



Terms & Conditions of Sale

General Our quotation is valid for thirty days only unless previously withdrawn. It is an invitation to you to place an Order. Orders are accepted only subject to these conditions of sale. No other terms or conditions put forward and no representations warranties or statements not made by us in writing or agreed to expressly in writing by us will be binding upon us. A Contract shall not arise until acceptance by us on these Conditions of Sale of an order placed by you. All quotations are made subject to the goods or materials being available on receipt of the order.

Specifications All descriptive literature drawings and particulars of performance, weight and dimensions submitted with our quotation are approximate only, unless expressly guaranteed in writing and the descriptions and illustrations contained in our catalogues price lists and other promotional materials are intended merely to present a general guide of the goods described. All materials are subject to change without notice.

Payment Prices quoted are strictly net and where credit terms have been agreed, payment in full shall be made within 30 days of delivery or in the event of your failure to take delivery within 30 days of notification that the goods are ready for despatch. Payment for delivery outside the United Kingdom shall be made by a confirmed irrevocable letter of credit deposited with a London Bank approved by us upon the presentation of shipping documents or if we are unable by reason of your instructions or lack of instructions to ship the goods when ready upon notification to you that the goods are ready for shipment. Interest on overdue accounts will accrue at 4% over the Bank of England minimum lending rate.

Delivery Date Delivery dates are estimated only and not guaranteed. We will endeavour to meet your delivery requirements but will not be liable for any loss or damage whether direct, consequential or otherwise caused by any delay in delivery unless previously agreed in writing.

Property Until you have made payment of the price in full to us the goods shall remain our property and if you sell the goods to any third party you shall do so in principal that the proceeds of such sale (or claim thereto) shall belong to us. Failure on your part to pay the price when due shall give us the right (without prejudice to any other remedies) to re-possess the goods with or without prior notice and to enter upon any premises in which the goods may be for the purpose of re-possession and to give written notice to you that you shall not re-sell or part with the possession of the goods until the price shall have been paid in full.

Risk The goods shall be at your risk as from despatch from our works or 14 days from notification to you that the goods are ready for despatch whichever is earlier.

Delivery Upon notification by us to you that the goods are ready for despatch or our tendering delivery of the goods you shall agree to accept delivery of the goods forthwith. If you do not take delivery or we have not had instructions sufficient to enable us to despatch the goods within 14 days of notification to you that the goods are ready for despatch we shall be entitled to arrange storage at our works or elsewhere on your behalf and any associated costs incurred as a result will be charged accordingly. In the event of CPS being prevented from delivering on the agreed date (confirmed by the customer) through circumstances beyond our control e.g. site facilities not ready, CPS reserve the right to charge for a postponed visit at 100% of the previously agreed cost. This charge will be applied for postponements made up to 3 working days or less, including the planned day of delivery, however this charge may be reduced accordingly if a notice period of more than 3 working days is provided. If a postponed visit charge is applied CPS will quote a re-visit charge and upon receipt of order we will re-attend site on an agreed date.

Project Delays Prolonged delay's to the project program beyond our control will entitle CPS to invoice for all or part of the contract value based on the previously agreed payment terms.

Onsite Delays The delivery and any associated services included within our proposal are based on ground floor easy access unless other stated. In order to remain competitive, contingency costs are not included and therefore any specialist transport/lifting costs or adverse site conditions not specified will incur extra charges. If any onsite delays outside of our control occur, CPS reserve the right to charge based on our current hourly rate and extend our program accordingly.

Damage to Goods in Transit We shall not be liable in respect of goods lost or damaged in transit unless and in so far as the price includes carriage charges and you or your agent notes such loss or damage on the delivery receipt and gives notice thereof in writing to us and to the carrier within 10 days of delivery or such short a period as may be required by the carrier's conditions of carriage or in the case of the whole consignment failing to arrive give notice hereof in writing to us within 7 days of your receiving our invoice or despatch note. Our liability in respect of goods lost or damaged in transit shall be limited to repairing or replacing such goods.

Returns We shall not be obliged to accept the return of any goods without prior written agreements.

Cancellation of Order If a purchase order is cancelled for any reason after 2 working days of receipt, CPS reserve the right to invoice accordingly to cover the cost of any project specific non-returnable goods and the associated administrative costs.

Price Revision If there is a variation in the cost to us for performing the Contract following our acceptance of your order and before despatch due to a variation in the cost of labour or of materials or currency exchange rates then the amount of such variation (as calculated in accordance with our standard procedure) shall be added to or deducted from the Contract price as the case may be.

Guarantee We will repair or replace any defects which under proper use appear in the goods within a period of 12 calendar months after delivery or of 13 months after the goods have been notified ready for despatch (whichever period expires the earlier) and which arise solely from faulty materials or workmanship provided as follows:

- that in the case of defects which would have been apparent to you on reasonable examination of the goods on delivery you shall notify us of the defects in writing within 10 days of the date of delivery.
- in the case of any other defects you will notify us of the same in writing within 10 days of the date when the defects became apparent.
- that you return the defective parts to us if we so request at your cost.
- that in the case of batteries used in the equipment the warranty shall be furnished by the individual battery manufacturer.
- that in the case of breakdown within the warranty period CPS will repair the unit(s) in normal working hours as soon as a CPS engineer is available (best endeavours). All parts and labour are inclusive within the warranty period.

Please note that the warranty does not cover damage caused by abuse, shipping, incorrect electronics and/or battery installation or damage resulting from changes in circuitry or components by non-authorised personnel or service companies. Except and so far as any statute provides to the contrary we shall have no liability in respect of goods save as aforesaid and the contents of this clause are in lieu of and to the exclusion of all conditions warranties and representations whether express or implied by statute or otherwise as to the quality of the goods or their fitness for any particular purpose or otherwise.

Maintenance Instructions By this Contract you undertake to comply with our maintenance instructions relating to the goods and to bring such instructions to the notice of all persons to whom such goods are offered for sale lease or hire.

Indemnity Except and so far as any statute provides to the contrary we shall not be responsible for any loss or damage suffered by any third party caused directly or indirectly by the goods whether as a result of their operation or use or otherwise and whether as a result of any defect therein or otherwise and we shall be indemnified by you from any claim arising from any such loss or damage.

Construction This Contract shall be governed by and construed in accordance with English Law.

