

Golconda Terms and Conditions of Business

Definitions

You - the Customer, a person or company buying Products from us.

Golconda (us, our) - the Product vendor as identified on your quotation, correspondence, acknowledgement or invoice.

Product - may include instrumentation, control systems, industrial weighers, software/software applications and associated services.

Service - services provided as part of Product supply, or separately. Service includes the provision of installation, calibration, commissioning and repair of Golconda supplied Product and other 3rd Party Products.

3rd Party Products - products sourced and supplied by Golconda.

Application

This Agreement applies to this sale, service and all statements made by Golconda in brochures, price lists, adverts, quotations, on the internet or verbally. Any variations to this Agreement must be confirmed by Golconda in writing. Any other Terms and Conditions are excluded. Placing your order means acceptance of this Agreement.

Quotations/Orders/Contract

Quotations are only valid in writing and during the period that they state. If unstated, the period is 30 days (incl. 3rd Party Products). Orders may be received by writing, internet, telephone, verbally or fax but are only binding when accepted by Golconda. If issued please check the Order Confirmation and notify Golconda of any mistake in writing immediately or the details stated in the Order Confirmation will apply to this Agreement.

Price and Payment Terms

Products and Service Offering prices, tax, shipment, insurance and installation are as shown on your invoice. Changes to exchange rates, duties, insurance, freight and purchase costs (incl. for components and Services) may cause Golconda to adjust prices accordingly. Payment may be made before supply or Service or, if agreed, within 30 days of the invoice date without further notice from Golconda. Payment timing is of the essence. Golconda may suspend deliveries or Service until full payment for that order.

Delivery/Title/Risk

The delivery period in the Quotation or Order Confirmation is approximate. Delivery by instalments may be made. The place of delivery is stated in the Quotation or Order Confirmation. Title to Product passes on full payment and until then you must insure and store our goods separately and you may not modify, pledge or sell them. Golconda may enter the storage premises to repossess the goods. Should you sell them before title passes, you will become Golconda's agent and the proceeds of that sale shall be held on our behalf, separately from your general funds. Golconda may sue for the Price before title passes. If you refuse delivery without Golconda's agreement, you must pay Golconda's expenses or loss resulting from that refusal, including storage costs, until you accept delivery. Risk of the loss of the goods passes to you on delivery.

Acceptance

When you receive Product/Service you must inspect it for any defects or non-conformity within a reasonable period. After this period, you will have accepted Product/Service. If Golconda agrees to the return of Product at its choosing, it must be in its original condition with packaging, a return note and proof of purchase; the return costs may also be payable by you.

Warranty

Unless otherwise stated, Golconda guarantees to you that Golconda-branded Products will be free from defects for 12 months from delivery, or delivery date, whichever is the earlier. Should Product be defective within this period, Golconda will repair or replace Product within a reasonable time. All reasonable care and endeavour shall be used to resolve problems within a realistic period in the circumstances. Golconda manufactures and repairs using components, which are new or equivalent to new in accordance with industry standards and practice. Golconda may revise its limited warranties from time to time but any such change will not affect products ordered by you prior to the date of such change.

Golconda does not give a warranty guarantee protection for:

- damage caused by incorrect installation, use, modifications or repair by any unauthorised 3rd party or yourself;
- damage caused by any party (except Golconda) or other external force;
- fitness for any particular purpose;
- 3rd Party Products, Software and products specified by you. You will receive the warranty or licence for these products directly from their manufacturer or licensor;
- any instruction given by you and correctly performed by Golconda.

Services

Will be provided by Golconda or a nominated sub-contractor. Response times are estimates and may vary according to the remoteness or accessibility of Product location. Service may be provided via telephone or internet where appropriate. You must allow Golconda to examine Product at your or Golconda's premises (at our choosing). Golconda owns any replaced Product or parts resulting from repair and will charge Customer if these are not returned upon request.

Unless stated in Quotation or Order Confirmation, the following are excluded from Service: work outside local working hours, weekends or on public holidays, items excluded from Warranty, changes to configuration, relocation, preventative maintenance, consumables, unnecessary work in Golconda's assessment, transfer of data or Software, viruses.

3rd Party Products will be repaired according to manufacturer or licensor warranty. Serviceable and Consumable Parts (e.g.: cosmetic features, lubricants, etc) may not be serviced within Service Offering time period.

Liability

Golconda accepts liability as covered by its company insurance policies. Copies available on request.

Golconda does not accept liability for 1) indirect or consequential loss, 2) loss of business profits, salary, revenue, savings, 3) damage remedied by Golconda within reasonable time, 4) loss avoidable by you through reasonable conduct, including backing up all data and following Golconda's reasonable advice generally, 5) all items excluded from the Warranty or by Force Majeure.

Software

not owned by Golconda is supplied subject to licence and warranty of the Software licensor. Golconda encloses the Software licence that you require with the Product where necessary; you must comply with that licence.

Export Control

You acknowledge that Product may include technology and Software which is subject to US and EU export control laws and laws of the country where it is delivered or used: you must abide by all these laws. Product may not be sold, leased or transferred to restricted / embargoed end users or countries or for a user involved in weapons of mass destruction or genocide without the prior consent of the US or competent EU government. You understand and acknowledge that US and EU restrictions vary regularly and depending on Product, therefore you must refer to the current US and EU regulations.

Force Majeure

Golconda is not liable for delays in performance (incl. delivery or Service) caused by circumstances beyond its reasonable control and will be entitled to a time extension for performance; examples include strikes, terrorist acts, war, supplier / transport / production problems, exchange fluctuations, governmental or regulatory action and natural disasters.

Confidentiality

Each party must treat all information received from the other marked "confidential" or reasonably obvious to be confidential as it would treat its own confidential information.

Termination

Golconda may terminate this Agreement with immediate written notice if you: 1) fail to pay on time, 2) breach or Golconda suspects you have breached export control laws.

Either party may terminate if the other: 1) commits a material or persistent breach of this Agreement and fails to remedy this within a reasonable period of written notice from the other; or 2) becomes insolvent or is unable to pay debts as they fall due.

Customer Obligations

You are responsible to keep Golconda informed of any details, circumstances or information relating to the successful conclusion of Product supply or Service provision.

You must provide Golconda with all reasonable courtesy, information, cooperation, facilities and access to enable Golconda to perform duties, failing which Golconda shall not be obliged to perform any Service or assistance.

You are responsible for the back up and confidentiality of all data in Product and all of your legal and regulatory requirements.

Data Protection

Your data will be held and/or transferred in strict accordance with the applicable data protection laws and Golconda's data protection registration. You consent to your personal data being transferred to a Golconda company outside of the EEA. You may instruct Golconda not to use your data for direct marketing purposes.

Jurisdiction

English law and the exclusive court jurisdiction of the English courts will apply to this Agreement. The Vienna Convention on Contracts for the International Sale of Goods is excluded.

Miscellaneous

If any part of the Agreement is found to be invalid or unenforceable by a court, the rest is unaffected. Golconda may subcontract, assign or transfer its obligations or rights to a competent third party whether in whole or in part. You may not assign or transfer any of your obligations. All notices must be in writing (by hand, email, fax or 1st class post deemed delivered 48 hours after posting) and sent to a legal officer of either party.

Our company ethos is to provide a professional business, and hope our customers do likewise.