



## **CONDITIONS OF SALE**

### **1 Interpretation**

#### 1.1 In these conditions:

“Company” means Transmon Engineering Limited (company number 4216742 whose registered office is at 2a, The Half Croft, Syston, Leicestershire, LE7 1LD.

“Customer” means the person firm or company to whom a quotation is addressed or whose order is accepted by the Company.

“Goods” means the goods (including any instalment of the goods or any parts for them), which the company is to supply in accordance with these conditions.

“Conditions” means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the customer and the Company.

“Contract” means the contract for the sale and purchase of the Goods.

#### 1.2 Any reference in these conditions to any provision of a statute shall be construed as a reference to that provision as amended re-enacted or extended at the relevant time.

#### 1.3 The headings in these conditions are for convenience only and shall not affect their interpretation.

### **2 Basis of Sale**

#### 2.1 The Company shall sell and the Customer shall purchase the Goods solely in accordance with any written order of the Customer, which is accepted in writing by the Company subject to these Conditions, which shall govern the Contract.

#### 2.2 If the Customer’s order contains special printed conditions such conditions are only binding in so far as they are not at variance with these Conditions and have been accepted in writing by the Company.

#### 2.3 The Company’s employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Company in writing. In entering the Contract the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations, which are not so confirmed.

#### 2.4 Any advice or recommendation given by the Company or its employees or agents as to storage, application or use of the Goods which is not confirmed in writing by the Company is followed or acted upon entirely at the Customer’s own risk and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.



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### **3 Orders and Specifications**

- 3.1 No order submitted by the Customer shall be deemed to be accepted by the Company unless and until confirmed in writing by the Company's authorised representative.
- 3.2 The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Customer, and for giving the Company any necessary information relating to the Goods within a sufficient time to enable the Company to perform the Contract in accordance with its terms.
- 3.3 The quantity, quality and description of and any specification for the Goods shall be those set out in the Customer's order (if accepted by the Company).
- 3.4 The Company reserves the right to make any changes in the specification of the Goods which are required to conform to any applicable safety or other statutory requirements or, where the Goods are to be supplied to the Companies specification, which do not materially affect their quality or performance.
- 3.5 No order which has been accepted by the Company may be cancelled by the Customer except with the agreement in writing of the Company and on terms that the Customer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.
- 3.6 Where an order is placed items which need to be manufactured then these items will be subject to a lead time as stated at the time of ordering.

### **4 Price of the Goods**

- 4.1 The Price of the Goods shall be the price specified in the written acceptance by the Company of the Customers order.
- 4.2 Prices are quoted by the Company and are to be paid in pounds sterling unless the Company has confirmed in writing an alternative currency.
- 4.3 The Company reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Company which due to any factor beyond the control of the Company (such as, without limitation, a foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture) any change in delivery dates quantities or specifications for the Goods which is requested by the Customer or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions.
- 4.4 Except as otherwise agreed in writing by the Company, all prices are quoted by the Company on an ex- works basis.



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- 4.5 Prices for the Goods do not include value added or any other tax, duty or levy or imposition of whatsoever nature and by whomsoever imposed which shall be payable by the Customer in addition to the price for the Goods.
- 4.6 Packing, where required and unless otherwise stated, will be charged to the Customer in addition to the price of the Goods.

### 5 Delivery and Insurance

- 5.1 For a destination within the United Kingdom the Company will arrange delivery of Goods to any address specified by the Customer (“the Specified Destination”) and will charge the Customer with all delivery costs. For a destination outside the United Kingdom, the Company will at the Customer’s request and costs (such cost to be paid at the same time and in the same manner as the price for the Goods) deliver Goods to the most appropriate port or airport in the United Kingdom (“the Specified Port”), arrange to ship the Goods to the destination specified by the Customer and insure the Goods during shipment in accordance with the London Underwriters Institute Cargo Clauses (All Risks), Institute War Clauses, Institute Strike and Civil Commotions Clauses. Provided that the Company shall be under no liability whatsoever for any loss or damage arising through the choice of carrier or any act or omission of the carrier.
- 5.2 The Company shall use all reasonable efforts to deliver the Goods in accordance with times specified but shall not be liable for any loss or damage arising from late or non- delivery however caused. Refusal of the Customer to accept part or whole delivery at the time specified in the Contract shall permit the Company to treat the Contract as repudiated by the Customer and to decline to make further deliveries without prejudice to the Company’s right to recover damages for breach of Contract.
- 5.3 Any insurance of the Goods by the Company will not extend beyond the point at which the Goods are delivered on the carrier’s vehicle to the Specified Destination or the Specified Port as the case maybe and the Customer shall arrange insurance of the Goods during off-loading from the carrier’s vehicle and transit to and installation in the Customer’s premises.
- 5.4 The Customer shall keep the Goods comprehensively insured against loss or damage (and in the event of such loss or damage shall hold the proceeds of such insurance on behalf of the Company as trustee for the Company) until such time as title to the Goods passes to the Customer in accordance with the provisions in Clause 7 below.

### 6 Passing of Risk

- 6.1 For a destination within the United Kingdom the risk of any loss or damage to or deterioration of the Goods from whatsoever cause arising shall pass to the Customer upon arrival of the Goods on the carrier’s vehicle at the Specified Destination.
- 6.2 For a destination outside the United Kingdom the same risk will pass to the Customer on arrival of the Goods on the carrier’s vehicle at the Specified Port.



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### 7 Passing of Title

- 7.1 The title to and the property in the Goods shall not pass from the Company until the Customer shall have paid to the Company the whole of the sums due to the Company under the Contract. Should the Customer remain in default of any payments under this Contract the Company reserves the right to decline to make any further deliveries irrespective of which contract with the Customer they spring from and to rescind the Contract in question without prejudicing its right to take back at once from the Customer the Goods which by virtue of this clause are still the Company's property.
- 7.2 If it should not prove possible to detach the said Goods the Company shall have full legal and beneficial ownership of the unit into which the Company's Goods have been inserted without accepting any liability whatsoever in respect of such converted Goods. The Customer shall store all Goods delivered by the Company but for which payment has not been made in such a way as to be clearly separate and identifiable from the Customer's other Goods and products and the Customer hereby grants to the Company, its servants or agents the right in default of due payment to the Company at the stipulated time to enter onto the Customer's premises for the purpose of recovering such Goods.
- 7.3 If the Customer shall sell any Goods delivered by the Company in such manner as to pass to a third party a valid title to the Goods but shall be in default of payment to the Company the Customer shall hold the proceeds of such sale on trust for the Company providing that nothing herein shall constitute the Customer, the agent of the Company, for the purposes of any such sub-sale and also providing that the Customer shall not be entitled to sell such Goods after the appointment of a Receiver to its property or it has been placed in liquidation or not being a Company has committed an act of bankruptcy.

### 8 Claims

- 8.1 The Customer shall examine the Goods on delivery for any obvious damage or shortage and any Claims must be communicated to both the Company and the carrier in writing within three days of delivery. Any other Claims that the Goods are not in conformity with the Customer's order must be communicated to the Company within seven days of delivery.
- 8.2 Non-delivery shall be reported in writing to the Company within three days of the date of advice of dispatch or respect of Goods bound for a destination outside the United Kingdom where the Customer has requested the Company to arrange shipping and insurance in accordance with Clause 5 non-delivery shall be reported in writing to both the Company and the carrier within fourteen days of the scheduled arrival date at the overseas port or point of arrival.
- 8.3 If the Customer fails to give notice or report in accordance with the Clause, Goods of the quality and quantity specified in the Contract shall be deemed to have been delivered to the Customer and the Customer shall be bound to pay for the same.

### 9 Payment

- 9.1 In respect of Goods for a destination in the United Kingdom to Customers that have **no account** with Transmon Engineering Limited payment shall be made prior to dispatch/installation.



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- 9.2 In respect of Goods for a destination in the United Kingdom to Customers that have opened an account with Transmon Engineering Limited and upon advice of dispatch/installation of the goods being given to the customer payment shall be made **30 Days Net monthly**.
- 9.3 For Customers outside the UK trading with Transmon Engineering Limited payment shall be made prior to dispatch/installation.
- 9.4 The Company reserves the right to add interest to the outstanding balance of overdue balances on accounts (that exceeds 9.2) at the rate of 5% per month, accruing daily.
- 9.5 The Company reserves the right to place a customer on pro-forma status as a result of having not complied with clause 9.2 resulting in poor credit history.

### 10 **Force Majeure**

Should the manufacture or delivery of Goods be prevented or delayed by any act or circumstance beyond the Company's reasonable control, the Company may, without incurring liability to the Customer, cancel or suspend the Contract at its sole option.

### 11 **Health and Safety**

The Customer shall ensure that the Goods are used in accordance with any relevant information or advice which the Company may make available to the Customer and in accordance with all applicable legal requirements.

### 12 **Import Licenses**

The Customer shall at its own expense obtain all necessary licenses. Any delay in obtaining or failure to obtain an import license shall not affect the Customer's obligations hereunder including (but without limitation) the obligation to pay for the Goods.

### 13 **Warranties and Liability**

- 13.1.1 Published specifications are approximate only and shall not form part of the Contract. The Company will use its best efforts to ensure that Goods comply with any specification referred to in the order acceptance but reserves the right to amend the specification of the Goods at any time without reference to the Customer.
- 13.1.2 Subject to the conditions set out below the Company warrants that the Goods manufactured by the Company are free from defects in materials and workmanship. Warranty procedure is available from The Company.
- 13.1.3 The above warranty is given by the Company subject to the following conditions:
- 13.1.4 The Company shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Customer;



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- 13.1.5 The Company shall be under no liability in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Company's approval;
- 13.1.6 The Company shall be under no liability under the above warranty (or any other warranty, condition or guarantee), if the total price for the Goods has not been paid by the due date for payment;
- 13.1.7 The above warranty does not extend to parts, materials or equipment not manufactured by the Company, in respect of which the Customer shall only be entitled to then benefit of any such warranty or guarantee as is given by the manufacturer to the Company in so far as they are compatible with these conditions and are legally assignable.
- 13.1.8 Should the company cease trading due to force majeure, declaration of war, terrorist attack, earthquake, flooding or any reason whatsoever then all warranties express or implied including those defined in this clause will be immediately considered null and void.
- 13.2 Any claims under this Clause must be notified by the Customer to the Company in writing within seven days of the defect becoming apparent to the Customer and failing such notification the Company shall not be liable under the warranty contained in this Clause. The Company shall not be liable in respect of any defects unless proceedings are commenced in respect of the same by the Customer not later than the period stipulated in the Warranty procedure. A copy of which the Customer will be supplied with on request. On receipt of a claim under this Clause the Company shall be entitled to inspect the Goods. The Company reserves the right at its sole discretion to decide whether any Goods or parts are defective and shall direct the Customer either to return the Goods or parts therefore (carriage and insurance paid by the Customer) to the Company or to receive the Company's engineer at the place where the Goods are installed, the travel and accommodation expenses of such engineer to be charged to the Customer. Where the Company is satisfied that any claim is within this warranty the Company will repair or replace free of charge any defective item of the Goods. The Customer shall reimburse the Company for any insurance, freight or other charges incurred in shipping any spares or exchange parts of the repaired Goods to the Customer.

## 14 Patents

Where the Company manufacture Goods to the Customer's design, the Customer indemnifies the Company against loss arising from any claims that the manufacture or sale of such Goods in accordance with the Customer's design infringes any third parties patent or other industrial property rights.

## 15 Limitation of Liability

- 15.1.1 Subject as expressly provided in these Conditions and where the Goods are sold to a person dealing as a Consumer within the meaning of the Unfair Contract Terms Act 1977 all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 15.1.2 Where the Goods are sold under a consumer transaction (as defined by the Consumer





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Transactions (restrictions on Statements) order 1976) the statutory rights of the Customer are not affected by these Conditions.

- 15.1.3 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Customer by reason of any representation, or under express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise) costs, expenses or other claims for consequential compensation whatsoever (and whether caused by negligence of the Company or its employees or agents or otherwise) which arise out of or in connection with the supply of Goods or their use or resale by the Customer, except as expressly provided in these Conditions.

## 16 Parts/System Dispatch/Installation

### 16.1 Parts/System Dispatch

Transmon is not responsible for the improper application and installation of the product: Before installing and using the user should determine the suitability of the product for its intended use; the user assumes all risks and liability in connection therewith. Installation times vary by the product by the machine and by the ingenuity and work ethic of the installer mechanic. Transmon assumes no liability in connection with actual installation times of any product.

- 16.2 Transmon is not responsible for the improper programming of the settings of the device or configuration of wireless radios.

- 16.3 Transmon is not responsible for the client's wireless infrastructure and network (access points and cabling) or IT adaptations necessary for Wi-Fi radio systems. This is the sole and express responsibility of the client to evaluate their wireless infrastructure capabilities as to the acceptability and adaption of Transmon STANDARD offerings for their application.

**NOTE:** It is the purchaser (and/or users) responsibility to determine the suitability of any Transmon product for and intended application and to insure that it is installed and programmed properly to acceptable standards. Due to the unlimited variety of machines, vehicles and equipment on which our devices are installed and the numerous standards which are frequently the subject of varying interpretation, it is impossible for Transmon personnel to provide expert advice regarding the suitability of a given device for a specific application. The flexibility of our products to be installed on such a wide range of features that are available and you can examine (demo) different models to determine what best model (if any) meets your needs. It is imperative that the customer's engineering departments should be the qualified experts in their own product field and application of our device. If the product will be used in safety critical application the customer must undertake appropriate testing and evaluation to prevent injury to the user of the device. Please contact us directly if this note is unclear.

- 16.4 Risk of damage to the Goods during unloading and or installation and or commissioning shall lie with the Customer and the Customer indemnifies the Company, its servants and agents against all costs, loss, damage or injury to persons of whatsoever nature and howsoever caused arising during the unloading and or installation and or commissioning except for injury to persons where and to the extent that such injury or damage is caused by the Company's negligence.



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## 17 Assignment

The Contract is not assignable by the Customer without written consent of the Company and is between the Company and the Customer as principal but the Company may without consent (but without reducing its obligations under the Contract) assign or sub- Contract all or any of its rights and obligations hereunder.

## 18 Termination

This clause applies if:

- 18.1.1 The Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for purposes of amalgamation or reconstruction); or
- 18.1.2 An encumbrancer takes possession, or a receiver is appointed, or any of the property or assets of the Customer; or
- 18.1.3 The Customer ceases or threatens to cease to carry on business; or
- 18.1.4 The Company reasonably apprehends that any of the events mentioned.