



Gilson Scientific Ltd. Terms and Conditions of Sale

1. ACCEPTANCE

We contract and do business solely upon the following conditions notwithstanding anything to the contrary contained or purported to be contained in any document or oral statement made by the party contracting with us and no variation or alteration of these conditions shall be of any effect unless expressly agreed to in writing by us.

2. PRICES

- a) Quotations are subject to confirmation on receipt of order, and we reserve the right to amend errors and/or omissions on quotations or invoices.
- b) Both quoted and printed prices are based on manufacturers' prices, rates of exchange, freight and insurances charges at the date of offer. In cases where these conditions change between the date of the quotation and the date despatched by us, the right is reserved to revise prices accordingly and to invoice at the price ruling at the time of despatch.
- c) Where under our direct control, prices given on quotations will be held firm if an order is received within thirty days from the date of quotation unless stated to the contrary.
- d) Orders may be subject to a delivery and handling charge.
- e) Online Special Offer prices are only valid for orders placed online at www.gilsonuk.com
- f) Online Special Offers are only valid on the day the order is completed and may be changed at any time unless a confirmed validation period is displayed. Where multiple promotions are available the deal offering the lowest price for the conditions met will be applied.
- g) When available only one 'Value' Offer will be applied to an order ie. Gift, Delivery OR Additional Discount, dependent on total order value achieved and offer conditions.
- h) For multibuy offers eg. Buy One Get One Free or 3 for the price of 2, it is the customers responsibility to add the total quantity of items to the order. Free items will not be added automatically but the price will be adjusted accordingly, dependent on the quantity entered against the conditions of the offer.

3. CANCELLATION AND RETURNS POLICY

It is the policy of Gilson Scientific Limited to accept return of product(s) **within 28 days** from date of purchase, where customers have ordered items they do not require. This is subject to the limitations that the item is unused, in its original packing and that the return has been authorised by a Gilson Scientific Limited customer support representative.

Authorisation for the return of products, other than those damaged during delivery, delivered in error or those that do not meet specification, must be requested **within 10 days** of delivery. Gilson Scientific Limited has the right to repair and return damaged products. Return of any item, other than as part of a customer complaint, may be subject to a handling charge. Orders for customer specified product may not be cancelled without the prior agreement of Gilson Scientific Limited.

3a. RETURNS POLICY

It is Gilson Scientific Limited's policy to accept convenience returns of standard products **within 28 days** from date of purchase.

Returns are subject to a 25% restocking fee of the invoice value of all products returned subject to a minimum charge of £25. Products authorized for return will be issued **within 14 days** of return receipt of goods. This returns policy only applies to products which are in an unused, re-saleable condition and does not apply to:

- 1) Products which have been discontinued.
- 2) Any article which are personalized or customized.
- 3) Any item with an expired shelf life or an expiration date too short for resale, shelfworn, used or defaced.
- 4) Any article that has been delivered direct by a third party supplier

Customer must obtain a returns goods authorization ("RGA") from Gilson Scientific Limited and reference the RGA number on return shipping documents.

It is the customer's responsibility to ensure that goods are returned to Gilson Scientific Limited in suitable packaging and by secure carrier.

Please note that this returns policy does not restrict or limit the right of a customer to bring valid warranty claims.

4. DELIVERY/CARRIAGE

Whilst every effort will be made to adhere to delivery dates we accept no liability in the case of non-delivery or delayed delivery. All deliveries offered ex-stock are subject to goods being available at the date of receipt of order. For mainland UK customers to qualify for free delivery the minimum order value must be £1000

5. DAMAGE OR LOSS IN TRANSIT

Partial loss or damage in transit must be reported in writing to ourselves within three days of receipt of the goods. In the event of non-delivery both carriers and ourselves must be notified in writing within fourteen days after date of advice of despatch.

6. SHORTAGE OR ERRORS

No claims will be entertained unless notification is given in writing within three days of receipt of consignment.

7. TERMS OF PAYMENT

All accounts are on strictly net monthly basis. Invoices are payable in full and no deductions may be made unless a credit note has been issued. The right is always reserved to request a remittance with order and, where new accounts are involved, to request two trade and one bankers reference prior to giving a credit account.

8. RESPONSIBILITY

Our responsibility is limited to the supply of goods and services of the kind and quality ordered and insofar as is permitted by statute we hereby exclude all responsibility for any loss or damage howsoever caused consequential upon or resulting from the supply of such goods. Customers are recommended to test and examine goods and exercise special care in cases where the storage and/or use of the goods involves danger

to persons and/ or property, as required by the Health and Safety at Work Act 1974 and other current legislation.

Please check all order confirmations. Gilson take no responsibility for any orders placed incorrectly

9. REPAIRS

Articles sent to us for repair or service are accepted only on the understanding that, insofar as statute permits, we shall not be held liable for any damage howsoever caused to such articles. Time involved in preliminary examination of any article may be charged in the event of no order being placed. Goods returned for repair or service should be sent carriage paid and clearly labelled with the sender's name and address; at the same time a letter should be sent detailing the work required. All requests for repair or service should be confirmed by an official order. After exchange, repair or service the item will be returned carriage forward to the customer.

10. GUARANTEE AND AFTER SALES SERVICE

The guarantee period is one year from the delivery date unless otherwise specified. During this period the goods or apparatus will be repaired free of charge. Goods supplied outside the United Kingdom and Eire will be repaired free of charge but must be returned to Gilson Scientific Ltd. We reserve the right to request articles for repair under warranty to be sent carriage forward to our Service Laboratory at Luton. The time spent is free; spare parts will be repaired or replaced free of charge if defective. This guarantee does not cover damage to any goods or apparatus or any part thereof caused by misuse, or for any cause other than defective manufacture or materials, nor replacement of certain consumable parts such as electronic tubes, batteries, cell windows, accumulators, thermocouples and filaments used in thermal conductivity detectors, resistance thermometers, lamps, connectors and cables, cable moulding, electrical and mechanical cable terminations, heater elements, glass items etc. We decline any responsibility in cases where repairs have been carried out by persons unauthorised by Gilson Scientific Ltd unless written consent has been given.

11. OUT OF WARRANTY REPAIRS

Our normal hours are Monday to Friday 9am-5pm. During these hours repairs will be charged at our current rates (details on request). Work outside these periods will incur charges at overtime rates. Any spare parts will be charged at list prices.

12. INSURANCE

Where goods are insured by us at our discretion, or at a customer's request, a charge will be made on the invoice. Our liability will be limited to the lower of, the amount received by us under such insurance, or the value of the goods, from which our expenses will be deducted. We are under no obligation or liability to take proceedings for the recovery of loss or damage.

13. FLUCTUATING EXCHANGE RATE

Should the rate of exchange for goods supplied, which are manufactured outside the United Kingdom, change appreciably from the quoted or printed price at any time before the date of our invoice, we reserve the right to add a surcharge proportional to the change.

14. SPECIFICATIONS

Whilst illustrations and specifications in the literature are as accurate as possible at the time of printing, alterations in detail may occur from time to time as designs and specifications are improved. We accordingly reserve the right to supply goods conforming to the latest designs and specifications and the buyer shall have no claim in respect of any discrepancies between the goods supplied and those described in such illustrations and specifications, providing the product is of comparable quality.

15. ARBITRATION

Any dispute or difference which may arise under or in connection with or in relation to these conditions shall be referred to a single arbitrator in accordance with the provisions of the Arbitration Act, 1950 or any statutory, modification or re-enactment thereof for the time being in force.

16. FORCE MAJEURE

If the manufacture or delivery of the goods is prevented or delayed by act of God, war, riot, civil disorder, strike, lockout, labour dispute, fire, accident, non-delivery of raw materials or any other contingency, beyond the control of the Company, the Company shall be under no liability for any loss or damage thereby incurred or sustained by the buyer.

17. VALUE ADDED TAX

All prices exclude Value Added Tax, which will be added at the rate applicable at the date of invoicing.

18. PASSAGE OF PROPERTY

Ownership of and property in the goods shall remain in the Company until the price has been discharged in full. A cheque given by the Purchaser shall not be treated as a discharge until it has been cleared. The risk of the goods shall pass on delivery to the Purchaser.