



## GENERAL CONDITIONS OF SERVICES SUPPLIED

### THIS COVERS REPAIR, RECALIBRATION AND ALL ROUTINE SERVICING

1. In these conditions:  
"The Company" means Senseca UK Limited.  
"The Service" means the service which is or are sold subject to these conditions and particulars of which are set out in any quotation, invoice or acceptance of order referring to these conditions.  
"The Buyer" means the buyer of the Service.
2. These conditions shall apply to all orders addressed to the Company unless the same shall be excluded, varied or extended with the written consent of the Company. In the event of any conflict between these Conditions and any standard conditions of contract and/or trading of the Buyer the delivery of the Service by the Company to the Buyer in accordance with these conditions shall be deemed to operate as an offer by the Company to supply the Service to the Buyer on the terms of these conditions (exclusive of all other terms) and the acceptance of such delivery shall be deemed to operate as acceptance by the Buyer of such offer to the intent that these conditions shall in all cases apply and prevail.
3. Except to the extent that any agreement on the part of the Company is contained in writing signed on its behalf these conditions shall constitute the entire contract between the Company and the Buyer (apart from agreement as to the price of the Service) and the Buyer is hereby deemed to have accepted that save as to such representations as have been published in writing on behalf of the Company and are not susceptible of independent verification by inspection enquiry or reasonable research the Buyer has not agreed to purchase or to take the Service in reliance wholly or partly on any statement or representation made to him.
4. (a) The Company warrants all repairs for three months from the date of invoice.  
(b) All other conditions, warranties or representations howsoever made or arising and whether implied by statute or otherwise and whether made before at the time of or after the making of the Buyer's order are hereby excluded.
5. All orders are subject to the Company's written confirmation and acceptance.
6. Particulars contained in catalogues, quotations and other documents are approximate only and the Company may correct clerical, mathematical or technical errors therein at any time.
7. (a) The price payable for the Service shall be that shown in the Company's acceptance of order or invoice therefor and payment shall be made within 30 days of the date of the invoice for the Service or the date of the delivery thereof whichever is earlier.  
(b) The Company will only supply service to new Customers or those with poor payment records, on a cash with order basis.
8. Copyright and property in all technical designs and specifications produced by the Company shall remain in the Company.
9. (a) Wherever possible the Company shall meet the delivery date agreed with the Buyer but time for delivery shall not be of the essence  
(b) If delivery is delayed for any reason beyond the control of the Company or by reason of any industrial dispute delivery shall take place as soon as reasonably possible.
10. (a) The Company will repair or replace Equipment damaged during transit or not delivered where carriage is arranged by the Company provided written notice is given to the Company within three days of delivery in the case of damage or shortage or within seven days of the delivery date in the case of non-delivery.  
(b) The Company will replace or repair faulty Equipment provided that written notice is given to the Company within seven days of delivery save that the Company accepts no responsibility for faulty goods produced in accordance with specifications provided by the Buyer where the fault arises from that specification.
11. The Company will not be liable for any consequential loss whatsoever resulting from damage to or non-delivery or late delivery of the Equipment or any defect therein to the intent that the limit of the Company's liability will be for the cost of the necessary repair or replacement of the Equipment.
12. The Company will not be responsible for defective or faulty Equipment or impaired performance of Equipment where such defect default or impaired performance arises from incorrect operating procedures or improper or incorrect use in the part of the Buyer and the Company shall not be liable to repair or replace equipment repaired or altered by the Buyer without the Company's consent.
13. This contract shall be subject to English Law, and any claim or dispute shall be within the exclusive jurisdiction of the English courts.
14. In the case of Service which is not performed by the Company, any order by the Buyer and any agreement by the Company for the supply thereof shall be conditional upon the service being supplied by the manufacturer to the Company.