

## Terms and Conditions of Sale

### Definition

Unless otherwise stated in writing, in any contract between System Devices UK Ltd. (hereinafter called the Company) and a Customer, the following standard conditions shall apply to all contracts between the Company and the Customer relating to the sale of goods and supersede any and all conditions of the Purchaser's Order.

### Quotation and Acceptance

Quotations are valid for thirty (30) days and represent no obligation until the Company accepts the order. The Company reserves the right to adjust the price to correspond with conditions prevailing at the date of despatch.

### Price and Delivery

- a) Prices do not include VAT, packing and carriage.
- b) Any delivery period quoted is an estimate only and commences from the Company's acknowledgement of the order. Provided the Company takes all reasonable steps to deliver the goods at the time stated, the Company shall be under no liability for failure to do so.
- c) The Company reserves the right to deliver in more than one consignment and to invoice separately.
- d) Should a Customer request the Company to withhold delivery for any reason, the Company reserves the right to invoice the goods at the original delivery date which will be the date of commencement of the warranty.

### Terms of Payment

Strictly 30 days from the date of invoice. The Company shall be entitled in the event that any amount payable to it under any contract is overdue, without prejudice to any other right, suspend deliveries until such payments have been made and further payments secured to the Company's satisfaction.

### Monies Outstanding Beyond Our Normal Credit Terms

Any account outstanding beyond our credit terms of reference will be passed out of hand to our debt recovery agency and will be subject to a surcharge to cover the cost incurred; such accounts will also be subject to any other costs incurred in obtaining settlement.

### Interest Charges on Outstanding Accounts

Due to high interest charges, a credit charge of 4% above the bank base rate will be made if an invoice is not paid by the due date. The Company reserves the right to vary the rate of interest charged.

### Force Majeure

If the Company is prevented from, delayed or hindered (whether wholly or in part) in performance of any contract or in compliance with any condition or performance of any warranty given by strike, lockout, trade dispute, act of God, war, riot, explosion, fire, shortage of materials, labour or transport or fuel, or without limiting the generality of the foregoing by other cause or consequence outside the Company's direct control whether affecting its own business or that of any supplier or subcontractor, the Company shall not be liable for any loss or damage (direct, indirect or consequential) to the Customer or any third party.

### Value Added Tax

VAT is chargeable in accordance with current legislation at the time.

### Risk, Property and Repossession

The property in the goods shall not pass to the Customer and the full legal and beneficial ownership of the goods shall remain with the Company unless and until the Company has received payment in full for: the goods the subject of a particular contract.

The Company shall be entitled to immediate redelivery of the goods and to resell the goods any time after the due date for payment or before such due date in the case of occurrence of any of the following events namely:

- a) appointment of a receiver or liquidator over assets of the Customer
- b) the bankruptcy of the Customer (if an individual or partnership)
- c) the Customer being unable to meet its debts in the normal course of business and for the purpose of such recovery and/or resale of the goods the Company shall be entitled and the Customer hereby grants to the Company its officers servants or agent a licence (which will be binding upon the Customer's liquidator, receiver or trustee in bankruptcy [as appropriate]), with prior notice, to enter upon the premises of the Customer during normal business hours and to remove the goods from the premises.

The goods remain entirely at the Customer's risk after delivery has been made by the Company.

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## Hardware Warranty

The Company warrants, for 12 months, to the original purchaser of the Company's goods which proves defective during normal use, that it will replace or repair parts found by the Company to be defective due to faulty workmanship or faulty parts.

The Company accepts no responsibility for and issues no warranty for goods which have not been used in accordance with the specifications for said parts.

Excluded from the above statement are resale items such as personal computers for which the original manufacturer's warranty is passed on.

## Software Warranty

The Company warrants against functional defects found during a period of six months after delivery. The Company's sole obligation shall be to correct any such defect in a manner chosen by the Company in its sole discretion.

## Return of Goods

Goods incorrectly ordered (either as to type or as to quantity) by the Customer will NOT be accepted for return by the Company. However, such approval may be given at the sole discretion of the Company and will be subject to a cancellation charge.

## Complaints

Any complaint by the Customer relating to an invoice must be notified by the Customer to the Company in writing within 14 days of the date of invoice.

## Proper Law

These conditions shall be governed and construed by English law and the English courts shall have exclusive jurisdiction in connection herewith.

## Headings

The headings for these conditions are included for convenience only and shall not affect their interpretation.



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