



HITEK Ltd

TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

In these Terms & Conditions "the Company" means HITEK Calibration Services, "the Customer" means the person, firm or company to whom this document is addressed, "the Order" means the

Order placed by the Customer with the Company for the supply of goods or services and "the Equipment" means the goods to be purchased by the Customer under contract in which these Terms & Conditions are incorporated hereinafter referred to as "the Contract."

2. APPLICATION

No terms or conditions other than these Terms & Conditions of Sale shall be binding on the Company unless expressly agreed by it in writing. The Company reserves the right to accept or reject any Order and no binding contract shall exist until the Order is accepted in writing by the Company.

3. PRICES

Quotations are valid for a period of 30 days from the date of issue unless otherwise stated. In the case of imported goods, prices are inclusive of insurance, freight and handling charges from the country of origin and are based on current foreign exchange rates. The Company reserves the right to adjust prices as necessary to cover any alterations in exchange rates, import duty or other levies or taxes imposed between the date of the quotation and the date of delivery.

4. LIMITS OF CONTRACT

The Contract comprises the supply of such goods/services and other materials and the performance of such work and services as are specified therein. In the event after the date of the Contract the Customer wishes to vary the limits of the Contract, the Company shall implement such variations only upon the Customer's written instructions and only after acceptance by the Customer of the Company's revisions to the contract price and time for completion in so far as they result from the changes required by the Customer.

5. DELIVERY

The Company will endeavor to meet delivery dates quoted but shall not be liable for failure to meet such date(s). (Concerning goods), offers made "ex-stock" are subject to the goods being unsold at the time of receipt of the order. All delivery times are calculated from the date of acceptance of the order or from the date upon which all outstanding details are resolved, whichever is later.

6. PACKING AND DELIVERY COSTS

Unless otherwise stated prices quoted exclude delivery to the specified address, no matter if within mainland U.K. or overseas. Special packaging beyond maker's cartons will be charged at cost, as will freight, insurance and shipping charges to destinations overseas.

7. CANCELLATIONS

Cancellation of an Order can only be made with the consent of the Company and on terms which indemnify the Company against all loss arising from such cancellation. The Company will not accept the return of goods for credit unless prior authorization has been obtained from the Company for the return of the goods. The company will charge a 30% restocking charge, where the manufactures require it, all carriage cost must be covered by the customer.

8. GUARANTEE NEW ITEMS

The Company will repair or at its option replace any goods supplied under the Contract which are found by the Company to be defective in material or workmanship provided that the defect is notified to the Company in writing within one year from the date of invoice for the item(s) concerned or such other period as the Company shall state in its Warranty Policy. This guarantee extends only to the original purchaser and does not apply to fuses, disposable batteries (rechargeable type batteries are guaranteed for 90 days) or any product or part or parts which have been subject to misuse including unauthorised modification, neglect, accident or abnormal conditions of operation. Should a warranty failure occur, the company should be notified giving full details of the difficulty together with the model, serial number and date of purchase. The defective item should be sent, carriage paid, to the Customer Support Department, The



Company will repair the item free of charge and return it carriage paid to the Customer. terms not covered by the Warranty Policy will be quoted for repair at the standard charges operating at that time. The Company's liability under this clause shall be in lieu of any warranty or conditions implied by law as to the quality or fitness for any particular purpose of the products.

8a. GUARANTEE OUT OF WARRANTY ITEMS

It should be noted that a warranty of 90 days is given on any repair carried out by the company, but the warranty is for the SAME parts replaced and labour only, additional faults found will be subject to further estimates. We reserve the right to either withdraw a repair estimate/quote if we feel that it not be carried out with our full after sales support and quality backup.

8b. GUARANTEE ON CALIBRATION

There is no warranty ever given on a repair, sadly at times calibrations do coincide with a unit becoming faulty, this is not the fault of the calibrating engineer. Unless negligence can be proved the company will not be held responsible for any faults occurring due or after a calibration has taken please.

9. DAMAGE OR LOSS IN TRANSIT

The Customer should advise the Company in writing within 3 days of receipt of any damaged equipment or shortages. On receipt of specific instructions from the Company, any damaged equipment must be returned complete and securely packed in the original packing, carriage paid, quoting the Company's advice note and giving the reasons for the return and the number and date of the Company's invoice.

10. FORCE MAJEURE

If performance of the Contract shall be prevented or hindered in whole or in part for any reason whatsoever beyond the Company's control, including (without limitations) natural disasters, fire, war, hostilities, civil commotions, strikes and/or industrial dispute (s), Government action, shortage of materials or disruption of power supplies, the Company may postpone delivery or, at its option, cancel the contract without liability on the part of the Company.

11. RISK

The risk of loss or damage to the Equipment shall pass to the Customer with delivery and the Company will not be liable to the Customer for any loss or damage to the Equipment howsoever occurring after delivery to the Customer.

12. TESTING AND INSPECTION

Any tests or calibration requirements required by the Customer other than those normally carried out by the Company must previously be agreed in writing and any additional costs incurred by these requirements will be charged extra. Where the Contract provides that the Equipment shall pass any prescribed tests it shall be tested by the Company before delivery for compliance with these tests or for performance or for both as the case may be.

13. RETENTION OF TITLE

All goods supplied under the Contract shall remain the Company's absolute legal property until paid for in full by the Customer or until re-sold by him in the ordinary course of his business and until such time the Customer shall be a bailee thereof and, if so required, shall store the goods separately so as to be identifiable as the Company's property.

14. BANKRUPTCY

If the Customer shall become bankrupt or insolvent or compound with his creditors or being a limited company if any petition is presented or resolution passed for the winding up of the Customer or if the Customer suffers a receiver to be appointed for any part of his assets, then the Company shall be at liberty

1. To treat the Contract as repudiated and be relieved of further performance (without prejudice to the Company's right to claim damages for breach of contract) and/or

2. without notice to enter the premises of the Customer and repossess any goods which are the property of the Company.

15. DESIGN CHANGE (By Manufacture)

The Company reserves the right to make changes in design at any time without incurring any obligation to install such changes on units previously purchased.



15a. REPAIR WARRANTY

Warranty on repairs is for the parts replaced and associated labour only, warranty is valid 90 days from the repair date, HITEK reserve the right to cancel any warranty if the invoice is not paid within our terms.

16. PATENTS

The Company will indemnify the Customer against any claim for infringement of letters patent, registered design, trade mark or copyright (published at the date of the Contract) by the use or sale of any article or materials supplied by the Company to the Customer and against all costs and damages which the Customer may incur in any such action. Provided always that this indemnity shall not apply to any infringement which is due to the Company having followed a design or instruction furnished or given by the Customer or to the use of such article or material in a manner or for a purpose or in a foreign country not specified by or disclosed to the Company or to any infringement which is due to the use of such article or material in association or combination with any other article or material not supplied by the Company. And provided also that this indemnity is conditional on the Customer giving to the Company the earliest possible notice in writing of any claim being made or action threatened or brought against the Customer and on the Customer permitting the Company at its own expense to conduct any litigation that may ensue and all negotiations for a settlement of the claim. The Customer on his part warrants that any design or instructions furnished or given by him shall not be such as will cause the Company to infringe any letters patent, registered design, trade mark or copyright in the execution of his order and shall indemnify the Company against all claims cost, damages and expenses arising out of any claims by third parties by reason of such infringement or alleged infringement.

17. HEALTH & SAFETY AT WORK ACT 1975

Any equipment is supplied on the condition that it is both installed and operated in accordance

with the User Manual, Instruction Handbook or a quality manual, which is provided with the equipment and in accordance with established safe practice for the technique involved in accordance with section 6(10) of the Act. Particular attention must be given to the specific Company recommendations relating to the equipment to be supplied under the Contract.

18. OWNERSHIP (By Manufacture)

The Company retains the ownership in all intellectual and industrial property rights and in the software in whatever form. The customer is granted nonexclusive right to use of software only on the hardware for which it was made available.

19. TIME OF TAKING OVER

Where Contracts include installation or commissioning, in addition to the other clauses, the Equipment shall be deemed to have been taken over when installation has been completed and such tests on completion as are specified in the Contract have been passed or on the date the Equipment shall have been put into commercial use (whichever is the earlier) provided that in any case the Equipment shall be deemed to have been taken over at a date two months after the completion of installation unless in the meantime tests shall have shown that the Equipment does not substantially comply with the Contract. The time of taking over shall not be delayed on account of addition, minor omissions or defects which do not materially affect the commercial use of the Equipment.

20. SITE SERVICES (see also section 29)

Except where otherwise specified the Customer shall provide free of charge such labour, materials, electricity, stores, lifts, hoists and any other services requested by the Company with safe secure accommodation as may be requisite and as may be reasonably demanded to carry out installation, commissioning and tests on site efficiently. The Customer shall permit the Company such free and unrestricted access to the site as necessary for the Contract to be completed in the specified time.



21. LIMITATION OF LIABILITY

a. The Company shall indemnify the Customer against direct damage or injury to property or persons occurring while the Company is working on site to the extent caused by the negligence of the Company provided that notwithstanding the provision of Clause 8 (Guarantee) the Company's total liability to the Customer shall not exceed £50,000 or the contract price whichever is the greater.

b. Except for personal injury (including death) the Company shall not be liable to the Customer by way of indemnity or by reason of any breach of the Contract for loss of use or of profit or of any consequential loss however caused that may be suffered by the Customer.

22. NOTICES

Any notice purported to be given under the Contract shall be deemed to have been duly served and to have been received by the Customer in the course of post if sent by the Company by prepaid letter addressed to the Customer at the Customer's last known address.

23. COPYRIGHTED MATERIALS

Unless otherwise agreed in writing copyrighted materials including software and printed documentation may not be copied other than for making an archival copy or for replacing a defective copy.

24. LIABILITY FOR MISREPRESENTATION

The Customer acknowledges that there are no terms of these Conditions of Sale other than those set out herein in writing and that this Contract was not entered into in reliance on any representation (whether written or oral) other than those incorporated into the Company's quotations unless agreed otherwise in writing.

25. ILLUSTRATIONS, CATALOGUES AND WEBSITE

Illustrations, brochures and catalogues shall not form part of these Conditions and where provided are intended to illustrate the type and general specification of the Equipment only.

26. ARBITRATION

If at any time any question, dispute or difference whatsoever shall arise between the Company and the Customer upon, in relation to, or in connection with the Contract, either party may give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to the arbitration of a single arbitrator to be mutually agreed upon, or failing