1.2 A reference in these Terms to a provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.4 A reference in these Terms to a “person” includes any natural person, company, limited liability partnership or body corporate (acting by an agent or otherwise).

2. BASIS OF THE SALE

3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until such order has been acknowledged in Writing by the Seller, or (in either case) subject to these Terms which shall govern the Contract to the exclusion of any other terms.

4. ORDERS AND SPECIFICATIONS

4.3 The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.

5. STORAGE AND DELIVERY

5.3.1 cancel the contract or suspend any further deliveries to the Buyer; and

5.3.2 return any part of the price which has already been paid by the Buyer to the Buyer.

6. TITLES OF THE GOODS

6.5.2 sell the Products at the best price readily obtainable and (after deducting all reasonable costs and expenses incurred by the Seller) (whether or not delivery is refused by the Buyer) to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, representations and conditions on all matters stated or implied by law are excluded to the fullest extent permitted by law.

7. RISK AND PROPERTY

8. INDEMNITY OF BUYER

9.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or

9.1.3 the Buyer ceases to trade or ceases to carry on business; or

9.1.4 the Buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Seller accordingly.

9.2 If this clause applies then, without limiting any other right or remedy available to the Buyer, the Seller may:

9.2.1 terminate the Contract and (subject to any rights of the Seller under this clause) retain any money paid by the Buyer; or

9.2.2 if the Products have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

9.3 The Seller shall be under no liability in respect of any defect in any of the Products which is based on a defect in the quality or condition of the Products, or their failure to meet specification, or (where applicable) the supply by the Seller of products for a particular purpose or to perform, any of the Seller’s obligations in relation to the Products, if the delay or failure was due to anything beyond the Seller’s reasonable control.

9.4 Subject as expressly provided in these Terms, and except where the Products are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, representations and conditions on all matters stated or implied by law are excluded to the fullest extent permitted by law.

9.5 Subject to the following provisions, the Seller warrants that the Products will, at the time of delivery, (a) be of the same quality or performance as the standard of products sold by the Seller to the Buyer; (b) be fit for all the purposes for which such products are commonly purchased; and (c) be free from any defect which to the best of the Seller’s knowledge materially affects their quality or performance.

10. ENTIRE LIABILITY OF THE SELLER

11. GENRAL

11.9 No waiver by the Seller of any of the provisions of the Contract shall be construed as a waiver of any subsequent breach of the same or any other provision.

11.10 No provision of these Terms or any other competent authority to be invalid or unenforceable in whole or in part in the case of a party to the extent of the validity of the other provisions of the Contract and the remainder of the Contract shall not be affected by it.
1. **INTERPRETATION**

1.1 The following definitions apply in these Terms:

- **Cygnus**
  Cygnus Instruments Limited (registered in England under number 1699180);

- **Customer**
  the person named on the Repair Quotation for whom Cygnus has agreed to provide the Service in accordance with these Terms;

- **Contract**
  the contract for the provision of the Service;

- **Equipment**
  the equipment which is the subject of the Service;

- **Repair Quotation**
  the repair quotation sheet to which these Terms are appended or as separately supplied to the Customer;

- **Service**
  the equipment repair services to be provided by Cygnus for the Customer as described in the Repair Quotation;

- **Terms**
  the standard terms of repair service set out in this document and (unless the context otherwise requires) includes any special terms agreed in writing between the Supplier and the Customer;

- **Writing**
  and any similar expression includes facsimile transmission, email and comparable forms of communication but not text messages.

1.2 The headings in these Terms are for convenience only and shall not affect their interpretation.

2. **SUPPLY OF THE SERVICE**

2.1 Cygnus shall provide the Service to the Customer subject to these Terms. Any changes or additions to the Service or these Terms must be agreed in Writing by Cygnus and the Customer.

2.2 The Customer shall at its own expense supply Cygnus with all necessary data or other information relating to the Equipment and to any problems or failures in performance which the Customer has experienced with the Equipment to enable Cygnus to carry out the Service. The Customer shall ensure the accuracy of all such data and information. The Customer shall, at its own expense, retain duplicate copies of all such information supplied to Cygnus.

2.3 The Service shall be provided in accordance with the Repair Quotation, subject to these Terms.

2.4 Cygnus may at any time prior to notifying the Customer make any changes to the Service which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Service.

3. **CHARGES**

3.1 Subject to any special terms agreed, the Customer shall pay the price quoted on the Repair Quotation and any additional sums which are agreed between Cygnus and the Customer for the provision of the Service or which, in sole discretion of Cygnus, are required as a result of the Customer’s instructions or lack of instructions, the inaccuracy of any Input Material or any other cause attributable to the Customer.

3.2 All charges quoted to the Customer for the provision of the Service are exclusive of any Value Added Tax, for which the Customer shall be additionally liable at the applicable rate from time to time.

3.3 Cygnus shall be entitled to invoice the Customer for the Service at any time following receipt of confirmation from the Customer of its request or order for the Service, or at other times agreed with the Customer.

3.4 All sums invoiced shall be paid by the Customer (together with any applicable Value Added Tax, and without any set-off or other deduction) in accordance with the invoice terms.

3.5 If payment is not made on the due date, Cygnus shall be entitled, without limiting any other rights it may have, to:

   (a) charge interest on the outstanding amount (both before and after any judgment) at the UK statutory default rate from the due date until the outstanding amount is paid in full; and/or

   (b) retain possession of the Equipment until payment is made in full.

4. **PROPERTY AND RISK**

4.1 During the provision of the Service, Cygnus shall hold the Equipment as the Customer’s bailee only; at no time shall the property in the Equipment pass to Cygnus.

4.2 Risk of damage or loss to the Equipment shall remain with the Customer at all times both during the provision of the Service and while the Equipment is in transit. Accordingly, it remains the Customer’s responsibility to ensure the Equipment against accidental loss or damage.

5. **WARRANTIES AND LIABILITY**

5.1 Cygnus warrants to the Customer that the Service will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Repair Quotation. Where Cygnus supplies in connection with the provision of the Service any goods supplied by a third party, Cygnus does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Customer the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to Cygnus.

5.2 Cygnus shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any information or instructions supplied by the Customer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Customer.

5.3 Except in respect of death or personal injury caused by Cygnus’s negligence, or as expressly provided in these Terms, Cygnus shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Cygnus, its servants or agents or otherwise) which arise out of or in connection with the provision of the Service or their use by the Customer, and the entire liability of Cygnus under or in connection with the Contract shall not exceed the amount of Cygnus’s charges for the provision of the Service, except as expressly provided in these Terms.

5.4 Any date quoted for completion of the Service and/or despatch of the repaired equipment are approximate only and the Supplier shall not be liable for any delay in such despatch. Time for despatch shall not be of the essence of the Contract unless previously agreed in Writing by the Supplier.

5.5 Cygnus shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of Cygnus’s obligations in relation to the Service, if the delay or failure was due to any cause beyond Cygnus’s reasonable control.

6. **TERMINATION**

6.1 No order for the Service which has been accepted by Cygnus may be cancelled by the Customer except with the agreement in Writing of Cygnus, and on such terms as Cygnus may specify.

6.2 Cygnus may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the Customer if the Customer commits any breach of the Contract and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so; if the Customer goes into liquidation, becomes bankrupt, has a receiver appointed, makes a composition or voluntary arrangement with its creditors or enters administration, or a moratorium comes into force in respect of the Customer (within the meaning of the Insolvency Act 1986), or if any insolvency event analogous to the foregoing in any other jurisdiction arises, in relation to the Customer, or if Cygnus reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

7. **GENERAL**

7.1 These Conditions (together with the terms, if any, set out in the Repair Quotation) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in Writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

7.2 A notice required or permitted to be given by either party to the other under these Terms shall be in Writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

7.3 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

7.4 If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

7.5 English law shall apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

---

Cygnus Instruments Ltd • Cygnus House • 30 Prince of Wales Road • Dorchester • Dorset • DT1 1PW • United Kingdom
Tel: +44 (0)1305 265533 • Fax: +44 (0)1305 269960 • Email: sales@cygnus-instruments.com • Web: www.cygnus-instruments.com

VAT No. GB 469 6424 06 Registered in England No. 1699180

CF127 Issue 4 Nov 2018