



Terms and Conditions of Sale of ETI Ltd

Electronic Temperature Instruments Ltd, is herein referred to as ETI Ltd. Your statutory rights regarding faulty or misrepresented goods are not affected. Our Privacy Policy is available on application, or at www.etilt.co.uk/privacy.html

GENERAL CONDITIONS

In the event of the purchaser's order containing special conditions, that order will only be accepted by ETI Ltd on the understanding that those conditions are not at variance with our own, or if there is any variance, that such conditions have been waived by the purchaser.

PRICES

Prices quoted are 'Net Trade' and are exclusive of Value Added Tax. Value Added Tax will be charged at the applicable rate at the date of despatch. Prices/charges will be those ruling at the date of despatch and, whilst every endeavour has been made to ensure the accuracy of prices quoted, no responsibility is accepted for any error or omissions. This includes information contained in any of The Company's documentation or on ETI Ltd's website.

CARRIAGE CHARGES

standard delivery via Royal Mail or 24-hour via carrier:

£0	-	£14.99	£ 2.00
£15	-	£29.99	£ 3.50
£30	-	£99.99	£ 5.50
£100	-	£249.99	£ 7.50
£250	-	£499.99	£ 9.00
£500	-	£999.99	£12.00

next day delivery via carrier add:

next day before noon plus £12.50

next day before 10.30am plus £15.00

to guarantee your order for next day delivery by carrier, orders must be received before 2pm. Next day is not available for off-shore and remote delivery addresses

The above carriage prices are a general guide. All consignments valued over £1,000 are charged at cost (approximately 1.5% of order value) and include a 1% insurance levy. **The company reserves the right to charge extra delivery charges for any abnormal packages and for all off-shore addresses i.e. N. Ireland, Isle of Man, Isle of Wight and the Isles of Scilly. Please note: off-shore addresses can take up to 3/4 days for delivery.**

RISK IN THE GOODS & RETENTION OF TITLE

Risk in the Goods shall pass to the purchaser when the goods are delivered to, or collected by the purchaser or his agent. Property and title to the goods shall not pass to the purchaser until all sums, including interest or legal costs due or owing to ETI Ltd or to its agents, howsoever arising, have been received by ETI Ltd's bank and credited to ETI Ltd's account. ETI Ltd reserves the right of passive retention, stoppage in transit, and the right of resale, of any goods when any said sums are due or owing.

SETTLEMENT TERMS

Strictly net 30-day Account unless otherwise agreed. ETI Ltd reserves the right to claim/charge interest at 5% above National Westminster Bank Plc's base rate, on any said sums which are not received by ETI Ltd or ETI Ltd's bank by the due date. Non delivery or any delivery discrepancy must be reported in writing within seven days from date of invoice.

DELIVERY

ETI Ltd will use its best endeavours to meet the estimated delivery times, but cannot accept any liability whatsoever for failure to do so.

ORDER CANCELLATION

Cancellation of a purchaser's order can only be accepted after prior negotiation and agreement. In the event of any cancellation, the purchaser will be liable for all costs incurred to date.

LIABILITY

All goods and information are supplied in good faith and the purchaser shall be responsible for ensuring the goods are appropriate for the purchaser's applications. The purchaser shall indemnify ETI Ltd for all liability, loss, costs, expenses or damages, howsoever caused, by reason of any goods (whether or not defective) or any act or omission of ETI Ltd, including but not limited to any injury (whether to body, property or personal or business character or reputation) sustained by any person or to any person or to any property (unless such personal injury is attributable to ETI Ltd's negligence), and for infringement of any patent rights or other rights of third parties, and for any violation of laws or regulations governing the products or their sale, which may result from the use of, sale or distribution of goods by the purchaser. **Limitation:** ETI Ltd's total liability for any one claim arising from any one situation (whether due to ETI Ltd's negligence or otherwise) shall not exceed

£1,000,000.

COPYRIGHTS AND PATENTS

ETI Ltd retains the design and manufacturing copyrights for all goods. ETI Ltd owns full copyright in respect of all its catalogues and photographs, and their reproduction in part or in whole is prohibited without ETI Ltd's prior written consent.

RETURNED GOODS

A charge of 25% of invoice value or a minimum charge of £10.00, in respect of packaging and administration, may be levied on goods 'Not Wanted' or 'Incorrectly Ordered', or due to duplication resulting from a 'Confirmation Order' not endorsed to that effect. All goods returned under this category must be received in their original supplied condition and returned to ETI Ltd within 30 days of the original invoice date. The purchaser will bear all costs of returning any goods. No goods that have been specifically manufactured to the purchaser's requirements, can be returned for credit unless previously agreed with ETI Ltd. This does not affect your statutory rights.

TRADING ACCOUNT

To open a credit account, please contact ETI Ltd and, subject to a satisfactory credit check, a 30-day account will be opened. Any credit limit granted to the purchaser shall at all times be at the discretion of ETI Ltd and may be reduced, suspended or withdrawn at any time without prior notice.

FORCE MAJEURE

All contracts and transactions are subject to force majeure. ETI Ltd shall not be liable for any failure arising from circumstances beyond its control. For example, among others; Act of God, war, riot, explosion, fire, flood, strikes, supplier delays or Government action.

EXPORT REGULATIONS

Purchaser's are responsible, at their expense, for obtaining any licence and complying with any export regulations in force within the United Kingdom and in the country of destination.

LAW & JURISDICTION

All transactions and disputes will be governed in accordance with the law of England.

WARRANTY/GUARANTEES

All ETI Ltd manufactured instruments carry a two-year **warranty / guarantee** against defects in either components or workmanship. During this period, products that prove to be defective will, at the discretion of ETI Ltd, be either repaired or replaced without charge. Instruments that have not been manufactured by ETI Ltd will be subject to a warranty period of twelve months. Such warranties do not apply to probes, where a six-month period is offered. This six-month period also applies to a probe where it is an integral part of an instrument. The product warranty / guarantee does not cover damage caused by fair wear and tear, abnormal storage conditions, incorrect use, accidental misuse, abuse, neglect, misapplication or modification, or use with non-ETI Ltd hardware/software. The user should make themselves aware of the proper use of measurement equipment, including maintenance, calibration, and comparison with other instruments. Information relating to this may be obtained from ETI Ltd and/or www.etilttd.co.uk/care. In line with our policy of continuous development, we reserve the right to amend our product specification without prior notice. Any claims under warranty, or complaints as to products or services, should be addressed to **E.T.I Ltd, Dominion Way, Worthing BN14 8NW**

[Our Quality Assurance policy, Key Personnel and other useful information can be viewed here](#)

Electronic Temperature Instruments Ltd Dominion Way Worthing West Sussex BN14 8NW
Telephone* 01903 202151 - Fax 01903 202445 - email sales@etilttd.co.uk
VAT Reg. GB 397 5525 04 Company Reg. 1746462
*Calls may be monitored for training purposes