



# RDP Electronics Ltd.

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BS EN ISO 9001  
Cert No FM13141

*Transducers & Instrumentation  
Worldwide*

## Terms & Conditions of Sale

### UNLESS OTHERWISE STATED IN WRITING THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY

#### 1. INTERPRETATION.

In these conditions the expression "the Company" means R.D.P. Electronics Limited and the expression "the Buyer" has the same meaning as in the Sale of Goods Act 1979. The headings to these conditions do not form part thereof. These conditions shall be interpreted and governed in all respects by the Law of England.

#### 2. QUOTATIONS AND ACCEPTANCE.

(a) Quotations are valid for thirty (30) days unless otherwise agreed in writing by the Company, and represent no obligation until the company accepts the Buyers order.

(b) In the event of inconsistency between the Company's and the buyers conditions, the Company's shall prevail. No variation of the Company's conditions shall be binding upon the Company unless and until the variation has been accepted in writing by a duly authorised person on behalf of the Company.

#### 3. PRICE AND DELIVERY.

(a) Prices do not include VAT.

(b) Unless otherwise agreed delivery will be ex-works and goods will be packed to the Company's normal specification in non-returnable packing and carriage will be arranged at the expense of the buyer.

(c) Any delivery period quoted is an estimate only and commences from the Company's acknowledgement of the Buyers order. Provided the Company takes all reasonable steps to deliver the goods at the time stated the Company shall be under no liability for failure to do so.

(d) The Company reserves the right to deliver in more than one consignment and to invoice each consignment separately.

#### 4. LOSS OR DAMAGE IN TRANSIT.

Non receipt of goods must be notified to the Company within 7 days from advice of despatch. In the case of goods damaged in transit notification must be made to the Carrier within 3 days after receipt.

#### 5. TERMS OF PAYMENT.

(a) Payment is due at the end of the month following the month of invoice. Accounts strictly net. If the Company's terms of payment are not observed, the Company reserves the right to suspend deliveries notwithstanding any estimated despatch dates.

(b) The Company reserves the right to charge interest on any overdue accounts at a rate of 3% above the Lloyds Bank base rate.

(c) In addition to any right of lien to which the Company may be entitled by law the Company shall (in the event of the Buyer's insolvency) be entitled to a general lien on any or all of the Buyer's goods in the Company's possession (although such goods may have been paid for) for the unpaid price of any other goods sold and delivered to the Buyer under the same or any other contract.

#### 6. TITLE

The goods shall remain the sole property of the Company until payment thereof has been received by the Company in full and the Buyer shall in the meanwhile, if so required by the Company, keep the goods marked/or separately stored, so as to be clearly identifiable as the Company's property.

This condition is subject to the provision that the risk of loss or damage to the goods shall, subject to condition (4) pass to the buyer on despatch from the Company.

#### 7. WARRANTY AND SERVICE.

A copy of the Company's standard Warranty and Service conditions will be delivered with the goods, an additional copy may be obtained at any time by application to the Company. The Company's Warranty may be null and void should the customer fail to meet Condition 5(a).

#### 8. CANCELLATION OR AMENDMENTS.

(a) Cancellation and/or amendments of Orders will only be accepted upon terms which suitably indemnify the Company against any actual or anticipated loss resulting from such cancellation or alteration.

(b) In mitigation of any loss or anticipated loss the Company reserves the right to suspend deliveries or alternatively cancel any unfulfilled part of an Order in whole or in part if the Buyer fails to fulfil any obligation thereunder but without prejudice to the Company's legal rights for breach of Contract.

#### 9. CONCESSIONS.

Any concession latitude or Waiver the Company may allow or have allowed to the Buyer at any time shall not prevent the Company subsequently exercising its full rights under this Contract.

#### 10. TECHNICAL DATA.

Whilst every effort has been made to ensure the accuracy of any technical data provided to the Buyer, the Company accepts no liability in respect of any contingency arising from errors or omissions.

#### 11. INDUSTRIAL PROPERTY RIGHTS.

The Buyer shall indemnify the Company against all claims, costs etc., arising out of any infringement or alleged infringement of Letters Patent. Copyright or Registered Designs and for which the Company may become liable through performance of an Order in accordance with the Buyer's specifications.

**Failure to enforce any particular clause shall not be taken as a waiver of any other clause.**