



SONATEST GENERAL TERMS AND CONDITIONS OF SALE

1. **GENERAL:** The acceptance of our quotation or of any goods supplied given or service rendered includes the acceptance of the following terms and conditions and no variation of or, addition to, the same shall be binding upon us unless expressly agreed in writing by us. Your order shall be subject to our written acceptance.
2. **QUOTATION:** Unless previously withdrawn our quotation is open for acceptance in writing within the period stated or when no period is stated within thirty (30 days) after this date. We reserve the right to correct any errors or omissions in our quotation.
3. **LIABILITY FOR DELAY:** Any times quoted for delivery are to date from our written acceptance of your order and on receipt of all necessary information and drawings to enable us to put the work in hand. Where delivery is to take place by instalments each such instalment shall constitute a separate contract. We will use our best endeavours to complete delivery of the goods or service in the period stated but accept no liability in damages or otherwise for failure to do so from any cause whatsoever including but without prejudice to the generality of the foregoing world war civil commotion fire, flood, accident labour, dispute shortage of materials, Act of Government or other authority or any other cause or causes (whether similar or not) beyond our reasonable control. In all cases of delay the time for delivery shall be extended by reasonable period having regarded the cause of delay.
4. **PAYMENT:** Payment shall be made during the period of manufacture and installation in accordance with the payment terms set out in the quotation and if not so stated, shall be net cash within 30 days of delivery. The payment shall be in pounds sterling. In the event of any amount payable to us being overdue we may without prejudice to any other right, suspend delivery to you or terminate the contract and/or charge you simple interest on overdue amounts at the rate of 2% above the ruling Bank of England Minimum Lending Rate.
5. **INSPECTION AND TEST:** Our goods are fully inspected at our works and where practicable subjected to our standard tests before despatch. If tests are required to be witnessed by your representative notice of this requirement must be given at the time of placing the order and notice of readiness will then be given to you seven (7) days in advance of such tests being carried out. In the event of any delay on your part in attending such tests or in carrying out any inspection by you after seven (7) days notice of readiness the tests will proceed in your absence and shall be deemed to have been made in your presence and the inspection will be deemed to have been made by you. In any event you shall be required promptly after witnessing a test if such be the case or promptly receiving test results of witnessed or un witnessed tests to notify us in writing of any claimed defects in the goods or of any respect in which it is claimed that the goods do not conform with the contract. Before you become entitled to reject any goods we are to be given reasonable time and opportunity to rectify them.

You assume the responsibility that the goods stipulated by you are sufficient and suitable for your purpose save in so far as your stipulations are in accordance with our advise and that you have taken and will take all steps to ensure the goods will be safe and without risk to health when properly used. Any additional certification demanded may incur extra cost for which a specific quotation will be issued.
6. **DELIVERY & PACKING:** Prices quoted show delivery charges Applicable and include light packing suitable for road or airfreight. Unless otherwise stated prices do not include where applicable any tax licence fee, customs import or export duty or charge of the cost of Special packing or freight or insurance cover.
7. **DAMAGE IN TRANSIT AND LOSS IN DELIVERY:** Claims for damage in transit or loss in delivery of the goods will only be considered if the carriers and ourselves receive written notification of such damage within 7 days of delivery or in the event of loss of goods in transit within 21 days of consignment.
8. **PRICE.** Unless otherwise stated all quotations are firm and fixed.
9. **TRANSFER OF PROPERTY AND RISK:** The title and property in the goods shall pass when full payment has been received of all sums due to us whether in respect of the present transaction or not. The risk in the goods shall be deemed to have passed on delivery.
10. **WARRANTY/DEFECTS AFTER DELIVERY:** We will make good by repair or by the supply of a replacement or by equivalent adjustment of the price at our sole option defects which under proper use appear in the goods within a set period (refer to quotation). Provided that all defective parts are carefully packed and promptly returned by you free to our works unless otherwise arranged. A written statement detailing the precise nature of the defect and the operating conditions under which the defect occurred. The repaired new part will be delivered by us free of charge. Save as in this clause herein before expressed we shall not be under any liability in respect of defects in goods delivered or for any injury damage of loss resulting from such defects and our liability under this Clause shall be in lieu of any warranty or condition implied by law as to the quality or fitness of any particular purpose of such goods.
11. **PATENTS:** We will indemnify you against any claim of infringement of Letters Patent Registered Design Trade Mark or Copyright (published at the date of the Contract) by the use or sale of any goods supplied or service rendered by us to you and against all costs and damages which you may incur or for which you may become liable in any action for such infringement. Provided always that this indemnity shall not apply to any infringement which is due to our having followed a design or instruction furnished or given by you or to the use of such goods or service in a manner or for a purpose or for a purpose or in a foreign country not specified or disclosed to use prior to our association or combination with any other article material or service not supplied by us. Provided also that this indemnity is conditional on your giving to us the earliest possible notice in writing of any claim being made or action threatened or brought against you and on your permitting us at our own expense to conduct any litigation that may ensue and all negotiations for a settlement of the claim or action. You on your part warrant that any design or instruction furnished or given by you shall not be such as will cause us to infringe any Letter Patent Registered Design Trade Mark or Copyright in the execution of your order.
12. **DRAWINGS AND DESCRIPTIVE DOCUMENTS:** All software specifications drawings plan designs and technical documents and information supplied by us for your own use or information shall remain at all times our exclusive property and much not be copied reproduced transmitted or communicated to a third party without our prior consent in writing.
13. **FRUSTRATION:** If any contact or any part of it shall become impossible of performance or otherwise frustrated we shall be entitled to a fair and reasonable proportion of the price in respect of the work done up to the date thereof and for this purpose any moneys previously paid by you shall be retained as against the sum due to us under this provision any balance to be repaid to you or as the case may be any deficiency to be paid to us by you. We may dispose of the goods as we think fit due allowance being made to you for the net proceeds thereof.
14. **LEGAL INTERPRETATION:** Any contract will be deemed to be made in England and shall be governed and construed for all purposes and in all respects in accordance with English law and only the Courts of England shall have jurisdiction.
15. **ON SITE WORK:** additional clauses in respect of work provided on site will be supplied on request.

DECLARATION: I acknowledge that all orders are accepted by Sonatest in accordance with their [terms and conditions](#) and agree that my company shall be bound by them in all transactions. **PLEASE NOTE OUR CREDIT PAYMENT TERMS ARE 30 DAYS END OF MONTH**