



**STANDARD TERMS AND CONDITIONS
FOR GOODS AND SERVICES**

1. Application of Terms and Conditions

- 1.1 The Supplier shall supply and the Customer shall purchase the Goods and Services in accordance with the accepted order. Subject to these Terms and Conditions.
- 1.2 The Contract shall be to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer.

2. Definitions and Interpretation

- 2.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day”	means any day other than a Saturday, Sunday or bank holiday;
“Customer”	means the person who accepts a quotation or offer from the Supplier for the sale of the Goods and supply of the Services, or whose order for the Goods and Services is accepted by the Supplier;
“Commencement Date”	means the commencement date for the Contract as set out in the quotation;
“Contract”	means the contract for the purchase and sale of the Goods and supply of the Services under these Terms and Conditions;
“Credit Account”	means the Customer’s credit account, detailing Goods and Services purchased and sums owing to the Supplier;
“Credit Account Terms & Conditions”	means the terms and conditions governing the Credit Account;
“Delivery Date”	means the date on which the Goods and Services are to be delivered as set out in the accepted order;
“Goods”	means the goods (including any instalment of the goods or any parts for them) which the Supplier is to supply in accordance with these Terms and Conditions;
“Services”	means the Services to be provided to the Customer as set out in the accepted order; and
“Supplier”	means RM Autoclaves Ltd, a company registered in Scotland under number 247732 whose registered office is at 9 Miller Road, Dunfermline, Fife, KY12 9DL.



- 2.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
 - 2.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 2.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 2.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions and any Schedules as amended or supplemented at the relevant time;
 - 2.2.4 a Schedule is a schedule to these Terms and Conditions; and
 - 2.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule.
 - 2.2.6 a “Party” or the “Parties” refer to the parties to these Terms and Conditions.
- 2.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 2.4 Words imparting the singular number shall include the plural and vice versa.
- 2.5 References to any gender shall include the other gender.

3. Basis of Sale and Service

- 3.1 The Supplier’s employees or agents are not authorised to make any representations concerning the Goods and Services unless confirmed by the Supplier in writing. In entering into the Contract the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.
- 3.2 No variation to these Terms and Conditions shall be binding unless agreed in writing between the authorised representatives of the Customer and the Supplier.
- 3.3 Sales literature, price lists and other documents issued by the Supplier in relation to the Goods and Services are subject to alteration without notice and do not constitute contractual offers to sell the Goods which are capable of acceptance. An order placed by the Customer may not be withdrawn, cancelled or altered prior to acceptance by the Supplier and no contract for the sale of the Goods and Services shall be binding on the Supplier unless the Supplier has issued a quotation which is expressed to be an offer to sell the goods and services or has accepted an order placed by the Customer by whichever is the earlier of:
 - 3.3.1 the Supplier’s written acceptance;
 - 3.3.2 delivery of the Goods; or
 - 3.3.3 the Supplier’s invoice.
- 3.4 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.



4. The Goods

- 4.1 No order submitted by the Customer shall be deemed to be accepted by the Supplier unless and until confirmed in writing by the Supplier's authorised representative.
- 4.2 The specification for the Goods shall be those set out in the Supplier's sales documentation unless varied expressly in the Customer's order (if accepted by the Supplier). The Goods will only be supplied in the minimum units stated in the Supplier's price list or in multiples thereof as specified. Orders received for quantities other than these will be adjusted accordingly. Illustrations, photographs or descriptions whether in catalogues, brochures, price lists or other documents issued by the Supplier are intended as a guide only and shall not be binding on the Supplier.
- 4.3 The Supplier reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Supplier's specification, which do not materially affect their quality or performance.
- 4.4 No order which has been accepted by the Supplier may be cancelled by the Customer except with the agreement in writing of the Supplier on the terms that the Customer shall indemnify the Supplier in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Supplier as a result of cancellation.

5. The Services

- 5.1 With effect from the Commencement Date the Supplier shall, in consideration of the fees being paid in accordance with the Terms of Payment, provide the Services.
- 5.2 The Supplier will use reasonable care and skill to perform the Services.
- 5.3 The Supplier shall use all reasonable endeavours to complete its obligations under the Schedule, but time will not be of the essence in the performance of these obligations.

6. Price

- 6.1 The price of the Goods and Services shall be the price listed in the specification current at the date of acceptance of the Customer's order or such other price as may be agreed in writing by the Supplier and the Customer.
- 6.2 Where the Supplier has quoted a price for the Goods other than in accordance with the Supplier's published price list the price quoted shall be valid for 30 days only or such lesser time as the Supplier may specify.
- 6.3 The Supplier reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the Goods and Services to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier (including, but not limited to, any foreign exchange fluctuation, currency regulation, alteration of duties, increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods and Services which are requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate information or instructions.



- 6.4 Except as otherwise stated under the terms of any accepted order or in any price list of the Supplier, and unless otherwise agreed in writing between the Customer and the Supplier, all prices are inclusive of the Supplier's charges for packaging and transport as specified in the accepted order.
- 6.5 The price is exclusive of any applicable value added tax excise, sales or taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods and Services, which the Customer shall be additionally liable to pay to the Supplier.

7. Credit Accounts

- 7.1 The Customer may apply for a Credit Account with the Supplier which shall enable the Customer to pay for the Goods and Services after their provision to the Customer, subject to these Terms and Conditions and to the Credit Account Terms and Conditions.
- 7.2 The Supplier shall assess the Customer's eligibility for a Credit Account taking action including, but not limited to, obtaining reports from credit reference agencies.
- 7.3 The Customer may purchase goods or procure services from the Supplier prior to the setting up of a Credit Account, however no credit shall be extended to the Customer by the Supplier unless and until the Credit Account has been set up.
- 7.4 The Credit Account shall be subject to a credit limit which shall not be exceeded, subject to any express written agreement to the contrary from the Supplier.
- 7.5 The Supplier shall monitor and record the Customer's use of the Credit Account and their payment performance. Any and all records kept may be made available to credit referencing agencies who may, in turn, share that information with other businesses for the assessment of credit applications and in the prevention of fraud.

8. Payment

- 8.1 Payment shall be made in accordance with these Terms and Conditions and with the Credit Account Terms and Conditions (where relevant).
- 8.2 All payments required to be made under these Terms and Conditions by either Party shall be made within 30 days of the date of the relevant invoice, without any set-off, withholding or deduction except such amount (if any) of tax as that Party is required to deduct or withhold by law.
- 8.3 The time of payment shall be of the essence of these Terms and Conditions. If the Customer fails to make any payment on the due date in respect of the price, fees or any other sum due under these terms and conditions then the Supplier shall, without prejudice to any right which the Supplier may have pursuant to any statutory provision in force from time to time, have the right to charge the Customer interest on a daily basis at an annual rate equal to the aggregate of 4% and the base rate of Bank of Scotland from time to time on any sum due and not paid on the due date. Such interest shall be calculated cumulatively on a daily basis and shall run from day to day and accrue after as well as before any judgement.



- 8.4 All payments shall be made to the Supplier as indicated on the form of acceptance or invoice issued by the Supplier.
- 8.5 The Supplier is not obliged to accept orders from any customer who has not supplied the Supplier with references satisfactory to the Supplier. If at any time the Supplier is not satisfied as to the creditworthiness of the Customer it may give notice in writing to the Customer that no further credit will be allowed to the Customer in which event no further goods or services will be provided to the Customer other than against cash payment and notwithstanding sub-Clauses 8.2 and 8.3 of these Terms and Conditions, all amounts owing by the Customer to the Supplier shall be immediately payable in cash.

9. Delivery and Performance

- 9.1 Delivery of the Goods shall be made by the Supplier delivering the Goods to the location in the United Kingdom specified in the accepted order.
- 9.2 The Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by the Supplier in writing. The Goods may be delivered by the Supplier in advance of the Delivery Date upon giving reasonable notice to the Customer.
- 9.3 If the Customer fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on that date, the Supplier shall be entitled upon given written notice to the Customer to store or arrange for the storage of the Goods and then notwithstanding the provision of sub-Clause 11.1 of these Terms and Conditions risk in the Goods shall pass to the Customer, delivery shall be deemed to have taken place and the Customer shall pay to the Supplier all costs and expenses including storage and insurance charges arising from such failure.
- 9.4 With effect from the Commencement Date the Supplier shall provide the Services.

10. Non-Delivery of Goods and Services

- 10.1 If the Supplier fails to deliver the Goods or provide the Services on the Delivery Date or from the Commencement Date (as applicable) other than for reasons outside the Supplier's reasonable control or the Customer's or its carrier's fault:
- 10.1.1 if the Supplier delivers the Goods or provides the Services at any time thereafter the Supplier shall have no liability in respect of such late delivery; and
- 10.1.2 if the Customer gives written notice to the Supplier within 3 Business Days after the Delivery Date and the Supplier fails to deliver the Goods or provide the Services within 7 Business Days after receiving such notice the Customer may cancel the order and the Supplier's liability shall be limited to the excess (if any) of the cost to the Customer (in the cheapest available market) of similar goods or services to those not delivered or provided over the price of the Goods not delivered or Services not provided.



11. Risk and Retention of Title

- 11.1 Risk of damage to or loss of the Goods shall pass to the Customer:
 - 11.1.1 in the case of Goods to be delivered at the Supplier's premises, at the time when the Supplier notifies the Customer that the Goods are available for collection;
 - 11.1.2 in the case of Goods to be delivered otherwise than at the Supplier's premises, at the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, at the time when the Supplier has tendered delivery of the Goods; or
 - 11.1.3 in the case of Goods being installed by the Supplier, at the time that the Supplier notifies the Customer that the installation is complete.
- 11.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms and Conditions, legal and beneficial title of the Goods shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full of the price of the Goods.
- 11.3 Sub-clause 11.2 notwithstanding, legal and beneficial title of the Goods shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full of the price of the Goods and any other goods supplied by the Supplier and the Customer has repaid all moneys owed to the Supplier, regardless of how such indebtedness arose.
- 11.4 Until payment has been made to the Supplier in accordance with these Terms and Conditions and title in the Goods has passed to the Customer, the Customer shall be in possession of the Goods as bailee for the Supplier and the Customer shall store the Goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by the Supplier and shall insure the Goods against all reasonable risks.
- 11.5 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of the Supplier, but if the Customer does so all money owing by the Customer to the Supplier shall (without prejudice to any other right or remedy of the Supplier) forthwith become due and payable.
- 11.6 The Supplier reserves the right to repossess any Goods in which the Supplier retains title without notice. The Customer irrevocably authorises the Supplier to enter the Customer's premises during normal business hours for the purpose of repossessing the Goods in which the Supplier retains title and inspecting the Goods to ensure compliance with the storage and identification requirements of sub-clause 11.4.
- 11.7 The Customer's right to possession of the Goods in which the Supplier maintains legal and beneficial title shall terminate if:
 - 11.7.1 The Customer commits or permits any material breach of his obligations under these Terms and Conditions;
 - 11.7.2 The Customer enters into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with his creditors;



- 11.7.3 The Customer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors; or
- 11.7.4 The Customer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Customer, notice of intention to appoint an administrator is given by the Customer or any of its directors or by a qualifying floating charge-holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer.

12. Assignment

- 12.1 The Supplier may assign the Contract or any part of it to any person, firm or company.
- 12.2 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Supplier.

13. Defective Goods

- 13.1 If on delivery any of the Goods are defective in any material respect and either the Customer lawfully refuses delivery of the defective Goods or, if they are signed for on delivery "condition and contents unknown" the Customer gives written notice of such defect to the Supplier within three business days of such delivery, the Supplier shall at its option:
- 13.1.1 replace the defective Goods within 14 days of receiving the Customer's notice;
or
- 13.1.2 refund to the Customer the price for the goods which are defective;
- but the Supplier shall have no further liability to the Customer in respect thereof and the Customer may not reject the Goods if delivery is not refused or notice is not given by the Customer as aforesaid.
- 13.2 No Goods may be returned to the Supplier without the prior agreement in writing of the Supplier. Subject thereto any Goods returned which the Supplier is satisfied were supplied subject to defects of quality or condition which would not be apparent on inspection shall either be replaced free of charge or, at the Supplier's sole discretion the Supplier shall refund or credit to the Customer the price of such defective Goods but the Supplier shall have no further liability to the Customer.
- 13.3 The Supplier shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subjection to normal conditions, failure to follow the Supplier's instructions (whether oral or in writing), misuse or alteration of the Goods without the Supplier's approval, or any other act or omission on the part of the Customer, its employees or agents or any third party.



- 13.4 Goods, other than defective Goods returned under sub-Clauses 13.1 or 13.2, returned by the Customer and accepted by the Supplier may be credited to the Customer at the Supplier's sole discretion and without any obligation on the part of the Supplier.
- 13.5 Subject as expressly provided in these Terms and Conditions, and except where the Goods are sold under a consumer sale, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 13.6 The Customer shall be responsible to ensure that, except to the extent that instructions as to the use or sale of the Goods are contained in the packaging or labelling of the Goods, any use or sale of the Goods by the Customer is in compliance with all applicable statutory requirements and that handling and sale of the Goods by the Customer is carried out in accordance with directions given by the Supplier or any competent governmental or regulatory authority and the Customer will indemnify the Supplier against any liability loss or damage which the Supplier might suffer as a result of the Customer's failure to comply with this condition.

14. Customer's Default

- 14.1 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:
 - 14.1.1 cancel the order or suspend any further deliveries and provision of Goods and Services to the Customer; and
 - 14.1.2 appropriate any payment made by the Customer to such of the Goods and Services (or the goods and services supplied under any other contract between the Customer and the Supplier) as the Supplier may think fit (notwithstanding any purported appropriation by the Customer).
- 14.2 This condition applies if:
 - 14.2.1 the Customer fails to perform or observe any of its obligations hereunder or is otherwise in breach of the Contract; or
 - 14.2.2 the Customer becomes subject to an administration order or makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation; or
 - 14.2.3 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or
 - 14.2.4 the Customer ceases, or threatens to cease, to carry on business; or
 - 14.2.5 the Supplier reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.
- 14.3 If this Clause 14 applies then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to cancel the Contract or suspend any further deliveries or provision under the Contract without any liability to the Customer, and if the Goods have been delivered but not paid for or the Services provided but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.



15. Liability

- 15.1 Except in respect of death or personal injury caused by the Supplier's negligence, the Supplier will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under these Terms and Conditions, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Company's servants or agents or otherwise) which arise out of or in connection with the supply of the Goods and Services.
- 15.2 The Customer shall indemnify the Supplier against all damages, costs, claims and expenses suffered by arising from loss or damage to any equipment (including that of third parties) caused by the Customer, or its agents or employees.
- 15.3 Where the Customer consists of two or more persons such expression throughout shall mean and include such two or more persons and each or any of them. All obligations on the part of such a Customer shall be joint and several obligations of such persons.
- 15.4 The Supplier shall not be liable to the Customer or be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations if the delay or failure was due to any cause beyond the Supplier's reasonable control.

16. Notices

- 16.1 All notices under these Terms and Conditions shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.
- 16.2 Notices shall be deemed to have been duly given:
 - 16.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
 - 16.2.2 when sent, if transmitted by fax or e-mail and a successful transmission report or return receipt is generated; or
 - 16.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
 - 16.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.
in each case addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.
- 16.3 Service of any document for the purposes of any legal proceedings concerning or arising out of these Terms and Conditions shall be effected by either Party by causing such document to be delivered to the other Party at its registered or principal office, or to such other address as may be notified to one Party by the other Party in writing from time to time.



17. Force Majeure

Neither the Customer nor the Supplier shall be liable for any failure or delay in performing their obligations under these Terms and Conditions where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

18. Waiver

18.1 No waiver by the Supplier of any breach of these Terms and Conditions by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision. A waiver of any term, provision or condition of these Terms and Conditions shall be effective only if given in writing and signed by the waiving Party and then only in the instance and for the purpose for which the waiver is given.

18.2 No failure or delay on the part of any Party in exercising any right, power or privilege under these Terms and Conditions shall operate as a waiver of, nor shall any single or partial exercise of any such right, power or privilege preclude, any other or further exercise of any other right, power or privilege.

19. Severance

The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

20. Third Party Rights

A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

21. Law and Jurisdiction

21.1 These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of Scotland.

21.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of Scotland.