



**Test Products International (TPI) Europe Ltd.**  
**Unit 6, Rutherford Way Industrial Estate,**  
**Rutherford Way, Manor Royal**  
**Crawley, West Sussex**  
**RH10 9LN**

## **TERMS & CONDITIONS**

### **GENERAL**

These conditions of sale apply to every Contract of Sale entered into by the Company unless expressly excluded or amended in writing by the Company. In these conditions the Company means 'Test Products International Europe Ltd'. Any order received by the Company shall not be deemed accepted until an official order acknowledgement has been supplied.

### **PAYMENT**

Payment, including carriage charges (if applicable) must be made in full and cleared before despatch of goods unless Credit Terms has been agreed. Payment can be made by Credit Card or Bank Transfer and further details will be provided.

### **DESPATCH**

Every effort will be made to adhere to the quoted despatch date but the Company accepts no liability if for any reason the despatch date is delayed.

### **CARRIAGE & PACKING**

Carriage method will be paid for and agreed before goods are shipped. Purchaser may use their own carriage company whereby any relevant account numbers and accompanying paperwork will be supplied before collection. TPI Europe Ltd will inform purchaser before goods are ready for collection or despatch.

### **BREAKAGES & SHORTAGES**

All goods must be examined upon receipt and any claims for breakages or shortages must be notified in writing to the carrier and Company within 5 working days.

### **NON – DELIVERY**

Notification of non-delivery must be made within 7 working days of expected receipt of goods.

### **RETURNED GOODS**

Returned goods sent back under warranty will be inspected and if there is no sign of damage or abuse will be repaired free of charge. If the unit cannot be repaired a new instrument will be supplied. This only applies to instruments within their warranty period. Returned goods, outside the conditions above, will be subject to a minimum restocking charge of 20% to cover the cost of administration & inspection, if deemed returned in an acceptable resalable condition. Additional charges may apply if it is deemed necessary to replace parts in order to restore the goods back to a new resalable condition.

### **PURCHASERS CONDITIONS**

Purchaser's conditions are binding only insofar as they do not conflict with the Company's Terms & Conditions.

### **VALUE ADDED TAX**

Value added tax at the appropriate rate will be added to all invoices.

### **LEGAL CONSTRUCTION**

English Law shall in all respects govern the contract.

### **CURRENCY**

Unless otherwise agreed, all prices are expressed and payable in Pounds Sterling.

### **LIMITATION OF LIABILITY**

TPI Europe Ltd will not be liable to the Purchaser as a result of any representation (unless fraudulent) or any warranty (express or implied) condition or other term, or any duty at common law in respect of or resulting from any loss of profit, business, contracts, opportunity, goodwill, revenue, anticipated savings, expenses and/or any indirect, special or consequential loss or damage (whether for loss of profit or otherwise).

Except as provided for in statutory law, any other liability to the Purchaser in contract, tort, negligence, breach of statutory duty or otherwise arising out of or in connection with the purchase of the goods covered by this quotation, is limited to the price of the goods received by TPI Europe Ltd from the Purchaser.