

Standard Terms and Conditions

QUOTATIONS AND INVOICING

Written information which form part of the quotation or order such as drawings, arithmetic calculations and technical specifications are definitive unless we have agreed otherwise and placed this in writing.

Quotations are subject to confirmation on receipt of order and the right is reserved to amend any accidental errors on quotations or invoices.

Our prices are quoted net in British Pounds Sterling (GBP) unless otherwise stated.

We supply ex works in all cases (INCOTERMS 2010-EXW) these terms can alter if shown on our official quotation.

Packing and carriage costs are charged out at net. Value added tax (VAT) will be added to all invoices if applicable.

Both quoted and printed prices are as stated by us in writing, however in the event of a raw material supplier increasing prices we reserve the right to increase our prices giving the same amount of notice as our raw material supplier gives to us. We do not readily accept price increases with our suppliers and ask in general for a minimum of eight to ten weeks' notice.

INFORMATION

Information, including the technical performance and application of our raw materials or products does not constitute a warranty in any way whatsoever unless we provide a written statement to that effect.

We retain the ownership of all cost estimates, drawings and other documents which have been transferred between us the supplier and you the customer.

All information in its full entirety may only be used for the stated purposes and may not be made available to third parties in any form whatsoever.

DELIVERY

Whilst every effort is made to adhere to delivery dates, no liability can be accepted in case of non-delivery or delayed delivery.

Stock goods or items offered and quoted ex-stock are subject to the goods being unsold at the date of receipt of customer's order. Unless we have provided a written undertaking specifically stated to be binding, all delivery times are only provisionally agreed. The delivery period begins on the day on which all schedule dates and technical details relating to the contract or call off order have been clarified.

FREIGHT DAMAGE OR LOSS IN TRANSIT

We shall with our experience select the best method of packing taking into account the nature of the product with the method of transport and any environmental factors.

No responsibility can be accepted for breakage or loss in transit; all goods leaving our warehouse are covered by the freight forwarders normal transit insurance, this may not be to the value of the purchased goods.

It is the customer's responsibility to make a request to us for additional insurance which will be to the value of the goods being purchased; if this is required the additional insurance is chargeable at net cost.

In the case of a breakage the standard insurance amount can only be reimbursed in the currency in which the invoice was raised. Upon receipt of your order you will be asked to sign for the goods by the freight carrier, the declaration you are signing says received in good condition.

If the packaging does not appear to be in good condition then please open your goods with the delivery driver present. If you are unable to check the contents of your delivery at the point of delivery then please sign for the goods as "UNCHECKED".

Failure to do so may affect any claims which we pursue on your behalf to the freight forwarding company.

GOODS ARRIVING DAMAGED OR MISSING

We must be advised in writing of all breakages within 24 hours of receipt of goods, this must be accompanied by

- A) Your Purchase Order Number
- B) Several photos taken of the damaged packaging and damaged goods.
- C) Foreign Despatches. In the event of a non-delivery we must be notified in writing within five days after the expected arrival date.

SHORTAGE OR QUANTITY ERRORS

No claims for shortage of goods can be looked into unless we are notified in writing within two working days of receipt of goods being received.

AMENDMENTS OR CANCELLATIONS

Whilst every effort will be made to meet customer's individual requirements, amendment or cancellation of a purchase order or any part of a purchase order can only be accepted by agreement between both parties in writing.

TERMS OF PAYMENT

Our standard terms of payment are 30 days from date of invoice.

The currency must be paid in the currency quoted and invoiced to you, this maybe British Pounds (GBP), Euro (EUR), United States Dollars (USD).

Payments can be made by customers within the UK by bank cheque or BACS.

Overseas customers by Telegraphic Transfer, with T/T the customer bears any bank transfer charges if applicable.

FAILURE TO PAY

If a customer defaults on our agreed payment terms in connection with goods delivered, we take this as an indication that there is deterioration in the customer's financial circumstances and without notice we can withdraw our trading payment terms and implement payment in advance or agree appropriate securities.

RESPONSIBILITY

Our responsibility is limited to the supply of goods in the kind and quality and all consequential or resulting liability is expressly excluded. Users are warned to test and examine goods and/or to exercise special care in cases where the use/or storage of goods involves danger to a person or property.

Particular care is needed with quartz glass, thermocouples and technical ceramics: we cannot accept any liability or responsibility for any accident caused by its use, no matter what the circumstances may be. All relevant safety regulations should be observed. In the case of deliveries made outside the UK, if legal regulations relating to safety apply in the customer's country, in particular with regard to the handling of quartz glass, quartzware, thermocouples or ceramic products supplied, the customer has sole responsibility for complying with these regulations. The customer shall exempt us from all claims arising from such regulations.

REPAIRS

Quartz & Ceramics

We are not responsible for damage to articles sent to us for repair or examination, nor for incidental damage to quartzware or technical ceramics in the course of a repair. Time involved in the preliminary examination of an article may be charged in the event of no order being placed, however this will be agreed in advance.

Thermocouples

We are not responsible for damage to articles sent to us for repair, calibration or refurbishment (New for Old) or for examination, nor for incidental damage to thermocouples within the course of a repair. Time involved in the preliminary examination of an article may be charged in the event of no order being placed, however this will be agreed in advance.

ILLUSTRATIONS AND SPECIFICATIONS

They are not binding and are only intended to represent generally the type of goods offered as, owing to improvements or revision of a design or change of service.

Any drawings supplied by ourselves of any product whatsoever are only intended for the person or company they are addressed to. They may not be sent to a third party without prior approval from ourselves.

We have the right objectively and attentively to apply business decisions to ensure best practical available solutions are applied to customer requirements by way of understanding their needs.

We are then seen to be delivering solutions that translate into our customer's success, whereby we earn customer loyalty and respect, and in turn uphold our continual and continued improvement commitment.

TITLE OF GOODS SUPPLIED

We retain the title to all goods until the purchase price has been paid in full

Until payment has been made in accordance with our agreed terms, the customer will keep the goods in a manner that they can be clearly identified as the property of Quartztec Europe are separate from any other goods or products purchased by the customer.

The customer shall be entitled to sell the goods for money to bona fide customer in the normal course of business and deliver the same pursuant to such sale.

If goods to which we retain the title are combined by the customer with other goods, we are entitled to co-ownership of the new item in the ratio of the invoice value of the retained goods to the invoice value of the other goods. If our property is extinguished by combining, blending or processing, the purchaser shall at the time the contract is concluded assign to us his right of ownership of the new item in the amount of the invoice value of the retained goods and preserve it for us without charge.

If the customer does not pay for goods supplied by the us in accordance with our terms of payment or any of the events referred to in our terms and conditions then we shall be entitled to enter upon the customer's premises to take possession of any goods supplied to that customer.

WARRANTY ON WORKMANSHIP

Due to the application and processes of the parts we supply to our customers', we are unable to offer a warranty or guarantee of product performance.

All products supplied will be manufactured and supplied in accordance to the agreed drawing and specifications of the part. If no customer led specifications/work instructions are agreed, all products are supplied by default to the Quartztec Europe specifications and terms & conditions.

If the part is not correct to the drawing or agree specifications and in the event of any justified complaint we shall at our choice either remedy the defect or provide a replacement. The customer must allow us appropriate time and opportunity to remedy any defect and in particular, must make available to us the parts which are the subject of the complaint or samples. If this cannot be done then this deems any claim void.

We cannot be held responsible for damage or injury arising from inappropriate or improper use or from alteration or repair, incorrect or negligent handling, normal wear and tear or wilful damage.

SUPPLIER NONCONFORMANCE

Quartztec Europe requires its suppliers to inspect and verify conformance of any products, processes and/or services to meet the engineering drawing requirements and/or Purchase Order requirements before shipping. If the product, process and/or service is found to be nonconforming, it shall immediately be disclosed to Quartztec Europe upon discovery, including but not limited to quantity shipped, date shipped, and the extent of the nonconformance. Suppliers that receive notification of Nonconforming product shall take appropriate action to contain the nonconforming condition and prevent it from occurring again. The supplier will be notified if formal Corrective Action is required to be submitted to Quartztec Europe. Furthermore, after review of nonconforming parts Quartztec Europe will inform suppliers of any chargeable costs by way of a Supplier Reject Note and Nonconformance Report which where applicable will include rework costs for supplier approval to proceed with rework. Should Quartztec Europe rework not be applicable all repairs, replacement parts and courier fees are at supplier cost.

EFFECT OF GOODS ON ENVIRONMENT

Our responsibility is limited to the supply of goods into our customer. As customer processes will affect the products we supply, the correct disposal/recycling of goods is not the responsibility of Quartztec Europe.

We also encourage the reuse/recycling of all packaging materials which we supply our goods in, which aligns with our Environmental Policy

ARBITRATION

Our contractual relationship is governed exclusively by the law applicable in the United Kingdom.



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All legal matters arising from our terms and conditions will be handled by the laws abiding in the United Kingdom.

Should any individual provisions in these Conditions of Sale be unenforceable or become unenforceable as a result of changes in the law, the validity of the remaining provisions shall in no way be affected.