Photomec Spare Parts List

Date: May 2013

Photomec spares can be ordered from our website www.photomec.co.uk/

If the part you require is not listed please call
Photomec Technical Support +44 (0) 1727 850711 option 3

Our bankers:
Bankers: Handelsbanken
49 Colegate, Norwich, Norfolk, NR3 1DD, U.K.
Account Name: Photomec (London) Ltd
Account No. 25466757 (Sterling)
Bank Sort Code 40-51-62
IBAN: GB19HAND40516225466757
Swift Code: Swift HANDGB22

VAT Registration No. GB 196987772.
Photomec is Registered in England No. 421485.
CONDITIONS OF SALE

1. Definitions

The expressions "the Company" and "Photomec" both mean Photomec (London) Ltd or any division thereof. "Buyer" means the party ordering the goods and/or services ("Goods") from the Company. "Carrier" means an independent contractor for the delivery of Goods and shall include any Royal Mail delivery services. "The Contract" means a contract for the purchase and sale of the Goods personal to the parties hereto and not capable of assignment. Words inputting one gender shall include the other and the singular shall include the plural.

2. Prevailing Conditions

These conditions of sale apply to the supply of Goods by the Company unless otherwise agreed in writing. The Company does not accept the Buyer's conditions of purchase or any amendment of variation to these conditions of sale unless expressly agreed in writing.

3. Validity

Unless previously withdrawn, any quotation is open for acceptance within 45 days from the date thereof and is subject to written confirmation by the Company of acceptance.

4. Acceptance

Acceptance of any quotation of Contract must be accompanied by sufficient information to enable the Company to proceed with any order forthwith otherwise any increase in cost attributable to the Buyer's neglect to supply such information, must be charged as an extra. The Buyer will be deemed to have satisfied himself as to the conditions of sale and provisions of any Specification and that the equipment or machinery, which forms the subject of the Contract, is suitable for his requirements.

5. Price

The Price of Goods shall be the price agreed between the Company and the Buyer or, where no prior agreement is made, the Company's price for the item(s) in question on the day of despatch, to which will be added, unless otherwise agreed in writing, a charge for carriage and packing. Any applicable Value Added Tax will be added to this total.

6. Delivery

a) Unless otherwise agreed in writing, the cost of the delivery of Goods shall be borne by the Buyer and shall be by means of a Carrier to be agreed between the Buyer and the Company and in default of Agreement in the absolute discretion of the Company.

b) The delivery date or dates specified on the Company's quotation or Buyer's order are estimates only. The Company shall not be liable for failure to deliver by such date or dates or for any damage or loss arising directly or indirectly out of any delay in delivery.

c) Where normal Royal Mail delivery services are used and there is no proof of delivery, delivery shall be regarded as having taken place within two days of despatch by first class post and within four days of despatch by second class post.

7. Erection

Where it is a term of the Contract that the Company deliver and erect any machinery or equipment supplied, it is to be understood (unless otherwise agreed in writing):

a) That the site for delivery and erection is freely accessible and free from any obstruction and on ground level.

b) That the Buyer will carry out any structural or other alterations to enable the equipment to be delivered and to be placed in position previously prepared by the Buyer and the Buyer is to indemnify the Company in respect of any additional costs involved by any failure to fulfil the above obligations.

If any extra cost is incurred due to the normal or unusual circumstances affecting transport, delivery or erection not communicated to the Company before a price was quoted, the cost thereof will be charged as an extra to the Contract.

8. Suspension and Delay

In the event of work on the order being suspended by the Buyer's instructions or lack of instructions, the contract price shall be increased to cover any extra expenses incurred by the Company due thereto.

9. Payment

a) Subject to (c) below, terms of payment for Goods delivered hereunder shall be "strictly nett cash 30 days", with payment in Sterling due 30 days from date of invoice unless otherwise expressly agreed in writing by the Company.

b) Without prejudice to any other right or remedy available to it, the Company reserves the right to charge interest on all overdue accounts at a rate specified from time to time.

c) Notwithstanding anything herein to the contrary, the Company reserves the right to suspend its performance of the Contract to which the invoice relates and/or any other Contract then subsisting between the parties and/or to require payment in nett cash with order where the Buyer's credit limit has been exceeded or where the Buyer has failed to make the payment by the due date or upon the happening of any event which in the Company's opinion adversely affects the Buyer's ability to discharge his outstanding liabilities to the Company.

d) No discounts will be given unless specifically agreed when the order is placed and no discount given for past dealings shall bind future dealings.

10. Cancellation

a) If an order is cancelled by the Buyer at any time then the Buyer shall be bound to pay all expenses incurred by the Company in connection with the Contract, including liability incurred in respect of sub-contracts between the Company and Third Parties. Delay in delivery by the Company or cancellation of Contracts between the Buyer and Third Parties are not to be acceptable reasons for termination of any contract with the Company.

b) Notwithstanding anything herein to the contrary, the company reserves the right to cancel its performance of the contract at its absolute discretion. The company shall refund in full any prepayment/deposit previously made by the buyer in respect of cancellation by the Company. The Company shall not be liable to the Buyer for any consequential loss or damage to the Buyer resulting from such cancellation by the Company.

11. Claims
Time Limit from date of delivery

3 days

b) The Buyer shall give the Company immediate written notice of any claim of variation of Goods supplied against the order given to enable the Company to investigate the complaint before the remainder of the consignment is used or returned to the Company, and no claims can be allowed unless made within this time limit of delivery.

7 days
c) If within this time limit of delivery the Buyer shall notify the Company that it has a valid claim based on any shortage or defect in the quality or condition of Goods or their failure to meet specification, the Company shall be entitled to make good the shortage, replace Goods free of charge or take such remedial steps as it sees fit and the Company shall have no further liability to the Buyer.

30 days
d) The Company's express warranty set out in sub-clause c) above is given in lieu of and excludes all other warranties guarantees and assurances whether express or implied statutory or otherwise.

12. Risk and Property

a) Unless otherwise agreed in writing, the risk in Goods supplied shall pass to the Buyer on delivery thereof except in relation to Goods purchased for delivery outside the United Kingdom, the Channel Islands and the Isle of Man when Goods shall be at the risk of the Buyer when they leave the Company's factory or warehouse.

b) Property in Goods supplied is retained by the Company and title in Goods supplied shall not pass to the Buyer until payment has been made in full (including interest if chargeable) and until such payment is made the Buyer holds the Goods as the Company's fiduciary agent and bailee only and shall keep Goods separate from those of the Buyer and third parties. Following a demand for delivery up thereof or if Goods remain unpaid the Buyer irrevocably and unconditionally authorises the Company, its employees and its agents to enter the premises of the Buyer (or any premises reasonably thought by the Company to be used by the Buyer) for the purpose of recovering Goods and the costs of recovering Goods shall be payable by the Buyer on demand.

c) Until property in Goods passed in accordance with sub-clause b) above the Buyer shall insure the Company's Goods against fire, theft and other day-to-day hazards for a sum to be not less than the price owed to the Company.

d) The Company has the right of Lien to retain a Buyer's property if on the Company's premises and to sell that property, retaining the proceeds in part or full settlement of any outstanding debt due to the Company. Any additional costs in selling or putting the aforesaid equipment into a saleable state will be passed over to the Buyer.

13. Insolvency of the Buyer

If the Buyer becomes insolvent, has a receiver appointed of its business or is compulsorily or voluntarily wound up or if the Company bona fide believes that any of such events may occur the Company shall be entitled at its discretion without prejudice to any other remedy to suspend the performance of or terminate the Contract and in the event of termination to keep or take possession of any Goods and with its employees and/or agents to enter any premises of the Buyer (or any premises reasonably thought by the Company to be used by the Buyer) for the purpose of recovering Goods and the costs of recovering Goods shall be payable by the Buyer on demand.

14. Exceptions

The Company shall not be responsible for any failure to fulfil any term or condition of this agreement if and to the extent that fulfilment has been delayed, hindered or prevented by any circumstances whatsoever whether pertaining before, on or after the date of agreement to supply Goods which are not within the reasonable control of the Company including without limiting the generality of the foregoing: war or other hostilities, civil disorder, strikes, lock out, other industrial action; earthquake, flood, fire, and other natural physical disasters; legislation; shortage of materials; or any other form of force majeure.
15. **Warranties and Liabilities**

a) Nothing in these Conditions shall be deemed to exclude or restrict the Company's liability for death or personal injury resulting from the Company's negligence.

b) The Company gives no representation or warranty that Goods supplied are suitable or fit for any particular purpose notwithstanding that sale honours or is deemed to honour the purpose for which Goods are required and subject to sub-clause f) below, the Buyer shall only be entitled to rely on the fitness of Goods for a specific purpose if such recommendation has been communicated by the Company to the Buyer in writing before the date of the order.

c) Any advice or recommendation given by the Company, its employees or agents to the Buyer or its employees or agents as to the storage, application or use of Goods, which is not confirmed in writing by the Company, is followed or acted upon entirely at the Buyer's own risk and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.

d) The Company shall not be liable to the Buyer for any loss or damage caused to property save to the extent that such danger or loss arises as a result of Goods sold hereunder having been used for a specific purpose recommended by the Company in writing or to the extent that such loss or damage is attributable to the negligence of the Company or its employees and it is deemed reasonable that the Company shall be so liable.

e) The Company shall not be liable to the Buyer for any consequential loss or damage to the Buyer resulting from the supply or non-supply of the items ordered by the Buyer.

f) Notwithstanding sub-clause b) above, where the Company supplies samples of Goods to the Buyer, either approval or absence of rejection of the samples by the Buyer prior to the placing of an order or to the performance of the contract shall cause the Buyer to indemnify the Company against any claim in respect of the suitability or fitness of Goods for any particular purpose.

g) Without prejudice to any of the foregoing, the Company's total liability for any one claim or for the total of all claims arising from any one act or default of the Company (whether arising from the Company's negligence or otherwise) shall not exceed the invoice value of the goods supplied.

16. **Guarantee of Workmanship**

All Goods manufactured by the Company are guaranteed both as regards material and workmanship for a period of twelve months from the date of supply, excluding consumable parts. Any part returned to the Company carriage paid within that period, and found to be defective, will be repaired or replaced, free of charge. The Company admits no liability for consequential loss, damage or delay arising from any defect in Goods supplied by the Company. Any Goods supplied by but not manufactured by the Company, carry only the maker's guarantee.

17. **Product Awareness**

It shall be the responsibility of the Buyer to instruct his employees or agents on the safe handling of any goods supplied by the Company including, without limiting the generality of the foregoing, such operational tolerances specified in the Company's printed technical literature for the time being in issue and to ensure that those to whom the goods are distributed or resold are similarly instructed. In the event of any claim against the Company the Buyer may be held to have contributed to or to be responsible for an injury unless it can be proved that adequate steps were taken to pass on relevant information about the use of the Company's products.

18. **Variation**

Any neglect, forbearance or indulgence on the part of the Company relating to its strict rights hereunder or the terms hereof shall in no way be deemed a waiver implied or otherwise of such rights and terms and no waiver by the Company of any breach of the Contract shall be considered as a waiver of any subsequent breach of the same or any other provision of these Conditions.

19. **General**

Each clause of these Conditions shall be separate and distinct and shall not be in any way limited by reference to any other clause or the order in which the same occur. Titles given to clauses are for reference only and do not in any way prejudice or influence the meaning.

20. **Liability**

When work or any kind is being carried out on a Buyer's or their Contractor's premises, unless the Buyer or their Contractor inform the Company of any hazard or perils attached to the premises or imported into them owing to the nature or method of the work being done or from any cause whatsoever, the Company shall not be liable for any loss or damage occasioned to the Buyer, their Contractors or their Employees arising from any cause connected in any way with such special hazard or perils. Where the Company provides any labour at the Buyer's works, the Buyer shall indemnify the Company against the consequences of any defect or unsuitability of any tackle, plant or apparatus provided by the Buyer including any claims by Third Parties and any claims under Workmen’s Compensation Acts or any other statute or common law.

21. **Frustration**

If the Contract is frustrated and/or the equipment covered by the contract cannot be delivered from any cause whatsoever, it is expressly agreed:

(a) If any sum has been paid to the Company on account by the Buyer the Company shall be entitled to retain all sums paid in connection with the said Contract, and

(b) If no sum has been paid on account the Buyer shall be bound to pay us all such expenses so incurred in connection with the Contract. Alternatively,

(c) Notwithstanding the Company reserves the right to dispose of any equipment/ product to other third parties in the event of any contract frustrated for a period of 60 days or longer in order to mitigate any debt owed to the Company.

22. **Prices**

The Company reserves the right to vary the quoted price:

(a) To take account of changes in labour, material or other costs between date of order and delivery.

(b) If any change is requested by the Buyer in any specifications upon which the quotation was based.

(c) If the Buyer requests any delay in the agreed delivery date.

23. **Illustrations Etc.**

Photographs and other illustrations or advertising matter supplied shall not form part of any Contract and shall not be taken as necessarily representing the Goods the subject of the Contract.
24. Capacity of Machinery and Equipment

All figures given for performance of equipment do vary in every case, according to conditions, any estimate of capacity or consumption given either in any catalogue or correspondence must always be taken as approximate only and not in any way as a guarantee unless the Company gives a specific undertaking to that effect.

25. Change in Design

The Company reserves the right to make any modification in the design of or to make any improvements to any equipment at any time without any obligation to install the same on any equipment already delivered.

26. Applicable Law

The construction, validity and performance of these Conditions shall be determined in accordance with English Law and is to be enforceable exclusively through the English Courts.