

Dibble Optical Supplies Ltd

Terms and Conditions

1 General

Orders will be accepted and carried out on the basis of the following conditions only. In placing an order the purchaser acknowledges these terms. No amendment can be accepted unless agreed to in writing by Dibble Optical Supplies Ltd (hereinafter referred to as 'The Company').

2 Prices

Prices are those ruling at time of receipt of order. All prices are per item unless otherwise stated and are subject to V.A.T. Postage and packing and/or carriage will be charged extra and are subject to V.A.T. In the event of any increase in cost of materials, statutory levies or rate of exchange between the date of quotation and the date of despatch, the Company shall be entitled to charge prices in force at the date of despatch without notice.

3 Quotations and Deliveries

Our prices are to be understood from the respective place of delivery, packing and carriage excluded. In as far as we deliver goods shown on the published price list, the applicable price in £ sterling are those valid on the date the order is received. Our quotations are not binding, unless an order that is placed on the basis of the terms of the quotation has been confirmed by us in writing. All data regarding finish, measurements and weights contained in our catalogues are not binding. Delivery is calculated with utmost care. Should the delivery be delayed as a result of industrial disputes, or unforeseeable circumstances beyond our control, such as shortage of material or energy or as a result of incorrect or unpunctual deliveries by suppliers in spite of their being most conscientiously selected and provided this delay was unavoidable in spite of all due diligence and all reasonable efforts on our part, then the delivery time will be extended by the duration of the hindrance.

4 Insurance

Shipments may be insured by us at buyers expense against transportation risks.

5 Cancellation or Alteration

A charge will be made for all work carried out, up to the time the order is cancelled or altered.

6 Claims

Goods shall be inspected immediately on delivery. Obvious defects are to be reported within 2 days after receipt of goods to us in writing. Claims to warranties for defects not reported in good time shall not be accepted. Goods sent to us for service will be handled to the best of our ability. However, in case of fracture or other damage to the material, should this damage be due to gross negligence on our part, we will be liable only up to the value of the product delivered. Any further liability claims – especially claims for restitution of further damages – shall be excluded except, in cases where gross negligence can be proven. This applies equally to claims arising from culpa in contrahendo, positive violation of claims and other legal grounds. We accept liability for the presence of guaranteed properties. Consequential damages can only be acknowledged if they are covered by our guarantee and are the result of gross negligence. When manufacture takes place according to customer's drawings no liability whatsoever can be accepted regarding the infringement of patent rights of third parties.

7 Credits, Returned Orders and Requests for Exchange

The original order and delivery note must be returned with the goods when requesting credit or exchange and with goods returned for verification. No goods can be returned for credit except by prior arrangement. Goods returned must be sent carriage paid and insured in transit. These conditions do not affect your statutory rights.

8 Default and Impossibility of Performance

On default or any impossibility we are responsible for, the buyer may rescind the contract or claim damages subject to a futile and adequate period of grace. The claim for damage is restricted to 5% of the value of the goods in arrear, provided that gross negligence is excluded. Any other claims are excluded.

9 Payment

According to circumstances and particularly in cases of products being made to order, we reserve the right to demand payment in advance of a partial amount or in full. In other cases payment is due within 30 days net after date of invoice. Payment by bill of exchange is subjected to our agreement. A charge will be calculated on the basis of the prevailing bank rate from the date the invoice is due. These fees must be paid at once. Credit entries of bills of exchange and cheques are always subject to their collection. Their value is credited to the customers account the same day on which the amount is at our disposal. In cases of delayed payment, interest on arrears at a rate usual to trade, but at least 3% over the current base rate of the Bank of England will be charged. Should payments remain unsettled in spite of reminders or should circumstances come into being which noticeably diminish the credit standing of the purchaser (e.g. futile seizure, non-collection of bills of exchange or cheques, suspension of payments, petition for instituting composition or bankruptcy proceedings), then all claims which we have against the purchaser are due at once. This applies likewise to claims on the basis of bills of exchange.

10 Retention of Title

Goods delivered by us remain our property until full settlement of balance of account. Cheques and bills of exchange are only credited to the customers account upon their collection. In cases of breach of contract and in particular in cases of default of payment, we retain the right to take back the reserved goods. The taking back of the goods does not imply termination of the contract.

11 Place for Fulfilment and Court

Place of fulfilment is the respective place of delivery. Place of jurisdiction is the U.K. We shall be entitled to press claims at the place of jurisdiction or the ordering party, too. In this event the ordering party is obliged to reimburse us for our costs for bringing an action and for enforcement including the costs and fees of the lawyers empowered by us even if local or national law does not provide for the reimbursement of such costs. It is agreed that English Law applies excluding the Hague Convention on The Uniform Law on International Sales of Goods as well as the U.N. Law on International Sales of Goods.

12 Warranty Condition

- (1) Subject to due compliance with such operating instructions as may be supplied with its goods and to normal usage, the Company warrants that our products will be free from defects of material or workmanship for a period of twelve calendar months from the date of despatch and in the event of such a product being defective, undertakes to replace or repair it free of charge. Consumable items as well as electrical bulbs, fuses and diamond wheels are excluded from these warranty conditions. Service work performed during the warranty period does not extend the duration of the warranty.
- (2) Unauthorised changes or changes made by unauthorised personnel will void the warranty. The use of accessories or replacement parts, diamond wheels and consumable articles not approved in writing by the Company shall render the warranty void. The Company shall not be liable to the purchaser in respect to damage or loss of any nature as a result of the use of products supplied by the Company.
- (3) The warranty contained in paragraph (1) of this clause shall immediately cease to have effect if any equipment or any part of the equipment:
 - (a) has been damaged by neglect or has been improperly installed or used; or
 - (b) has had the identification marks or serial number removed; or
 - (c) has been repaired or serviced by any person or company other than Dibble Optical Supplies Ltd or its appointed representatives unless authorised in writing by Dibble Optical Supplies Ltd.

Dated January 2010 – This supersedes all previous Terms and Conditions either printed, quoted or implied.