

## Terms & Conditions of Order

1. **DEFINITIONS** : The seller means Moorfield Associates, to whom the order is addressed. The buyer means the person, persons, firm or company placing the order. The goods means the articles or things or any of them as described in the order. The specification means the technical description (if any) of the goods contained or referred to in the order. The order means the order placed by the buyer for the supply of the goods. The tender means the quotation as supplied by the seller to the buyer describing the goods, their specification and the sellers terms and conditions of sale.
2. **GENERAL** : The acceptance of the sellers tender includes the acceptance of the following terms and conditions : Any concession made or latitude allowed by the seller to the buyer shall not affect the sellers rights under the contract. If in any particular case any of these conditions shall be held to be invalid or shall not apply to the contract, then the other conditions shall continue in full force and effect.
3. **VALIDITY** : Unless previously withdrawn, the sellers tender shall be firm for a period so stated therein or, when no period is stated, within 30 days only after its date of issue. The seller reserves the right to alter, amend or withdraw the tender at any time within the acceptance period.
4. **ACCEPTANCE** : No binding contract shall come into existence until an order placed by the buyer has been acknowledged by the seller in writing. All contracts shall be deemed to incorporate and be subject to these conditions and the seller shall not be bound by any variation, waiver of, or addition to these conditions except as agreed in writing by the seller. The acceptance by the buyer of the sellers tender must be accompanied by sufficient information as to enable the seller to proceed with the order forthwith, otherwise the seller shall be at liberty to amend the tender prices to cover any increase in cost which has taken place after the date of issue of the tender. Any samples submitted to the buyer by the seller and not returned to the seller works within one month from the date of receipt shall be paid for by the buyer.
5. **DELIVERY and PACKING** : Unless otherwise specified in the tender, packaging in accordance with the sellers standard practice is included in the tender price. Unless specified in the tender the price quoted is FOB the sellers works. The sellers responsibility shall cease immediately the goods are placed on board ship or with carrier and the seller shall be under no obligation to give the buyer the notice specified in section 32(2) of the Sale of Goods Act 1979. Any date named by the seller for delivery or completion is from acknowledgement of order, or where stated in the tender from design verification package sign off, and is given and intended as an estimate only and the seller shall not be liable to make good any damage or loss whether arising directly or indirectly out of delay in delivery. In the event of the delivery being in the opinion of the seller, substantially delayed by any of the following causes; strikes, lock-outs, shortened hours, cessation or delay of labour, transport delays, accidents of any kind, war, riot, or any other cause or contingency whatsoever beyond

the control of the seller, the seller shall be entitled at his option to either:

- i) Treat the contract as terminated in which case the seller shall return to the buyer any pre-payment made by the



buyer and subject to such repayment neither party shall have any further rights against each other, or

- ii) The seller may deliver the goods at a date subsequent to the delivery date, provided that delivery of no part of the goods shall be delayed for more than twelve months from the stated delivery date.

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6. **TITLE** : The seller shall retain title to the goods until payment of the full purchase price has been received by the seller from the buyer.

7. **PERFORMANCE and SPECIFICATION** : The seller accepts no liability for failure to attain any performance figures quoted by the seller unless the seller has specifically guaranteed them in writing in the tender subject to any tolerances specified or agreed to by the seller, in an agreed sum as liquidated damages. If the performance figures of any goods obtained on any test provided for in the contract are outside the rejection limits specified therein, the buyer will be entitled to reject such item.

Before the buyer is able to claim liquidation damages or to reject any item of the goods, the seller is to be given reasonable time and opportunity to rectify their performance. If the buyer becomes entitled to reject any item of the goods the seller will repay to the buyer any sum paid by the buyer to the seller on account of the contract price thereof and any sum that may have accrued due to the buyer in respect of liquidated damages as the agreed sum of liability as quoted in the sellers tender.

Should any item of the goods as supplied by the seller be interfaced with goods supplied by the buyer or any other third party and not being goods as described in the sellers tender, the seller accepts no liability for failure to attain any performance figures quoted by the seller for goods supplied as defined in the tender when such goods are interfaced with any third party goods as described herein. Should the seller quote performance figures in writing for any item of the goods as described in the sellers tender, then the performance figures quoted shall be held to be achievable in an environment as set up at the sellers works as described as the test department.

8. **INSPECTION and TEST** : Should the tender require that the buyer be present for the purposes of witnessing the performance of such tests as specified in the sellers tender, the seller will notify the buyer in writing seven days in advance of the date on which such tests will take place. In the event of any delay on the buyers part in attending such tests and after the said notice has been served, the tests will proceed in the buyers absence and shall deemed to have been made in the buyers presence. If the buyer requires tests or inspections to be made in

addition to the standard tests and inspections made by the seller, the buyer shall be responsible for any costs incurred by the seller in performing such tests as at the request of the buyer. All costs incurred by the buyer in attending any tests whether specified in the tender or not, shall be the responsibility of the buyer and the seller shall not be liable for the said costs.

9. **INSTALLATION** : Where the contract provides for the installation of the goods by the seller and unless otherwise stated in the tender, the sellers tender includes supervision of erection only. The buyer shall at his own expense make provision for the following :
- i) Electrical supplies terminating at suitable points in the apparatus, interconnecting cables, conduits and supports, earthing and electrical equipment.
  - ii) Water supplies and drain facilities terminating at suitable points at the apparatus.
  - iii) Pipe work including catch pot for the rotary pump discharge.
  - iv) Any builders work; for example, provision of plinths, making good, etc.
  - v) Labour and tackle for off-loading the goods, moving it to the final site and for erection under the supervision of a representative of the seller.

vi) Any items other than those specifically described in the tender by the seller. The goods shall be deemed to have been accepted by the buyer upon delivery unless the tender requires that the seller performs a site installation, in which case the goods shall be deemed to have been accepted by the buyer at the date of site acceptance sign off per the sellers site acceptance sign off procedure. The time of acceptance of the goods or items of the goods shall not be delayed on account of additions, minor omissions or defects which do not materially affect the commercial use of the goods. Should the seller incur extra cost owing to the buyers lack of instruction, interruption, delays, overtime, unusual hours, mistakes or work for which the seller is not responsible, such extra costs as well as the cost incurred by keeping any of the sellers men on the site after completion of site acceptance or erection shall be added to the contract price and paid accordingly.

10. **PAYMENT** : Unless otherwise agreed in writing by the seller: The price payable for the goods and the supervision of erection shall be that stated in the sellers tender; Payment shall be made by means of an irrevocable letter of credit confirmed by a UK clearing bank upon presentation of shipping documents and invoices or where an instalment is due upon presentation of invoices relating to such an instalment of or the seller is unable by reason of the buyers instruction or lack of instruction to ship the goods when ready, upon presentation of invoices and notification from the seller that the goods are ready for despatch.

All prices are exclusive of Value Added Tax and where applicable this will be charged at the appropriate rate.

If the contract calls for instalment payments to be made the seller shall be entitled to invoice each instalment as and when delivery thereof has been made or if the tender so states, at the point in time that such instalments shall become payable. If upon the terms applicable to any order the price shall be payable by instalments or if the buyer has agreed to take specified quantities of the goods at specified times a default by the buyer of the payment of any due instalments or the failure to give any instruction in respect of any quantity of goods outstanding shall cause the whole of the balance to be due forthwith. The price of the goods shall be due in full to the seller in accordance with the terms of the contract and the buyer shall not be entitled to set off lien or any other similar right or claim. The time of payment shall be the essence of the contract. Without prejudice to any other rights the seller may have, the seller is entitled to charge interest at 2% above the then current base rate of the National Westminster Bank PLC on overdue payments of the price of the goods of the price of the instalments thereof. If the seller is unable by reason of the buyers instruction or lack of instruction or for reasons beyond the sellers control, to deliver all of any of the goods when ready, the buyer will forthwith remove such goods from the sellers works at the buyers expense and if the buyer shall fail to do so the seller shall be entitled to arrange storage of the goods either at the sellers work or elsewhere and all charges for storage, insurance or

for demurrage shall be payable by the buyer.

11. **PUBLIC LIABILITY** : Any claims against the seller in respect of any damage caused to any property or person shall be limited to the amount (if any) recoverable by the seller in respect thereof under the Public Liability Insurance Policy maintained for the time being by the seller. Copies of the said policy are available for inspection by the buyer on demand.

12. **APPLICABLE LAW** : Unless otherwise agreed to in writing by the seller, the contract in all respects be governed by English law and shall be deemed to have been made in England and both parties agree to submit to the non exclusive jurisdiction of the English courts.

13. **DEFAULT or INSOLVENCY** : If the buyer shall fail to accept the goods or any instalment or part instalment thereof or shall fail to pay any sum due to the seller at the proper time or make default in or commit any breach of any other obligation or if any distress or execution shall be levied on the buyers property or assets of or the buyer shall make or offer to make any arrangement or composition with the buyers creditors or commit any act of bankruptcy or if any bankruptcy petition be presented against the buyer or if any resolution or petition for winding up proceedings against the buyer shall be passed or presented or if a receiver of the whole or any part of the buyers undertaking property or assets shall be appointed, the seller shall at its discretion and without prejudice to any other right or claim may by notice in writing determine wholly or in part any and every contract between the parties or may without prejudice to the sellers right subsequently to determine the contract for the same cause should the seller so decide, by notice in writing suspend further deliveries of goods until any defaults by the buyer have been remedied.

14. **PATENTS and COPYRIGHTS** : Where the goods are supplied by the seller which are manufactured under any letters patent the buyer shall not dispute the validity of such letters patent and will not do any act or thing which will infringe any such letters patent. The seller shall retain the copyright in all drawings and specifications supplied by the seller, which shall not be reproduced in whole or in part without the written consent of the seller. The seller reserves the right to make a charge for any drawings or information as supplied to the buyer at the request of the buyer.

15. **WARRANTY** : The seller undertakes to replace or repair at the option of the seller and to deliver carriage paid any goods or parts thereof (except goods or parts not manufactured by the seller) proved to the satisfaction of the seller to have been defective in material or workmanship when originally despatched if returned to the sellers works carriage paid within the warranty period as stated in the sellers tender of if no such period be quoted for a term of six months. This warranty shall not apply to : All goods supplied by the seller to the buyer of a consumable nature (e.g. filaments, electron multipliers, channel plates, etc.); Any products which have been materially altered

otherwise than by the seller; Any products which have been subject to accident or damage caused by any negligent act or omission or circumstances beyond the control of the seller or by improper maintenance, storage or by other abnormal use of service and in addition, the warranty for products replaced or repaired pursuant to the provisions hereof shall be only the unexpired portion of the original warranty period. This warranty is expressly in lieu of and excludes all other express or implied conditions or warranties or representations included but not limited to warranties of fitness for particular purpose, use or application, and all other obligations or liabilities, warranties or obligations are expressly agreed to by the seller. Unless otherwise stated in the tender the warranty period shall commence from the date of despatch from the seller's works.