

YORKSHIRE PRECISION GAUGES

TERMS AND CONDITIONS OF SALE

- 1 Yorkshire Precision Gauges Ltd (YPG) only do business upon and subject to the conditions printed below and shall be deemed to be incorporated to the exclusion of any conditions inconsistent therewith in any order.
- 2 Orders are only accepted from the Customer for execution at YPG's prevailing prices and terms and conditions at the time of placing the order.
- 3 YPG reserves the right to withdraw or amend their prices without notice prior to order placement.
- 4 Ownership of the goods will not pass to the Customer until payment for the goods has been received in full by YPG. Nevertheless, all risk in the goods shall pass to the Customer when the goods are despatched from YPG's premises. Until the time of payment to YPG of the total amount owing in respect of goods, the Customer shall keep the goods on behalf of YPG storing them in such a way that they are separately identifiable.
- 5 The goods will be despatched to the Customer, at the risk and expense of the Customer. YPG reserves the right to use whichever form of transport they consider appropriate. In the case of damage, pilferage or non- delivery YPG will, on behalf of the Customer, make a claim against the Carrier, if so requested by the Customer within one month of the invoice date.
- 6 Until credit terms have been agreed between YPG and the customer, shipment will only be made against pre- payment, this can be either by credit card or bank transfer. YPG's standard payment terms are monthly account where payment is made by the end of the calendar month following that in which the goods are despatched. If the account of the Customer is overdue, YPG are entitled to suspend delivery of any further goods or services to the Customer.
- 7 YPG hereby warrant that only the best workmanship and materials are employed in the manufacture of their goods and if any fault due to bad workmanship or materials by YPG is proven the goods are returned to YPG. YPG will, at their own cost, replace, or re-work the faulty goods. YPG cannot accept any liability for the costs and expenses, nor for any labour charges which may have been incurred whether directly or indirectly by the Customer. YPG shall not incur any liability for consequential loss in any circumstances.
- 8 Returns are accepted against goods that are claimed to be out of tolerance / specification. If a return is required, we request that YPG are informed of the need and reason for a return prior to the goods being sent back. In the event of an item being found incorrect by YPG, the goods will be replaced. All items returned to YPG must be supplied with supporting documentation to confirm the reason for return. Non-standard products, manufactured to special requirements for the Customer may not be returned unless the reason for return relates to faulty workmanship. If a customer requires a refund due to their own error, this will be determined appropriate at YPG's discretion.
- 9 If the order obligations are prevented, hindered, or interfered with by war, strikes, accidents or force majeure, or any other cause whatsoever and howsoever beyond YPG's control, YPG shall have the option to suspend or cancel any obligation unperformed at the time.
- 10 If the Customer defaults in, or commits any breach of their obligations, to YPG or if the Customer commits any act of bankruptcy, has any execution or distress levied upon any of their goods or property, or if any Resolution or Petition to wind up the Customers' business shall be passed or presented, YPG shall have the right to determine any contract then subsisting, without prejudice to any claim or right YPG might otherwise make or exercise.
- 11 YPG cannot accept responsibility if goods ordered are subject to any Patent, Registered Design, Trade Mark or Copyright, and the placing of such order shall be considered as an undertaking by the Customer to indemnify YPG against any loss or claim in respect of infringement of any such Patent, Registered Design, Trade Mark or Copyright.
- 12 The policy of YPG is one of continuous product improvement and the right is reserved to change the published specification of goods and accessories without notice. All goods are fully guaranteed to do the work for which they are designed and, subject to being used for their proper purpose, will be replaced in accordance with our conditions of sale. No other guarantee is given or implied.
- 13 All communication regarding goods / services will be made between a representative of YPG and the customer only, no third parties will be given access to customer information without the customers' prior written consent. No customer specific information, including UKAS reports and / or complaints will be made public.

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In the event that any information is to be placed in the public domain YPG will seek written customer permission, unless prohibited by law, prior to releasing any documents.

14. All customer information is treated with complete confidentiality. Financial information is not kept on file unless authorised by the customer. UKAS activities are performed with impartiality and all those members of staff in a position to influence / effect UKAS Calibration work and results are named on the

YPG statement of confidentiality.

15. For any items ordered with UKAS Calibration Certificates the Customer agrees to accept YPG's Calibration Decision Rule in accordance with the current standard of ISO 17025 as documented (see appendix 1 to Terms and Conditions). The Customer also permits that if deemed necessary by YPG goods may be calibrated by a third party UKAS Laboratory that has been previously approved to meet the acceptance criteria of ISO 17025 and has been assessed for competence by YPG.