



Fast Response Emissions Analyzers
Engineering Services

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Conditions of Sale

1. General

All orders are accepted and goods supplied subject to and upon these conditions of sale. The contract between Cambustion Limited whose registered office is situated at J6, The Paddocks, 347 Cherry Hinton Road, Cambridge (“the Company”) and any person to whom the goods are supplied (“the Purchaser”) is constituted by the Company’s acceptance, whether upon the Company’s formal acknowledgement or otherwise, of the Purchaser’s order and no binding contractual obligation on the part of the Company shall arise until acceptance by the Company of the Purchaser’s order. Any order or communication of any kind by the Purchaser containing any terms or conditions inconsistent with these conditions shall not be accepted by the Company to the extent of such inconsistency and such inconsistent terms and conditions shall be deemed to be severable and shall be severed from the order or communication without otherwise affecting the validity thereof and any subsequent acceptance on these conditions by the Company shall not constitute a counter offer.

2. Delivery

- 2.1 Delivery of the goods shall be deemed to be effected when the goods are physically delivered to the place of shipment or such other place as the Purchaser may reasonably request.
- 2.2 The Company will use all reasonable endeavours to deliver the goods on or before any date of delivery given but any times or dates for delivery are estimates only and are not conditions of the contract and shall not be of the essence and the Company shall not be liable for any loss or damage whatsoever arising directly or indirectly from any failure to deliver on such dates.
- 2.3 Goods will be delivered by carrier and the purchaser shall be responsible for all delivery charges and expenses unless the carriage charges are a part of the contract.
- 2.4 The Company reserves the right to suspend deliveries to the Purchaser and/or to terminate the contract without liability in the event of any failure by the Purchaser to comply with any of these Conditions.

3. Price on Payment

- 3.1 The prices quoted by the Company are exclusive of tax. These shall be added to the price of the goods, and if applicable the amount of any tax payable by the Company in relation in the sale of the goods.
- 3.2 Invoices will be rendered upon delivery of the goods and payment shall be due and payable in UK Pounds Sterling (GBP) or as indicated on the invoice within 30 days of the invoice date unless otherwise agreed in writing by the Company.
- 3.3 Any sum which remains outstanding for more than thirty days from the date of invoice shall attract interest at the rate of four per cent per annum above the prevailing base rate of Barclays Bank PLC from the date upon which it fell due until payment is received by the Company.

4. Title to Goods

- 4.1 Until all payments due from the Purchaser to the Company have been received in full the Purchaser shall hold the goods in a fiduciary capacity as bailee for the Company and
- i) Title of the goods shall remain with the Company and the Purchaser shall store the goods in such a manner that they are clearly identifiable as the property of the Company.
 - ii) The Company reserves the right to dispose of the goods and may take possession thereof at any time and for that purpose may by its servants or agents enter upon any land or premises occupied by the Purchaser.
- 4.2 Notwithstanding the foregoing, risk in the goods will pass to the Purchaser on delivery as defined in clause 2.1 of the above.

5. Warranty

- 5.1 The Company warrants that the goods shall be free of defects caused by reason of faulty design, materials or workmanship for a period of twelve (12) months from the date of delivery or fifteen (15) months after shipment whichever is sooner and in the event of any such defects arising during such period the Company will at its option repair such defects or replace such defective parts free of charge.
- 5.2 This warranty excludes defects arising by reason of the misuse of any goods within the warranty period.
- 5.3 Save as expressly provided in clause 5.1. above the Company excludes, to the extent permitted by law, all warranties and conditions, express or implied, with respect to the goods. The Company shall not be liable to the Purchaser for any loss or damage whatsoever (including without prejudice to the generality of the foregoing any liability in tort or for any consequential damage or loss except for death or personal injury) arising directly or indirectly in connection with the goods.

5.4 The Company accepts liability of no more than one million pounds sterling for damage caused by the Company's employees to the Purchaser's material property arising directly out of the installation, commissioning and training activities.

6. Insurance

The Purchaser shall insure and keep insured the goods to their full value against all normal commercial risks from the date of delivery until the date that the property in the goods passes from the Company and shall whenever requested by the Company produce a copy of the policy of insurance.

7. Service

After the expiry of the warranty period the Company will provide service engineers to maintain and / or repair the goods at its standard service charges which are revised from time to time. There shall be added to such service charges sums in respect of any expenses incurred or travelling time involved and the amount of tax payable if applicable.

8. Waiver of Breach

The right of the Company shall not be prejudiced or restricted by any indulgence or forbearance extended to the Purchaser and no waiver by the Company in respect of any breach by the Purchaser shall operate as a waiver in respect of any subsequent breach.

9. Force Majeure

Neither party shall be responsible to the other for any default hereunder where the same arises from force majeure including but not limited to Act of God, War, Insurrection, Riot, Act of Government or other Civil Authority, Fire, Flood, Industrial dispute or any other cause beyond the reasonable control of such party.

10. Entire Agreement

These Conditions shall constitute the entire agreement between the parties in substitution for and to any prior agreement and no addition or variance thereto shall be effective unless specifically agreed in writing by an authorised representative of the Company.

11. Governing Law

These Conditions and any contract between the Purchaser and the Company incorporating these Conditions shall be governed by and construed exclusively in accordance with English Law.