods must be securely packed and each case or package must bear our order number.

The title to the goods specified on the order shall pass to PSM Instrumentation Limited upon delivery.

Prices

Unless otherwise stated all prices are as stated on our order and shall not be subject to any variation for any reason unless agreed in writing prior to despatch.

Payment

Unless otherwise agreed in writing payment shall be made within 90 days following receipt by the company of the suppliers properly rendered invoice following despatch.

Payment shall not operate as a waiver of any rights of the company under the order or at Law.

A monthly statement of account should be sent each month embodying all invoices

FAILURE TO COMPLY WITH THESE CONDITIONS MAY CAUSE PAYMENT TO BE DELAYED, BUT SUCH DELAY IN PAYMENT SHALL IN NO WAY PREJUDICE THE BUYERS RIGHT TO ANY CASH DISCOUNT TO BE ALLOWED ON THE GOODS SUPPLIED ON THIS ORDER.