



THE SCALE COMPANY
STANDARD TERMS AND CONDITIONS OF TRADE
&
SALE OF GOODS

These are the terms and conditions upon which The Scale Company sells goods manufactured and/or distributed by The Scale Company (the goods) to you.

Definitions

"Contract" means the contract for sale by The Scale Company to the Customer of the goods and/or services formed in accordance with clause 2.

"Customer" means the purchaser of goods or services from The Scale Company.

"Terms and Conditions" mean these Terms and Conditions of Trade, as amended from time to time by The Scale Company

"Warranty Period" means the period of 1 year from the date of delivery of the goods or, where the goods are installed by The Scale Company, 1 year from the date that installation is complete, or such other period as is expressly stated in the Pricing and/or Quotation.

1. INTELLECTUAL PROPERTY

- 1.1. All images, photos, products, product concepts, branding and copy are the sole and exclusive property of The Scale Company.
- 1.2. Usage of any element from the website or any associated literature may not be used, reproduced or modified without express consent.
- 1.3. Failure to comply with any of the above conditions may result in prosecution.

2. PURCHASE PRICE & QUOTATIONS

- 2.1. The Purchase Price of the goods is provided in the Quotation and The Scale Company will be entitled to receive payment in full of the Purchase Price within 30 days of the date of the invoice.
- 2.2. The Scale Company reserves the right to pass on any additional postage, carriage delivery costs associated with the dispatch of goods.
- 2.3. A quotation does not give rise to a binding contract between the Customer and The Scale Company.
- 2.4. Unless otherwise stated in writing or withdrawn, a quotation is valid for a period of thirty (30) days from the date of the quotation.
- 2.5. The Customer acknowledges and agrees that a quotation is based on information provided by the Customer. The Customer is solely responsible for the accuracy of any information so provided.
- 2.6. The price shall be increased by the amount of any taxes and duties which may be applicable except to the extent that such taxes and duties are expressly included in any Quotation.
- 2.7. The Customer acknowledges that it is liable for:
 - 2.7.1. All taxes and duties (such as import and customs duties) not expressly included in the Quotation; and
 - 2.7.2. The price of the goods notwithstanding any delay or other difficulty relating to the import of the goods arising from a breach by the Customer of the Contract (including non-payment of any taxes and duties referred to in clause 2.7.1).

3. DELIVERY

- 3.1. The parties agree that risk will pass to you upon The Scale Company either delivering the goods to you, to your nominated carrier for transportation to you, or otherwise delivering the goods in accordance with your directions. Under these circumstances, delivery will be complete and you will be deemed to have accepted the goods notwithstanding that you are not physically present at the place or time of delivery and notwithstanding that there has been no receipt obtained for the goods upon delivery.
- 3.2. The expected date for delivery is an approximation only. Whilst The Scale Company will endeavour as best possible to meet delivery dates, you will not be entitled to claim damages, compensation or to rescind the Agreement if The Scale Company fails to deliver the goods on the stated delivery dates.
- 3.3. The Scale Company will not be liable to you or to any other person for any loss, cost, expense or damage whether directly or indirectly caused or arising out of any delay or failure to deliver the goods on the date specified.
- 3.4. In the event that The Scale Company is unable to deliver the goods within the period specified as the delivery date then The Scale Company may, by giving written notice to you, terminate this Agreement prior to delivery and neither party will have any right of action or claim for damages as against the other. Notwithstanding any provision to the contrary ownership and title to the goods will not pass to you and will remain with The Scale Company until such time as the goods have been paid for in full.
- 3.5. Where the Customer is responsible for installing the goods or where the goods do not require installation, the Customer shall inspect and test the goods within 7 days of delivery, and shall give The Scale Company written notice of any damage or claim within that period.
- 3.6. Where The Scale Company is responsible for installing the goods, the Customer shall:
 - 3.6.1. not open any package containing the goods; and
 - 3.6.2. inspect the outside of the packaging when received and make notes to the shipping receipts if any damage is found and report that damage to The Scale Company; and
 - 3.6.3. inspect and test the goods within 7 days of the completion of the installation services, and give The Scale Company written notice of any damage or claim within that period.
- 3.7. Unless the Customer notifies The Scale Company in writing of any claim or damage within the period set out in clauses 3.5 or 3.6, the goods and services shall be deemed to have been accepted by the Customer as being in good condition and in accordance with the Contract.

4. ACCEPTANCE OF THE TERMS OF TRADE

- 4.1. Acceptance of The Scale Company's terms of trade is automatic when a purchase order is placed, written or otherwise.
- 4.2. These Terms and Conditions shall be incorporated into every Contract, except where expressly varied in writing and authorised by both parties.
- 4.3. These Terms and Conditions prevail over any other terms and conditions stipulated or referred to by the Customer.

5. RETURNS POLICY

- 5.1. The Scale Company must be notified immediately if there is a problem with your order. All claims for incorrectly sent or defective/damaged goods must be made within 7 days after receipt of goods.
- 5.2. Any return of defective goods or return due to goods supplied in error on The Scale Company's part will be subject to a full refund or credit.
- 5.3. Goods returned due to customer order error will be entitled to a refund for goods only, the client agrees to pay carriage delivery costs and all costs in relation to the return of the goods.
- 5.4. The Scale Company cannot accept any return for goods returned more than 21 days after billing or where the returned goods are incomplete, not in unopened packaging and/or not in original condition.
- 5.5. The Scale Company will only accept returns for usual trade stock, and not custom made or bespoke products, unless it is deemed unfit for purpose due to fault on the part of The Scale Company.

6. TERMS OF PAYMENT

- 6.1. Full payment is due upon invoicing and payable within 30 days.
- 6.2. Accounts deemed to have an unsatisfactory payment record will be placed on hold or on a cash on delivery (COD) or Proforma basis.
- 6.3. Ownership and title to the goods will not pass to you and will remain with The Scale Company until such time the goods have been paid in full. Payment options include cheque, electronics bank transfer, credit or debit card and cash. The Scale Company reserves the right to charge an administrative fee on fund transfer fees or card fees.
- 6.4. For bespoke systems the Customer may be required to pay a deposit (of such amount as The Scale Company determines) payable within 7 days of the issue of the Purchase Order acknowledgement. In such situations, specific terms will be agreed by both parties during quotation stage.
- 6.5. The Scale Company will issue its invoice upon the goods being shipped or on completion of the performance of the services (as the case may be).
- 6.6. The Customer authorises The Scale Company to obtain such reports from a credit reporting agency relating to the Customer and any guarantors as The Scale Company considers necessary.
- 6.7. All sums not paid when due shall accrue interest daily at the rate which is 2% per annum above the rate charged by The Scale Company's bankers for unsecured overdraft facilities as at the due date for payment on the unpaid balance until paid in full.

7. RISK & PROPERTY

- 7.1. Until payment has been made, for the price for the goods, and other monies due by the Customer, to The Scale Company, at the time the payment for any goods falls due, the property in the goods shall remain The Scale Company's and the Customer shall hold the goods as belonging to The Scale Company, stored separately from those belonging to the Customer and properly labelled, protected, treated and insured.
- 7.2. The Customer will not sell or dispose of any of the Collateral or permit any other person to have or obtain a security interest in any of the Collateral;
- 7.3. If the Customer is in breach of any of its obligations in respect of the Collateral:
 - 7.3.1. it will promptly upon receiving a written request from The Scale Company, at its own cost and expense, deliver all or any of the Collateral to The Scale Company at such place or places as The Scale Company directs; and;
 - 7.3.2. if the Customer fails to deliver any of the Collateral as required under these Terms, The Scale Company may at any time, either itself or through an authorised agent, enter into any place where the Collateral is located and remove the Collateral.

8. WARRANTY & INDEMNITY

- 8.1. The Scale Company warrants to the Customer that the goods supplied by The Scale Company will continue to perform to the same standard as the goods performed when tested by The Scale Company for the Warranty Period. Warranty period is 1 calendar year from date delivery. Exclusions to one (1) year warranty include:
 - 8.1.1. Power adapters where a warranty period of 3 calendar months from date of delivery is applied
 - 8.1.2. Rechargeable batteries where a warranty period of 3 calendar months from date of delivery is applied.
 - 8.1.3. Specific items where The Scale Company has given written notice that the one (1) year warranty will not apply. In these instances an alternative warranty period will be stipulated. These items include, but are not limited to; refurbished equipment, parts held in stock by The Scale Company, which are now obsolete.
- 8.2. The Scale Company will not be liable for breach of the warranty in clause 8.1 where the failure to comply with the warranty results from:
 - 8.2.1. damage (whether accidental or otherwise) to the goods occurring after delivery to the Customer;
 - 8.2.2. any failure to use, store or maintain the goods in accordance with any written instructions provided by The Scale Company (including in any product manual);
 - 8.2.3. any unauthorised alteration of or modification to the goods attempted or carried out by the Customer or any third party;
 - 8.2.4. any attempt by any person other than The Scale Company personnel or any person authorised by The Scale Company, to adjust, repair or support the goods;
 - 8.2.5. the use of the goods in combination with parts, components, equipment, programs or services not authorised by The Scale Company;
 - 8.2.6. the use of the goods other than in the operating environment recommended by The Scale Company or otherwise than in accordance with The Scale Company's directions, including lack of proper care of the goods.
- 8.3. If any goods fail to comply with the warranty in clause 8.1 during the Warranty Period, The Scale Company's liability to the Customer is limited to replacement or repair of the relevant goods.
- 8.4. The Customer shall be responsible for delivering the goods the subject of the warranty to The Scale Company at the Customer's cost.
- 8.5. If the goods are found by The Scale Company:
 - 8.5.1. to be defective, The Scale Company will reimburse the Customer for the costs of delivery of the goods to The Scale Company, and ship the repaired or replacement goods to the Customer at The Scale Company's cost; and
 - 8.5.2. not to be defective, The Scale Company will ship the goods to the Customer at the Customer's cost.
- 8.6. Return to base warranties are goods specific and terms will be agreed by both parties at quotation stage.
- 8.7. The Customer warrants and represents that:
 - 8.7.1. the information provided in support of any application by it for a credit account is complete and accurate; and
 - 8.7.2. it is buying the goods or services for its own use and not for re-sale to any person.
- 8.8. Subject to clause 9, the Customer hereby agrees to indemnify The Scale Company against, and hold The Scale Company harmless from

and against all actions, proceedings, claims, demands, costs and expenses (including reasonable legal fees on a solicitor and client basis) howsoever suffered or incurred by The Scale Company as a result of any breach of the Contract by the Customer.

9. LIMITATION OF LIABILITY

9.1. A party shall not be liable for:

9.1.1. any indirect loss or damage (including without limitation loss of profits or savings or for any indirect or consequential loss or damage), however caused, arising out of or in connection with the performance of the goods or services or the Contract; and

9.1.2. more than £10,000 in total irrespective of the number of claims (except in breach of clause 1).

10. CUSTOMER OBLIGATIONS

10.1. The Customer is responsible for obtaining, at its cost, every necessary or prudent authorisation (including licences, permits and consents) to buy, import, possess or use import any goods or services supplied or provided by The Scale Company.

10.2. If the Contract provides for installation of goods by The Scale Company, the Customer shall provide suitable premises, necessary services and amenities for the safe and lawful installation of the goods by The Scale Company's staff. If the Customer does not comply with its obligation under this clause, the Customer will be liable for, and The Scale Company may charge the Customer for, the lost time of The Scale Company's staff.

11. FORCE MAJEURE

11.1. The Scale Company is not in breach of the Contract and is not liable for any delay or reduction in providing the goods or services (or inability to provide the goods or services) caused by any Force Majeure Event.

11.2. In this clause, a Force Majeure Event means an event or circumstance beyond The Scale Company's reasonable control, including (but not limited to) fire, floods, storms, earthquake, other extreme weather events or other act of God, any act of a public enemy, war, riot, terrorism, civil or military authority, subversive activity or sabotage, epidemics or quarantine restrictions, failure or defect of electrical power or telecommunications connections or services, prohibition or restrictions on the import or export of goods or services, industrial and labour disputes or stoppages or any act or omission (including laws, regulations, disapprovals or failures to approve) of any governmental agency.

12. GOVERNING LAW

The Contract shall be governed by the laws of England & Great Britain. The Customer submits to the non-exclusive jurisdiction of the courts of England, Wales, Scotland and Northern Ireland in relation to any proceedings in connection with these Terms and Conditions, the Contract or the purchase of goods or services from The Scale Company.

13. GENERAL

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, then that provision will be read down or severed and that invalidity or unenforceability does not affect the validity or enforceability of the remaining terms.