



Controlled **Repair** (Inst) Ltd

Brinell Way, Harfreys Ind Est, Great Yarmouth, Norfolk, NR31 0LU
Tel: 01493 602060

Standard Terms and Conditions

- Definitions:** for the purpose of these Terms and Conditions, the following words and expressions shall have the following meaning "the seller" Controlled Repair (Inst) Limited. "the Buyer" such person that buys or agrees to buy the Goods "the Goods" such as Valves, Instruments, equipment and/or parts thereof
- Prices, Specifications and Delivery times** are subject to change without notice unless otherwise agreed in writing by the Seller Goods will be invoiced at the prices current at the time of despatch. Quotations do not constitute an offer and may be revised or withdrawn before acceptance of an order. Delivery dates are approximate and are subject to delays beyond our control.
- VAT** is excluded from published and quoted prices and will be added to invoices for Goods supplied in accordance with rates and legislation in force on the shipping and invoice date.
- Carriage:** unless otherwise specified by special agreement confirmed in writing by the Seller, carriage on all deliveries will be added to the invoice at the rate applicable for the method used.
- Terms:** Payment in full strictly nett 30 days from date of invoice for Buyers with approved accounts, otherwise payment in advance. Any other payment terms must be agreed in writing by the Seller. deliveries will be added to the invoice at the rate applicable for the method used.
- Title:** The Goods shall remain the sale and absolute property of the Seller as legal and equitable owner until such time as the Buyer shall have paid the Seller the agreed price.
- Warranty:** The Seller does not warrant or guarantee that the goods are fit for purpose, whether such purpose is known to the Seller or not In the event of the Buyer receiving defective goods they must forthwith notify the Seller of the same and if requested return the goods as instructed by the Seller The Seller will use their best endeavours to obtain the benefit of any warranty or guarantee given by the manufacturer and its liability to the Buyer shall be limited to any sum received by it thereunder. In no event shall the Seller be liable for consequential loss, if any suffered by the Buyer.
- Incorrect/damaged deliveries:** the Seller shall not accept liability for shortages in quantity delivered or for damage to Goods delivered unless notified within 7 days from delivery of the Goods to the Buyer. or for non-delivery of Goods unless notified Within 10 days of the shipping and invoice date.
- Acceptance:** all orders shall be subject to the terms and conditions contained or referred to In the Seller's quotation, acknowledgement, and to those listed here and to no others whatsoever no waiver. alteration or modification of these terms and conditions shall be binding unless in writing by the Seller. All orders are subject to written acceptance by the Seller.
- Liability:** the Seller's total liability to the Buyer under any circumstances, including negligence, misrepresentation, breach of contract or otherwise shall not exceed the nett invoiced price to the Buyer of any undelivered, damaged or defective Goods. Where the Buyer requires a higher degree of liability and Insurance is obtainable for such cover, the Seller may meet written requests on the basis that the Buyer shall reimburse the Seller for the premiums involved and will comply with any requirements of the insurers In effecting cover, in no event will the Seller be liable for more than any amount received from the insurers.
- FORCE MAJEURE:** the Seller will not be liable to the Buyer for any loss or damage caused directly or indirectly as a result of third party action or events beyond the reasonable control of the Seller preventing or delaying the supply of Goods or making such supply uneconomic: this includes (but is not limited to) accidents. failure of equipment. industrial action, riot, war, flood, storm, earthquake, fire, Acts of God, raw material, or labour shortages and or increased market costs.
- Legal Jurisdiction:** The contract entered into between the Buyer and the Seller shall be governed by the laws of England and Wales and any claim or dispute arising from such contract shall be subject to determination by the courts of England.
- Compliance with Laws:** Buyer agrees that all applicable import, export control and sanctions laws, regulations, orders and requirements, as they may be amended from time to time, including without limitation those of the United States, the European Union and the Jurisdictions in which the seller and buyer are established or from which the items may be supplied, and the requirements of any licenses, authorisations, general licenses or license exceptions relating thereto will apply to its receipt and use of hardware, software, services and technology. In no event shall buyer use, transfer, release, export or re export any such hardware. software or technology in violation of such applicable laws, regulations, orders or requirements or the requirements of any licenses, authorisations or license exceptions relating thereto. Buyer agrees furthermore that it shall not engage In any activity that would expose the seller or any of its affiliates to a risk of penalties under laws and regulations of any relevant jurisdiction prohibiting improper payments, including but not limited to bribes. to official of any government or of any agency, instrumentality or political subdivision thereof, to political parties or political part officials or candidates for public office, or to any employee of any customer or supplier. Buyer agrees to comply with all appropriate legal, ethical and compliance requirements.
- CRI Ltd** shall not be liable to the Buyer for any delay arising out of or connected with the United Kingdom ceasing to be a member of the European Union ("Brexit") and all cost and expenses reasonably incurred by CRI Ltd in connection with Brexit shall be reimbursed by the Buyer.