

# TERMS & CONDITIONS

## Terms & Conditions of sale of product and/or supply of services

### 1. Definitions

"Us" & "We" are Knight Optical (UK) Ltd and includes our appointed agents, sub contractors and successors.  
"The Customer" Any person, or other body entering into a contract with us for the supply of goods or services.  
"Goods" is anything supplied by or processed by us for the Customer.  
"Works" Shall mean all labour and services supplied by us to or for the Customer.

### 2. Orders & Contracts

All orders shall be in writing, (including email communication). An email shall be deemed to have the same authority as a paper based signed order. We reserve the right to refuse any order. A contract is made when we accept the order, subject to any terms.

The Customer acknowledges its contract with us is subject to these express terms and conditions together with any additional and all contractual details confirmed in our quotation. All other conditions, warranties and representations are excluded. No variation to these conditions shall apply unless specifically agreed in writing by us and will be on a strict Order by Order basis.

These Terms and Conditions take precedent over any which The Customer might usually rely upon, even if they are presented with or are part of a Purchase Order. All Orders placed on us are exclusively covered by these Terms & Conditions.

### 3. Estimates & Quotations

Prices on estimates & quotations are exclusive of VAT, local taxes, import duty, carriage or similar charges which may be levied. Prices may change between the issue of the estimate and the Order for products or works. Estimates and quotations are given on the understanding the work performed by us is conducted in a manner decided upon by us. A fixed price quotation is valid only on the day issued, unless it has an expressed expiry date.

### 4. Confidentiality, Design & Drawings

We will not discuss or disclose details of the Customer's business with any third party, except where required by law or when authorised by the Customer. We provide secure storage of drawings and/or other specifications, materials prototypes etc., provided by the Customer and we will return all such material upon request at the end of the contract subject to full payment.

Where we have designed a product in order to meet a specification required by the customer, the copyright and intellectual property rights belong to us unless otherwise agreed in writing by a Director of Knight Optical (UK) Ltd. It is our usual policy to allow the purchase of copyrighted material by the customer.

### 5. Customers' Specifications

(a) Where specifications and drawings are supplied by the Customer, then the Customer should supply such specifications and drawings before or at the same time as the order. We will rely upon the specification and drawings provided by The Customer.

(b) The Customer represents they are satisfied as to the suitability of any process requested (and any products used therein) upon any goods or products whether or not the customer has provided them. The Customer takes responsibility for the results of any such process and end result, with the exception of defects or damage arising from negligence or lack of reasonable skill and care on our part.

(c) Where we have design responsibility for the any work or product, we will use our expertise in interpreting the Customer's requirements and produce a final drawing(s). Prior to the commencement of any works, the drawings and specifications we have produced are deemed to be complete and correct when the order to proceed is given. We have no attaching responsibility for the suitability of any work for any given application, unless we have specifically specified this in writing prior to the start of any works and/or supply.

(e) If the specifications on which the Estimate or Quotation is based are changed by the Customer once the order has been placed, we reserve the right to suspend the supply of Goods or Works pending agreement upon the change in costs (if any). This will rescind any agreed time penalties or similar agreements.

### 6. The Price & Alterations

The price stated in the contract may be changed if:

- Any alterations are made in any specification upon which a price has been determined.
- Any variation is required as to the mode, place and time of delivery of the materials.
- Any expense is incurred by us following of delay arising from the Customer's instructions.
- The works relate to an estimate or a quotation which states the prices are subject to variation.

In the event any additional work is required, we may require written acceptance of an incremental cost prior to the start of that work.

### 7. Terms of Payment, Credit Accounts

We will invoice the Customer for the Goods or Works as soon as possible. The invoice will be the full contract price in accordance with our Quotation plus any agreed extras or variations (except in the case of agreed "call offs"). Our terms of payment are 30 days from the date of invoice where an approved credit account is in place, unless it is agreed in writing by us that different terms shall apply. In all other cases payment is required in advance.

We reserve the right to change the terms or withdraw any credit account granted by us. In respect of all payments due to us, time of payment is of the essence of the contract.

We reserve the right to charge interest at the rate of 4.0% above bank of England base rate per month by separate invoice, exclusive of VAT, on all invoices which remain unpaid after the due date of payment.

### 8. Delivery, Collection & Risk

(a) Goods supplied by the Customer remain at the Customer's risk until they are received at our premises and we have acknowledged that they have been received in good order.

(b) We are not a common carrier, but at the Customer's request and at the Customer's expense we may collect Customer's Goods, whereupon we will take all reasonable precaution to safeguard the Goods, but in accordance with sub-clause (a) above the Goods will remain at the Customer's risk until they have been received by us. We do not accept responsibility for any liability for any delay arising nor any damage caused.

(c) When Goods are delivered from us to the Customer, or collected by the Customer from our premises, Goods shall be at the Customer's risk immediately after delivery or, if an independent carrier is used, immediately the Goods are released to such independent carrier, or immediately the materials are collected by the Customer.

### 9. Our Liability for alleged defective and/or missing goods

(a) The Customer shall inspect the Goods immediately upon receipt and notify us of any shortfalls within 3 working days. We have strict controls which include a double verification of quantities and products supplied to avoid errors in product delivery.

(b) If the Customer considers the Goods are defective it shall within 14 days

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of receiving the Goods give notice in writing to us stating the defects or discrepancies alleged. Unless the Customer gives such notice the Goods shall be deemed to be in all respects in accordance with the contract and to the satisfaction of the Customer and the Customer shall be bound to accept and pay the contract price.

(c) Where goods, products or services supplied by us fail to meet the specification agreed by us, or where we have been negligent or failed to exercise reasonable care, upon receipt of the goods which have been verified as defective by us, these goods will be resupplied as quickly as is practical to The Customer. Irrespective of the nature of any defect, our liability to the customer will be limited to the amount paid by The Customer for the defective goods. For the avoidance of doubt, we are not liable for any consequential loss of any kind, irrespective of whether any consequential loss is a likely outcome.

## **Delivery Dates & Liability for performance and/or loss**

(a) We will use every endeavour to meet requested delivery dates but delivery may be subject to delay and we will not accept any liability for any losses arising.

(b) We accept no liability in contract tort or otherwise for any personal injury, loss or damage of any kind suffered by the Customer (or a subsequent customer) as a result of its use of the Goods.

(c) We warrant only that the goods supplied, or the processes performed, conform to the specification provided by us. Except in the case of a specific written assurance by us as to a warranted specific use (which must be agreed prior to the placing of the order), absolutely no warranty actual or implied exists as to suitability of any product or process carried out by us for any specific purpose. The decision to implement our products in a particular manner rests with the Customer and with it any responsibility for performance.

## **10. Retention Of Title & Lien**

We shall have a possessory lien against the Customer on any and all of the Customer's Goods in our possession for any and all monies due from the Customer. We retain retention of title until the goods or services have been paid in full.

## **11. Our Right To Sub-Contract**

We have the right to engage Sub-Contractors to perform our obligations under any contract either wholly or in part, except where we have indicated on its quotation that no sub contractor will be used in the performance of the Order.

## **12. Call Offs**

Where a call off agreement has been entered into, the Customer acknowledges its liability to fulfil the terms of the call off. In the event the customer has failed to honour the call off agreement either by virtue of time or quantity we are entitled to require either full payment of items not called off, or compensation at our discretion.

## **13. Construction & Unfair Clauses**

All contracts shall be interpreted in accordance with English Law and any action shall be solely pursued through the English Judicial System. If any clause contained herein shall for any reason be determined invalid, illegal or unenforceable, such determination shall not affect any other provisions.

## **14. Goods Supplied To Us By A Customer**

(a) Where Goods are received from a Customer which are not in our opinion fit for purpose, we will notify the Customer accordingly. The customer is responsible for the costs of any onward carriage.

(b) If we are requested to carry out works to prepare the goods into a fit and working condition we shall not have responsibility for any loss or damage arising unless such damage is caused by our negligence or lack of reasonable care. The Customer is responsible for the cost for this work.

(c) In the event that the condition of the Goods received by us has been questioned, we shall not proceed with the contract until expressly authorised to do so by the Customer and we shall not be responsible for any delay arising from this requirement.

(d) In the event that we have questioned with the Customer the suitability of Goods but the Customer authorises us to proceed with the Contract regardless, the Customer agrees that any defects in the work performed by us as a result of the Goods being unsuitable shall give rise to no liability on our part and such defects shall not constitute lawful excuse for withholding payment or part payment from us.

(e) We reserve may cancel a contract without being liable to the Customer in any way for such cancellation, or alternatively to proceed with the contract on such terms or conditions as we may feel appropriate, without being liable for any breach of contract arising by such unilateral alterations in the terms and conditions if :

- (i) The Customer, has in our opinion failed to provide Goods into a fit condition for processing
- (ii) In our opinion the Customer's Goods are in anyway unsuitable
- (iii) In the our opinion the Customer's requirements are unobtainable

(f) We give no warranty that customer Goods can be worked upon in any way or incorporated into any machine equipment thing or process without causing damage to the Goods. Any such work or incorporation is carried out is at the risk of the Customer and any damage thereby caused shall not be our responsibility.

(g) In the event of the desired finish not being obtained owing to the supply by the Customer of unsuitable Goods or inaccurate/inappropriate specifications or any other reason outside our control, no responsibility shall attach to us and the Customer shall remain liable to pay the contract price.

(h) In the event of damage being caused to the Customer's Goods during processing as a result of our negligence or lack of reasonable care, our liability for any such damage is limited to the lower of the contract price or the value of the item damaged.

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