



TERMS AND CONDITIONS

1. POLICY STATEMENT

It is a key policy of our Company to provide a standard of product and service that will make it a pleasure for you to deal with us, so that you will want to deal with us again and also recommend us to your colleagues. We do our best to deal with all matters in an enlightened and friendly way, and if you take the same approach with us, then in practice we are likely to provide a higher level of service and support than these Terms and Conditions require. Do please bear this in mind when dealing with us.

2. DEFINITIONS

- (A) "The Goods" shall mean the items or products supplied.
- (B) "The Company" shall mean Cairn Research Ltd.
- (C) "The Customer" shall mean the person or Company placing an order or to whom the Goods and / or services are supplied or to whom the Goods are hired.
- (D) If any of the terms or provisions of the Customer's order are inconsistent with these terms and conditions, then they shall not be part of the Contract between the Customer and the Company and shall not be binding on the Company.

3. PRICES AND PAYMENT

- (A) All prices are exclusive of VAT and shipping costs. The Company reserves the right not to accept an order and shall not be required to give any reason for so doing.
- (B) Quotations are valid for thirty days from date of issue.
- (C) Invoices are issued in full upon delivery of the Goods, after which payment is due in full within thirty days. Where pre-determined commissioning criteria have been previously agreed in writing between the Company and the Customer, 80% of the invoice total is payable within thirty days and the remaining 20% will be due upon commissioning of the Goods supplied. The Company reserves the right to charge interest on unpaid invoices at the rate of 2% per month or part thereof.
- (D) The Company reserves the right to suspend deliveries and the right to cancel orders where payment for any order related or otherwise has not been made by the due date.
- (E) In the event of late previous payment by the Customer, the Company reserves the right to accept subsequent orders only on the basis of pro forma invoices.
- (F) In the event of cancellation of an order by the Customer, the Customer shall be liable for all costs incurred by the Company on that order, including loss of profit, which cannot be recovered by sale of the Goods to other customers.

4. SHIPMENT

- (A) While every effort will be made to deliver on or before the dates agreed (if any), any dates given are estimates only. No guarantee of delivery dates can be given, and time shall not be of the essence of the Contract for delivery.

5. TITLE AND RISK

- (A) Ownership shall pass to the Customer only on receipt by the Company of the full invoice price of the Goods. In the event of our terms of payment not being met, or of any circumstances which may lead to the appointment of a receiver or liquidator by the Customer before payment has been received, the Customer shall allow the Company access to enter the Customer's premises for the purpose of recovery of the Goods.
- (B) Risk in the Goods shall pass to the Customer on arrival of the Goods at the delivery address of the Customer.
- (C) Items may be returned in good condition within 30 days for a full refund. After 30 days items will be identified as 'used' and only a portion of the initial cost will be offered depending on condition.

6. HEALTH AND SAFETY

It shall be the Customer's responsibility to ensure that the Goods are used according to the instructions provided, and also to ensure that they are used in a generally safe and responsible manner by appropriately qualified and experienced personnel.

7. WARRANTY

(A) The Company guarantees at its discretion to repair or replace free of charge any Goods of its own manufacture found to its satisfaction to be defective due to faulty design, materials or workmanship within twelve months of delivery, provided that the Goods have been operated and maintained as recommended by the Company.

(B) For Goods supplied but not manufactured by us, the guarantee shall be the same as that given to us by our supplier. Please note that certain items from other suppliers, such as bulbs and some optical filters, have a limited operating life and a consequently shorter guarantee period.

(C) The Company accepts no responsibility for incidental or consequential damages.

(D) Delivery of all items returned to the Company for repair or replacement shall be paid for by the Customer.

(E) It shall be the responsibility of the Customer to insure the Goods against any loss or damage while they are away from the Customer's premises.

8. FORCE MAJEURE

The Company shall not be responsible or liable for its failure to perform its obligation if such failure is beyond the control of the Company, whether caused by acts of God, unavailability or shortage of components or energy necessary to produce or deliver the Goods by usual modes of transportation, fire, flood, war, embargo, strikes, labour disputes, explosions, riots, of laws, rule, regulations, restriction or orders of any governmental authority, or any other cause, other than financial, beyond the Control of the Company or its suppliers.

9. PLACE OF JURISDICTION, APPLICABLE LAW

(A) Place of jurisdiction for all legal disputes between the parties that arise from this agreement or related to this agreement is Heidelberg, Germany.

(B) This contract is subject to the law of the Federal Republic of Germany. The provisions of the Convention of the United Nations of 04/11/1980 on the international sale of goods (CISG) do not apply.

10. CONFIRMATION OF ORDER

A legal contract between The Customer and The Company is entered into once The Customer has received an official order confirmation from The Company, usually within 5 working days, confirming price and an estimated delivery date for The Goods.