Terms and Conditions of Sale

In these conditions the "Seller" means Bowers Metrology Limited. "Customer" means the purchaser of the Goods from the Seller. "Goods" means any goods agreed in the Contract to be supplied to the Customer by the Seller (including any part or parts for them). "Contract" means any agreement between the Seller and the Customer for the sale and purchase of Goods and/or Services, incorporating these conditions. "Services" means any services (including design services) agreed in the Contract to be supplied to the Customer by the Seller.

1. APPLICATION OF TERMS

1.1 The Contract shall be subject to these conditions, to the exclusion of all other terms and conditions including any the Customer attempts to apply any variation of the Contract shall have no efect unless expressly agreed in writing by the Seller.

1.2 A Contract will only be binding:

1.2.1 in the case of orders to be delivered within the United Kingdom, upon acceptance by the Seller of the Customer's order; or

1.2.2 in the case of orders to be delivered outside the United Kingdom, upon whichever shall be the later of acceptance in writing by the Seller of the Customer's order or notification to the Seller that any Letter

of Credit (which the Seller may have requested prior to written acceptance of the order) has been opened and that any necessary export or import licence or exchange permit has been granted; and the following conditions shall be deemed to be incorporated into the Contract.

1.3 Each order or acceptance of a quotation by the Customer from the Seller shall be deemed to be an ofer by the Customer to buy Goods and/or Services subject to these conditions.

1.4 Any quotation is given on the basis that no Contract shall come into existence until the Seller despatches an acknowledgement of order to the Customer. Any quotation is valid for a period of 30 days only from its date (unless otherwise specified), provided that the Seller has not previously withdrawn it. Quotations may be withdrawn or updated at any time by the Seller or may be issued subject to special conditions.

1.5 The quantity and description of the Goods and/or Services shall be as set out in the Seller's quotation or acknowledgement of order.

1.6 Unless otherwise specifically agreed all tests, test pieces, and inspections whatsoever required by the Customer will be charged extra. All tests and inspections (whether or not being tests of chemical composition) shall take place under the Seller's standard testing arrangements and such tests shall be final. All tests are subject to analytical tolerances.

2. PRICES

2.1 Where the goods are sold by reference to the Seller's published price list the price payable for the goods shall be the ruling price as published in the price list current at the date of despatch of the goods from the Seller's premises (in the case of orders to be delivered within the United Kingdom) or in the price list current at the date of written acknowledgment of the Customer's order by the Seller (in the case of orders to be delivered outside the United Kingdom). The catalogue price list can be used as a guide only, due to currency fluctuations and variation in material costs the prices are subject to change without prior notice.

2.2 In other cases the price stated in the contract is based on the cost to the Seller of raw materials, fuel and power, transport and labour and all other costs at the date of acceptance of the order or quotation (whichever is earlier). If at the date of despatch of the goods from the Seller's premises there has been any increase in all or any of such costs the price payable for (the goods may at the request of the Seller be increased accordingly).

2.3 Where the price for the goods is varied in accordance with this condition the price as varied shall be binding on both parties and shall not give either party any option of cancellation.

2.4 Unless specifically agreed otherwise there shall be added to the price for the goods

any value added tax and

any other tax or duty relating to the manufacture, transportation, export, import sale or delivery of the goods (whether initially charged on or payable by the Seller to the Customer). The price for the goods does NOT include delivery unless otherwise agreed, in the case of orders from outside the United Kingdom the price is exworks incoterms. Where expedited delivery is required by the Customer, the extra cost for the expedition of the delivery shall be borne by the Customer and added to the price for the goods.

2.5 Quotations in a currency other than Sterling are based on the rate of exchange fixed by the Seller at the time of acknowledging in writing the Customer's order and unless otherwise stated the price may be subject to revision by the Seller up or down if any diferent rate of exchange is ruling at the date of invoice.

2.6 VAT: Added to all UK invoices at current rate, all listed prices are shown exclusive of VAT

3. MINIMUM ORDER & DELIVERY CHARGES

3.1 There is a minimum order value of GBP 50.00 Nett.

3.2 Orders between GBP 50.00 and GBP 100.00, carriage charge of GBP 10.00. M&W & Baty Gauging orders over GBP 100.00 are Carriage Paid on a 2-3-day UPS service.

3.3 Bowers orders over GBP 500.00 are Carriage Paid, delivered on a 1-2-day UPS service to a UK Mainland address.

3.4 Bowers orders between GBP 50 and GBP 500.00 are GBP 10.00 delivered on a 1-2-day UPS service to a UK Mainland address. Orders Next Day before 1030 are GBP 30.00

3.5 Orders Next Day before 1200 are GBP 20.00. Additional charges apply to other locations (e.g., Northern Ireland, Isle of Man etc) and to certain products, and will be advised at point of quotation.

4. TERMS OF PAYMENT

4.1 Payment of the price is due in pounds sterling unless otherwise agreed.

4.2 Time for payment shall be of the essence.

4.3 No payment shall be deemed to have been received until the Seller has received

cleared funds.

4.4 All payments payable to the Seller under all Contracts shall become due immediately on termination of any Contract despite any other provision.

4.5 The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-of, counterclaim or discount unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Seller to the Customer.

4.6 If a Termination Event occurs or the Customer fails to pay the Seller any sum due under the Contract, the Seller may suspend work and delivery on all goods and services and the Customer shall be liable to pay interest to the Seller on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of the Bank of England, accruing on a daily basis until payment is made, whether before or after any judgment. The Seller reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

4.7 Where Goods are to be delivered outside the United Kingdom, payment must be made against delivery of the Goods or shipping documents, Ex-works incoterms unless credit arrangements within the United Kingdom approved by the Seller have been made.

4.8 Subject to credit being approved, payment for Goods shall be made to the Seller within 30 days following the month of invoice. For projects where stage payments are agreed, payment for Goods shall be made to the Seller on the following terms:

4.8.1 30% of the price - on acceptance by the Seller of Customer's order;

4.8.2 60% of price - on delivery of equipment to Customer's site, or on notification by the Seller that it is ready to despatch the goods, whichever shall be the earlier.

4.8.3 10% of price - 30 days following installation and training of equipment.

4.8.4 If credit is not approved, payment must be received by Proforma invoice and fully paid prior to delivery. Terms are based on credit being ofered following a credit check and or acceptance from our credit insurers.

5. RISK & TITLE TO GOODS

5.1 The Goods are at the risk of the Customer from the time of delivery.

5.2 Ownership of the Goods shall not pass to the Customer until the Seller has received in full (in cash or cleared funds) all sums due to it in respect of:

5.2.1 the Goods; and

5.2.2 all other sums which are or which become due to the Seller from the Customer on any account.

5.3 Until ownership of the Goods has passed to the Customer, the Customer shall:

5.3.1 hold the Goods on a fiduciary basis as the Seller's bailee;

5.3.2 store the Goods (at no cost to the Seller) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Seller's property;

5.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and

5.3.4 maintain the Goods in satisfactory condition and keep them insured on the Seller's behalf for their full price against all risks to the reasonable satisfaction of the Seller. On request the Customer shall produce the policy of insurance to the Seller.

5.4 The Customer's right to possession of the Goods shall terminate immediately if:

5.4.1 the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer;

or

5.4.2 the Customer sufers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Seller and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade or the Seller reasonably believes that any of the above is likely to occur; or

5.4.3 the Customer encumbers or in any way charges any of the Goods, (together "Termination Events").

5.5 The Seller shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Seller.

5.6 The Customer grants the Seller, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.

5.7 Where the Seller is unable to determine whether any Goods are the goods in respect of which the Customer's right to possession has terminated, the Customer shall be deemed to have sold all goods of the kind sold by the Seller to the Customer in the order in which they were invoiced to the Customer.

5.8 On termination of the Contract, however caused, the Seller's (but not the Customer's) rights contained in this condition 5.0 shall remain in effect.

6. WARRANTY/GUARANTEE: LIMIT OF RESPONSIBILITY

6.1 Where the Seller is not the manufacturer of the Goods, the Seller shall endeavour to transfer to the Customer the benefit of any warranty or guarantee given to the Seller.

6.2 The Seller warrants that (subject to the other provisions of these conditions) on delivery and for a period of 12 months unless otherwise stated, the Goods shall:

6.2.1 be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and

6.2.2 be reasonably fit for any particular purpose for which the Goods are being bought if the Customer had made known that purpose to the Seller in writing and the Seller has confirmed in writing that it is reasonable for the Customer to rely on the skill and judgement of

the Seller.

6.3 The Seller warrants that the Services shall be provided with reasonable care and skill and, as far as

reasonably possible, in accordance with any specification agreed in writing by the Seller.

6.4 The Customer shall not be liable for a breach of any of the warranties in condition 6.2 unless:

6.4.1 The Customer gives written notice of the defect to the Seller, and, if the defect is as a result of damage in transit to the carrier, within [2] days of the time when the Customer discovers or ought to have discovered the defect; and

6.4.2 The Seller is given a reasonable opportunity after receiving the notice of examining such Goods and the Customer (if asked to do so by the Seller) returns such Goods to the Seller's place of business for the examination to take place there.

6.5 The Seller shall not be liable for a breach of any of the warranties in condition 6.2 if:

6.5.1 the Customer makes any further use of such Goods after giving such notice; or

6.5.2 the defect arises because the Customer failed to follow the Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or

6.5.3 the Customer alters or repairs such Goods without the written consent of the Seller.

6.6 Subject to condition 6.3 and condition 6.5, if any of the Goods do not conform with any of the warranties in condition 6.2 the Seller shall at its option repair or replace such Goods (or the defect part) free of charge provided that, if the Seller so requests, the Customer shall, at the [Seller's] expense, return the Goods or the part of such Goods which is defective to the Seller.

6.7 If the Seller complies with condition 6.6 it shall have no further liability for a breach of any of the warranties in condition 6.2 in respect of such Goods.

6.8 Any Goods replaced shall belong to the Seller and any repaired or replacement

Goods shall be guaranteed on these terms for the unexpired portion of the 12-month period.

6.9 A claim in respect of any defect or failure to comply with the specification or in respect of any delivery or instalment of any order or any part thereof shall not entitle the Customer to cancel or refuse delivery of or payment for any other order, delivery or instalment or any part of the same order, delivery or instalment.

7. DELIVERY AND DELAYS

7.1 Unless otherwise agreed in writing by the Seller, delivery of the Goods shall take place at the Seller's place of business.

7.2 Any delivery dates specified in the Contract are approximate only and, unless otherwise expressly stated, time is not of the essence for delivery. The Seller will not be liable in any circumstances for the consequences of any delay in delivery or failure to deliver.

7.3 Subject to the other provisions of these conditions the Seller shall not be liable for any direct, indirect or consequential loss caused directly or indirectly by any delay in delivery (even if caused by the Customer's negligence) nor shall any delay entitle the Customer to terminate or rescind the Contract (or any further instalment) unless such delay exceeds [180] days.

7.4 Collection of goods: Customers are welcome to collect goods from our warehouse, however in order to avoid any inconvenience, please allow us 2 hours notification to prepare your order.

7.5 Non delivery of goods must be advised in writing to us within 3 days of receipt of invoice, otherwise you are liable for the cost of the goods

7.6 All items out of stock will be automatically back ordered, if you do not wish to keep any of the items on back order, please mark your order "Ex−stock or Cancel".

8. DAMAGE,

8.1 In the case of sales to Customers within the United Kingdom risk in the goods passes on despatch from the Seller's works and the Seller accepts no responsibility for any damage or loss in transit. Where relevant claims for damage or loss in transit should

be made on any carrier employed by the Seller and any conditions imposed by such carrier in relation to claims for damage or loss in transit should be complied with,

8.2 In the case of sales to Customers outside the United Kingdom risk passes at the point specified in the contract and the Seller will entertain a claim by the Customer in respect of loss or damage in transit only if the Customer:

8.2.1 Gives written notice to the Seller within 21 days of non−delivery or within 7 days of the delivery in any other case and;

8.2.2 Where the goods are transported by an independent freight carrier, complies in all respects with the freight carrier's conditions of carriage for notifying claims for loss or damage in transit.

9. DELAYED ACCEPTANCE

9.1 If for any reason the Customer is unable to accept delivery of the goods when the goods are due and ready for delivery the Seller may arrange storage of the goods at the Customer's risk and the Customer shall be liable to the Seller for the, reasonable costs (including insurance) of such storage. This provision is without prejudice to any other right which the Seller may have in respect of the Customer's failure to take delivery of the goods or pay for them in accordance with the contract.

10. TERMINATION

10.1 If the Customer enters into a deed or arrangement or commits an act of bankruptcy or compounds with his creditors or if a receiving order is made against him or (being a company) it shall pass a resolution or the Court shall make an order that the Customer shall be wound up (otherwise than for the purposes of amalgamation or reconstruction) or shall become subject to an administration order or if a receiver (including an administrative receiver) shall be appointed of any of the assets or undertaking of the Customer or if circumstances shall arise which entitle the Court or a Creditor to appoint a receiver (including an administrative receiver) or a manager or which entitle the Court to make a winding up order or if the Customer takes or sufers any similar action in consequence of debt or if the financial responsibility of the Customer shall in the opinion of the Seller become impaired or if the Customer shall commit any breach of any part of the contract the Seller may without prejudice to its rights and remedies

hereunder stop all goods in transit and suspend further deliveries and by notice in writing to the Customer may forthwith terminate the contract.

11. TOLERANCES

11.1 Unless otherwise specifically agreed all tests, test pieces and inspections whatsoever required by the Customer will be charged extra. All tests and inspections (whether or not being tests of chemical composition) shall take place under the Seller's standard testing arrangements, and such tests shall be final. All tests are subject to analytical tolerances.

12. LIMITATION OF LIABILITY

12.1 Subject to condition 6 and condition 7 the following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

12.1.1 any breach of these conditions;

12.1.2 any use made or resale by the Customer of any of the Goods, or of any product incorporating any of the Goods; and

12.2 any representation, statement or tortuous act or omission including negligence arising under or in connection with the Contract.

12.3 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

12.4 Nothing in these conditions excludes or limits the liability of the Se

12.4.1 for death or personal injury caused by the Seller's negligence; or

12.4.2 under section 2(3), Consumer Protection Act 1987; or

12.4.3 for any matter which it would be illegal for the Seller to exclude o exclude its liability;

or

12.4.4 for fraud or fraudulent misrepresentation.

12.5 Subject to condition 12.2 and condition 12.3:

12.5.1 The Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and

12.5.2 The Seller shall not be liable to the Customer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

13. PATENTS

13.1 The Customer shall indemnify the Seller against all actions, costs (including the cost of defending any legal proceedings) claims proceedings, accounts and damages in respect of any infringement of alleged infringement of any patent, registered design, unregistered design right, copyright, trademark or other industrial or intellectual property rights resulting from compliance by the Seller with the Customer's instructions, whether express or implied.

14. INDEMNITY

14.1 The Customer agrees upon demand to indemnify the Seller against all losses, damages, injury, costs and expenses of whatever nature sufered by the Seller to the ex tent that the same are caused by or related to

14.1.1 Designs, drawings or specifications given to the Seller by the Customer in r espect of goods produced by the Seller for the Customer; or

14.1.2 Defective materials or products supplied by the Customer to the Seller and incor porated by the Seller in goods produced by the Seller for the Customer; or

14.1.3 The improper incorporation assembly, use, processing, storage or handling of goods by the Customer.

15. NON-STANDARD

15.1 Where the Customer orders goods or materials of a type, size or quality not normally produced by the Seller will use all reasonable endeavours to execute the order

, but if it proves impossible, impracticable or uneconomical to carry out or complete the order, the Seller reserves the right to cancel the contract or the uncomple ted balance thereof in which event the Customer will only be liable to pay for the part thereof actually delivered.

16. PATTERNS, DIES, TOOLS,

16.1 Where the Customer supplies patterns, dies, tools, drawings or equipment the Seller shall be entitled to assume that the same are in good condition, true to drawing and entirely suitable to the Seller's methods of production, and for the production of the goods ordered in the quantities required;

16.2 While the Seller uses all reasonable endeavours to verify patterns, dies, tools, drawings and equipment supplied by the Customer no responsibility is accepted by the Seller for their accuracy.

16.3 All replacements, alterations and repairs to the Customer's patterns, dies, tools, drawing and equipment shall be paid for by the Customer.

16.4 Where the patterns, dies, tools, drawings and equipment are not supplied by the Customer only those which are specially made by the Seller and separately charged to the Customer in full shall, when paid for by the Customer become the property of the Customer.

16.5 Carriage on patterns, dies, tools and equipment supplied by the Customer will be paid by the Seller in one direction only.

16.6 The Seller will take all reasonable care of the Customer's patterns, dies, tools, drawings and equipment while in the Seller's possession but does not accept liability for loss or damage thereto, howsoever arising, except where neglect on the part of the Seller or its agents was the direct cause of loss or damage and in those circumstances the Seller's liability shall be limited to the actual cost of replacement or repair to the exclusion of all other expenses, consequential losses, loss of profits and other expenses, liabilities and losses howsoever arising.

16.7 The Seller reserves the right to destroy or otherwise dispose of patterns, dies, tools, drawings and

equipment in its possession of custody (whether or not the property of the Customer)

from which the Customer has not required goods to be made for a period of 12 months or more in the case of patterns and three years or more in all other cases.

17. PACKING

17.1 The Seller uses its best endeavours to ensure, where necessary suitability of packing before despatch but no claim will be accepted by the Seller for breakage or damage in transit on the ground of alleged unsuitability for packing.

18. SUB-CONTRACTING

18.1 The Seller shall be entitled to sub−contract any work relating to the contract without obtaining the consent of, or giving notice to, the customer.

19. CANCELLATION OF ORDERS

19.1 Where "coded" goods are held in stock the Seller will not charge for cancellation of order if made in writing prior to shipment.

19.2 For "coded" goods not in stock, the Seller will charge a cancellation fee of up to 100% to cover any costs incurred by the Seller

19.3 Any cancellation of orders for items that have been Manufactured or ordered from a Supplier against the

Customers order, will be charged a cancellation fee of up to 100% to cover the costs incurred by the Seller.

20. RETURNS

20.1 Any Goods returned for any reason other than being faulty or dam
to a 25% re−stocking

charge. We cannot accept back for Credit, Replacement or Exchange g
been deface or engraved in any way, or if not supplied with the origina
Manual or Certification originally supplied with the goods. Any goods r
returned within 30 days of date of invoice.

21. SPECIFICATIONS

21.1 As improvement is a continuous process, we reserve the right to change

specifications without prior notification.

22. APPLICABLE LAW

22.1 The contract shall in all respects be governed by and construed in accordance with English Law and the Customer hereby submits to the non-exclusive jurisdiction of the English Courts. Conditions of Sale applies for orders within the United Kingdom and Overseas.

September 2020