

Introduction

Our intention is to make our web site easy to use, what follows is for legal clarity.

Privacy

Any information we receive from you will not be passed on to a third party, other than an enquiry which we may forward to a local distributor.

Changes

We are continually creating and upgrading products and it is therefore inevitable that the information on our web site and within our product literature will sometimes be out of step with the actual product.

Errors

We try to check everything but sometimes errors slip through from us. We cannot be held contractually liable responsible for errors. If you find an error please let us know and we will correct it.

Links

We provide links to other sites as a service to visitors. We have no control over other people's sites, so cannot accept any responsibility for them. If you feel that a link on our website is inappropriate, please email the webmaster.

Hazardous Voltages

Some of our equipment contains hazardous voltages inside. Therefore it should only be serviced by appropriately qualified persons. We may provide service training on request.

Contracts

If we should do business with you, it will be only on the basis of terms between us which will be agreed in writing, not on the basis of anything stated on this website. We will be pleased to send you a copy of our standard terms at any time.

Competition Rules

If we run a competition the judges decision will always be final.

Company

Avolites is a privately owned limited company. Registration number 257 8003.

Trade Marks

Avolites and the Avolites Logo are registered trade marks.

Copyright

All documents, images and software on this site are protected under copyright. Unauthorised use, copying or distribution is prohibited.

AVOLITES LTD

TERMS AND CONDITIONS OF SALE

1. TERMS

The terms and conditions set out in this document shall constitute the sole and entire terms and conditions in the purchase of the Company's product by the Buyer. All other terms and conditions whether the Buyer's or whether express or implied by statute or otherwise, are expressly excluded, save in so far as adopted, varied or included by written agreement between the parties.

2. THE PRICE

(a) All the prices quoted are those ruling at the date of quotation. The quoted price is valid for a period of 60 days unless otherwise stated. The Company reserves the right to increase any price if material costs or wages increase after acceptance of order and before delivery. In such event the Company will notify the Buyer of the increase in price and the Buyer shall have the right to cancel the order providing the Company is notified of such cancellation within seven days of the date of the Company's advice of price increase.

(b) Any alteration by the Buyer in design, weight, qualities or specifications and any suspension or rescheduling of work due to the Buyer's instructions or omissions will involve adjustment of the agreed or quoted price, if costs are thereby affected.

(c) The Company is not bound once the Buyer's order has been accepted to agree to any amendment of such order nor to incorporate any new design or improved features in the goods.

3. PAYMENT

Prices quoted are net. Time of payment is of the essence.

Goods supplied from Avolites are due for payment before, or strictly upon, dispatch from Avolites, Park Avenue unless credit terms have been agreed IN WRITING with Avolites. Interest at the rate of 3% above the average of the U.K. clearing banks' minimum lending rate, as amended from time to time, will be charged on a day to day basis on overdue accounts calculated from the date payment is due until receipt of the payment at the Company's offices.

4. PROPERTY AND RISK

(a) Notwithstanding that the Buyer or his agents obtain possession of the goods the ownership therein will remain in the Company until such time as payment is made in full to the Company which shall be entitled to all rights of access to the Buyer's premises to enforce its rights hereunder, and to all such information relating to the goods as the Company may require.

(b) Until property in the goods has passed to the Buyer, the Buyer shall take proper care of the goods and take all reasonable steps to prevent any damage or deterioration to the goods, and shall ensure that the goods are kept free from any charge, lien or other encumbrance and shall store the goods in such a way as to indicate that they are the property of the Company.

(c) In the event of the Buyer reselling or otherwise disposing of the goods or any part thereof or any item or items into which the goods have been incorporated before the property has passed to the Buyer by virtue of Clause 4 (a) hereof the Buyer will, until payment is made in full to the Company of the price of the goods, hold in trust for the Company all his rights under such contract of resale and shall hold the proceeds of sale in trust for the Company and the Company shall be entitled to trace the goods into such item or items or the proceeds of sale.

5. TAXES

The amount of any and all tax or other Government charge or duty in respect of or connected with the goods, and the cost to the Company of conforming with any other legal requirements imposed varied or coming into force after the date of this agreement shall be added to the price and paid by the Buyer. In addition Value Added Tax will be added to all quotations as appropriate.

6. ACCEPTANCE OF QUOTATION

Acceptance of the Company's written quotation shall be taken as acceptance of these terms and conditions of sale subject to any variation thereto agreed by the Company in writing.

7. DELIVERY DATES

All delivery dates are quoted in good faith but time shall not be deemed to be of the essence. The Company shall not be liable for any loss or damage (whether direct or consequential) whatsoever arising from late delivery of goods or material and the Buyer shall not be entitled to treat the contract as repudiated by reason of any such late delivery. Where the buyer after being notified that the goods are ready for despatch for any reason refuses or is unable to accept delivery of the goods, the Company shall be entitled at any time to invoice the Buyer with the full price, which the Buyer shall then pay. The Buyer will also pay the Company its charges for storing the goods after that date. Delivery shall be deemed to take place when the goods leave Avolites, Park Avenue and all risk in the goods shall pass to the Buyer upon delivery.

8. CANCELLATION

Orders accepted by the Company cannot be cancelled except with the Company's consent. In the event of an order being cancelled by the Buyer, the Buyer shall be liable to indemnify the Company against all losses (including loss of profit) costs and other expenses and damages (whether direct or consequential) occasioned by such cancellation.

9. DAMAGE, SHORTAGE OR LOSS IN TRANSIT

The Company will not accept any claim for damages, shortages or loss in transit unless such claim is notified in writing to the Carrier within the Carrier's permitted period. Where goods are accepted from the Carrier concerned without being checked the delivery book of the Carrier must be signed 'not examined'. Subject to the foregoing any claim by the Buyer for alleged defects in the goods, or shortages or other irregularities must be notified in writing to the company within three days of

delivery. The Company shall have no liability in respect of damage or shortages caused by acts or omission of the Buyer or of others or by causes beyond the Company's control.

10. LIABILITY OF THE COMPANY

(a) The Company does not seek to exclude liability for death or personal injury resulting from the negligence of the Company, its servant or agents or, where the Buyer deals as a consumer as defines in section 12 of the Unfair Contract Terms Act 1977 but not otherwise, to exclude liability of the Company in respect of goods' correspondence with description or sample or their quality or fitness for any particular purpose.

(b) In addition the Company will use its best endeavours to pass on to the Buyer the benefit of any guarantee, condition or warranty which may have been given to the Company by any suppliers to the Company or implied in favour of the Company but the Buyer must indemnify the Company against all costs, claims and expenses incurred in connection with the enforcement thereof.

(c) Save as stated in paragraphs (a) and (b) above the Company does not sell or supply the goods subject to any representation concerning their condition, performance or quality or with or subject to any condition or warranty whether express or implied by statute or otherwise and all representations, conditions and warranties are hereby expressly excluded.

(d) Notwithstanding and without prejudice to clauses (a) to (c) above, where the Company has been notified of any irregularity under clause 9 hereof the Company will replace at its despatch office such goods as the Company agrees are irregular or faulty (such replacement to be free of charge) or at the Company's option, make a fair cash allowance up to the invoice value of the goods. The Company's liability will not extend to include consequential damage or loss howsoever caused.

11. GUARANTEE

In lieu of any warranty, condition or liability implied by law, the liability of the Company in respect of any defect in or failure of the goods supplied, or for any loss, injury or damage attributable thereto, is limited to making good by replacement or repair, at the option of the Company, defects in the goods of the Company's manufacture which, under proper use, arise solely from faulty materials or workmanship within twelve months after the goods were first despatched. Provided always, that unless otherwise agreed in writing, such defective parts are returned at the Buyer's expense to the Company's works. Any labour costs involved in refitting will be chargeable to the Buyer.

In the case of goods not manufactured by the Company these benefits shall be limited to the extent of the guarantee given to the Company in respect thereof by the manufacturer.

12. THIRD PARTY LIABILITY

The Company shall not be liable for and the Buyer shall indemnify and hold the Company harmless against any claim, by any person, for loss or damage (excepting personal injury or death) to any person or property, directly or indirectly, occasioned by, or arising from; the use of, operation of, or possession of, any of the goods.

Additionally the Buyer shall indemnify and hold the Company harmless against any claim, by any person, arising from the use, operation or relation to the goods, the fulfilment of contractual obligations pursuant to this agreement, the provision of information or otherwise, or from misuse of the goods by or on the part of the Buyer, or any person or persons other than the Company. This indemnity shall extend to any costs and expenses incurred by the Company and shall continue in force notwithstanding termination of any agreement governed by these conditions. The Buyer shall indemnify the Company against all claims whether made under any contract or statute or pursuant to common law in respect of any loss or damage to any property whatsoever or injury to any person whatsoever arising out of any defect in materials or workmanship in connection with any goods manufactured and/or sold by the Company, or any default or negligence on the part of the Company's servants in connection with or during the carrying out of any work by the Company on customers' or other persons' property.

13. TESTS

(a) Materials. Unless otherwise stated all tests or test pieces, required by the Buyer will be charged extra.

(b) Proof or Break. No tests are included other than those (if any) specified in the quotation, notwithstanding Terms or Specifications.

14. INFRINGEMENT AND COPYRIGHT

(a) The Buyer shall indemnify the Company against all damages, penalties, costs, claims and liability in respect of the infringement of any patent rights or registered design or copyright resulting from the carrying out of the work in accordance with the Buyer's specification or instructions, express or implied.

(b) Copyright in all documents (including drawings and handbooks) and software furnished to the Buyer shall be used without the express written consent of the Company for any purpose other than that for which they were furnished.

15. LITERATURE

The Company does not accept contractual or tortious liability for the statements contained in published literature which is for information only and intended as a guide for prospective users.

16. CARRIAGE AND PACKING

Unless otherwise stated, prices quoted are ex-works' and carriage is charged as an extra.

17. LOADING and OFF LOADING OF GOODS

The Buyer should provide adequate transport for the carriage of the Company's goods, in so far as (a) flightcased items should be stacked upon their wheels, or upon their bases; (b) the transport for such goods should have a tail lift, or sufficient width to allow normal fork lift access, where the loading or off loading is required upon the Company's premises.

Damage arising to goods whether in loading/off loading or in transit through the failure to provide adequate transport shall be the liability of the Buyer.

18. COMPANY'S RIGHT TO TERMINATE

If the Buyer shall make default or commit a breach of the contract or of any other of his obligations to the Company or if any distress or execution shall be levied upon the Buyer's property or assets or if the Buyer shall make or offer to make arrangement or composition with his creditors or commit any act of Bankruptcy or if any petition or receiving order in Bankruptcy shall be presented or made against or (if the Buyer is a Limited Company) any resolution or petition to wind up its business (other than for the purpose of reconstruction or amalgamation) shall be passed or presented or if a Receiver of such company its undertakings property or assets or any part thereof shall be appointed the Company shall have the right forthwith to determine any contract then subsisting and upon written notice of such determination being posted to the Buyer's registered office or last known address any subsisting contract shall be deemed to have been determined without prejudice to any claim or right the Company may otherwise make or exercise. In the event of any contract being so determined by the Company, the Buyer shall indemnify the Company on demand against all losses (including loss of profit), costs, (including costs of labour and materials), damages (whether direct or consequential), charges and expenses arising out of the order and such determination.

19. ASSIGNMENT

The Buyer shall not assign or otherwise dispose of this contract without the Company's prior written consent.

20. PROPER LAW

These Conditions and Contracts governed thereby shall be interpreted in accordance with the Law of England. The Company and the Buyer shall endeavour to settle amicably between themselves any difficulties arising out of these Conditions of Sale. Any disputes not so resolved arising out of any contract made between the Company and the Buyer shall be determined by an English Court of competent jurisdiction, or, at the option of the Company, shall be submitted to arbitration in London in accordance with the provisions of the Arbitration Act 1950 as amended or re-enacted.

21. HEALTH AND SAFETY AT WORK ETC. ACT 1974

The Buyer must satisfy himself after making all necessary investigation that the goods are intrinsically safe or can be made safe so far as it affects his employees and the implementation of the above Act. Where goods are produced to the Buyer's design it is the Buyer's responsibility to ensure that the design is tested and the Buyer must indemnify the Company against all loss or any such liability under such act for not testing the materials or the goods.

22. VARIATION OF THE COMPANY'S STANDARD TERMS

These conditions are imposed in the interests of both the Buyer and the Company, and in particular so that the Company may provide the goods at the most economic price. If the Buyer requires any variation of these terms or considers that any particular terms or terms are unreasonable then the variation (subject to Clause 1 hereof) can be arranged subject (if appropriate) to the payment of such additional amount as shall compensate the Company for any additional liability undertaken.

23. INSTALLATION

When the Company undertakes the installation of the equipment or materials supplied in the Buyer's premises the Company shall not be responsible for any incidental, direct or consequential damage or loss occurring as a result thereof nor any third party claims in connection therewith.

24. FORCE MAJEURE

The Company will not be liable for any failure or delay in delivery due to causes beyond its control including (but without prejudice to the generosity of the foregoing) inability to obtain materials, war, invasion, act of a foreign enemy, hostilities (whether or not war has been declared), civil war, rebellion, revolution, insurrection or military or usurped power, accidents, plant breakdowns, interference by labour or strike or lockout of employees, Acts of God or an restriction, regulation order, act omission or operation by any local or municipal authority public corporation or government department. If by reason of any such circumstances the Company is unable to supply the total demand for a product, the Company may allocate its available supply among its customers (including the Buyer) and itself on what it adjudges to be an equitable basis.