



Edwards Limited
Innovation Drive
Burgess Hill
West Sussex
RH15 9TW

QUOTATION REFERENCE

Quote No: 0020401515_1

Date: 01 March 2017

Dr Bob Watkins
University of Oxford
Department of Physics
Clarendon Laboratory
Parks Road
OXFORD
Oxfordshire
OX1 3PU

External Sales Contact:

Paul Goodall
PAUL.GOODALL@EDWARDSVACUUM.COM

Internal Sales Contact:



Vlastimila Pavlasova
UKSALES@EDWARDSVACUUM.COM
Direct Dial: 08459212223

Tel: 01865 272200

Fax: 01865 272400

RE: Quotation: 20401515, University of Oxford

All amounts quoted in currency GBP

Item No.	Item Description	Qty	Unit List Price	Disc%	Unit Net	Total	Availability	Typical Leadtime
100	D02603000	1.00	323.00	44.30	180.00	180.00	In Stock	1-2 Weeks
	APG100-XLC Active linear Pirani vacuum gauge with corrosion resistant filament. Range 1000 to 10E-4 mbar. With replaceable stainless steel sensor tube with NW16 vacuum flange. Adjustable set-point and LED for status indication.							
200	D40001030	1.00	45.15	55.70	20.00	20.00	In Stock	1-2 Weeks
	3M Cable Assembly For Active Gauges 8 Way Fcc68 Compatible Plug At Both Ends							

Total for goods ex works 200.00
Freight Charges 9.00
Incoterms ZNA Domestic Sale - INCO terms N/A

Total 209.00

Shipment Method Freight Road – Fixed

Longest Typical Lead Time for the items listed above is currently 1-2 Weeks. Current Availability and Typical Lead Time as shown in this quotation are subject to change and will be confirmed when your order is placed.

The quoted prices are valid until 30 May 2017 to ensure that we process your order exactly to the stated prices and terms please refer to our quotation number 0020401515 in any communication with us.

CONDITIONS OF SALE

We would like to draw your attention to the relevant term and conditions relating to Carriage and Packing. Unless otherwise agreed, Carriage and Packing will be charged based on the weight and shipping method chosen. If a carriage and packing charge has been quoted on this document this will be a fixed amount unless details change at time of order. In this circumstance the Carriage and Packing charges may change from those quoted. Please call if you require further information.

This quotation is subject to our standard conditions of sale attached.

Prices are exclusive of sales taxes

Payment Terms: Net 30 days

See your order history online, shop online and get our newsletters by registering at edwardsvacuum.com

Edwards Service Organisation

For any further information regarding Contracts, Field Service, In-house Repairs, Calibration and Technical Advice, please contact us on 0845-921-2223 or e-mail to ukaftersales@edwardsvacuum.com

Vlastimila Pavlasova
Sales Co-ordinator
Tel: 08459212223
Fax: 01293534149
UKSALES@EDWARDSVACUUM.COM

TERMS AND CONDITIONS OF SUPPLY ("Conditions") - MULTIPLE SUPPLIES - UK VERSION

1 SCOPE
1.1 In these Conditions "Supply" means any supply by Supplier to Buyer including the supply of Goods and/or Services, "Buyer" means the party buying Goods or procuring Services and shall include, if the context so permits, its agents or sub contractors, "Supplier" means the Edwards Company named on the Purchase Order, "Purchase Order" means an order placed on Supplier by Buyer, "Goods" means gas products, consumable materials, equipment, equipment components, spare parts, software and other goods and materials which Supplier has agreed to sell to Buyer, "Containers" means containers for Goods comprising packaged gas products and consumable materials (and includes ISOs and other such containers) and "Services" means any services supplied by Supplier to Buyer.
1.2 These Conditions apply to and are deemed to be incorporated in all contracts for Goods and Services and, save where Supplier and Buyer have agreed to specific terms, shall apply to and prevail over all conditions endorsed on, delivered with or contained in Buyer's purchase terms, or any Purchase Order, or other documentation. No modification to these Conditions shall be valid unless in writing and duly signed by a person authorised by Supplier. All Purchase Orders are subject to acceptance by Supplier.
1.3 Once accepted the Purchase Order and these Conditions shall constitute the Contract between Buyer and Supplier.
2 PRICE QUOTATIONS
2.1 Prices quoted for (a) standard Goods and Services remain valid for 30 days unless otherwise specified; and (b) non-standard Goods and Services are estimates and may be increased without notice in the event of increases in Supplier's costs of: (i) transport, labour and materials, (ii) handling of, and compliance with laws and regulations concerning hazardous materials, (iii) handling, delivery and shipping, (iv) energy or fuel, and/or (v) any other cost of Supplier's performance arising between the time of quotation and the time of Supply.
2.2 Prices quoted are exclusive of all applicable taxes, including but not limited to, any value added tax, Federal, state and/or municipal excise, sales and/or use taxes, levies and duties of any nature whatsoever ("Taxes") applicable to the Goods and Services. All Taxes shall be paid by Buyer unless Buyer provides Supplier with an exemption certificate acceptable to the relevant taxing authority.
2.3 Edwards products whose prices are indicated as "web prices" may only be purchased online from www.edwardsvacuum.com. Such web prices are not available through any other channels.

3 INSPECTION AND TESTING
3.1 All Goods are inspected by Supplier before supply to Buyer and tested where appropriate.
3.2 An additional charge will be made for tests or trial runs carried out at Buyer's request. In the event that Buyer does not attend such tests after 14 days' notice Supplier will perform the tests and the Goods will be deemed accepted in Buyer's absence.
4 SUPPLY
4.1 Any cases specified by Supplier for the delivery of Goods and/or the performance of Services are intended to be estimates only. Supplier will use reasonable efforts to supply Goods and Services within the time requested in the Purchase Order and in any event within a reasonable period. Subject to the other provisions of these Conditions, Supplier will not be liable for any losses, costs, damages, charges or expenses caused directly or indirectly by any delay in or failure of delivery of the Goods and/or Services (even if caused by Supplier's negligence) and nor will any delay entitle Buyer to terminate or rescind the Contract unless such delay exceeds 60 days.
4.2 Unless otherwise agreed in writing all shipments shall be made FCA (Incoterms 2000). Supplier's production and/or distribution facilities. Buyer may request other delivery arrangements on terms to be agreed. Risk of damage to or loss of Goods shall pass to Buyer in accordance with the agreed terms and Buyer shall indemnify Supplier against all loss of, or damage to, Goods.
4.3 Buyer will supply Supplier with delivery instructions promptly on notification to Buyer that Goods are ready for shipment. If appropriate delivery instructions, documents, licences or authorisations are not received, or if Buyer requests for a shipment to be postponed for more than 10 days after the date Buyer is notified that the Goods are ready for shipment, Supplier shall be entitled to make arrangements for storage of the Goods at Buyer's risk and expense and to charge Buyer accordingly. In such case, Supplier's obligation to deliver the Goods will be deemed satisfied and Buyer will be responsible for the risk of loss of or damage to, the Goods and for paying the purchase price.
4.4 Buyer agrees to comply with all applicable laws, rules and regulations and to obtain all permits, licences and authorisations or certificates that may be required in connection with its purchase, loan or licensing of Goods. Buyer shall not export or re-export, directly or indirectly, Goods or information pertaining hereto to any country in respect of which an export licence or governmental approval is required without first obtaining such licence or approval. Buyer must obtain, at Buyer's expense, any import licence required for the country into which the Goods are to be imported. Buyer shall attach to all Purchase Orders the necessary information to permit Supplier to commence its work, together with any licence and/or permits and related certificates, which may be necessary.
4.5 Goods will be supplied and paid for as available unless Buyer specifically requests "one consignment". Each shipment shall be considered a separate and independent transaction. Supplier may suspend shipment of any unfilled Contract in the event of any act or omission on the part of Buyer or if Buyer is in material breach of Buyer's obligations under the Contract.
4.6 All Goods and Services supplied in accordance with the Contract will be deemed accepted unless Buyer promptly notifies Supplier in writing that the Goods are not in compliance with the Contract. Any damaged Goods and packaging must be kept for inspection by Supplier.
4.7 Supplier may modify the specification of Goods without notice provided that the modification does not materially affect the performance, form or fit of the affected Goods. Service, installation and commissioning are not included in the purchase price for the Goods.
4.8 Buyer shall be responsible for shipment of any product requiring Services to Supplier. Supplier shall notify Buyer following discovery of any such product as unsuitable for the performance of Services.
5 PAYMENT
5.1 All amounts are stated and payments are to be made in Sterling unless otherwise agreed in writing. If Buyer specifies a different currency, Supplier reserves the right to amend the quoted price by any amount to cover movements in the exchange rate between the relevant currency and Sterling arising between the time of quotation and acceptance of the Purchase Order.
5.2 Full payment without any deduction whatsoever must be made to Supplier within 30 days of the date of invoice unless otherwise agreed in writing. Invoices will normally be issued on the date of delivery of the Goods or completion of the Services. Any invoice disputes must be raised by Buyer within 15 days from date of invoice, or the invoice shall be considered to be accepted by Buyer. Time for payment shall be of the essence.
5.3 Payment shall continue to be required before shipment. If, in Supplier's judgement, Buyer's financial condition does not at any time justify payment terms as previously specified, Supplier may cancel or suspend any default Contract.
5.4 Supplier may require Buyer to furnish Supplier with a confirmed irrevocable letter of credit drawn on a bank acceptable to Supplier.
5.5 Any payment is overdue Supplier shall be entitled, without prejudice to any other right or remedy, to suspend all further deliveries to Buyer without notice and/or to charge interest on any amount overdue at the applicable statutory default interest rate, or if none, at the rate of 10% per annum compounding daily.

6 EXTENSION OF TITLE
6.1 Goods shall remain Supplier's property until Buyer has made full and unconditional payment to Supplier of all sums due to it in respect of the Goods. Buyer's goods the subject of Services by Supplier shall remain Buyer's property at all times unless such are exchanged for Goods when title to Buyer's goods shall pass to Supplier.
6.2 Until payment in full by Buyer, Goods shall be held by Buyer as bailee for Supplier and will be held, unaltered and in good condition (at no cost to Supplier) separately from all other goods of Buyer or any third party in such a way that they remain readily identifiable as Supplier's property.
6.3 If payment becomes overdue, or on the occurrence of any termination event referred to in Condition 12 below, Supplier may, where permitted by law, and after giving notice to Buyer, enter upon any premises in Buyer's control where Supplier reasonably believes Goods to be, or otherwise take action, to recover Goods.
7 INTELLECTUAL PROPERTY
7.1 Supplier shall retain all title, and interest in and to, and possession of, any know how, technical information, drawings, specifications or documents, ideas, concepts, methods, processes, techniques and inventions developed or created by or on behalf of Supplier and supplied by Supplier under any Contract. All such information shall be kept confidential by Buyer and shall not be disclosed to any third party unless and until the same is or becomes public knowledge nor shall any such information be used by Buyer for any purpose other than for the purpose of using any Goods supplied under the Contract without Supplier's prior written consent.
7.2 Ownership is retained by Supplier of any patent, copyright, trade secret, design right or other intellectual property right in or relating to the Goods and Buyer shall acquire no rights in or over such intellectual property rights save as expressly set out herein including, but not limited to, any technical information, know how, drawings and specifications supplied by Supplier or relating to the Goods.
7.3 Supplier's trademarks and names and those of its associated companies shall not be used otherwise than as applied by Supplier to Goods, Services or associated documentation.

8 WARRANTY
8.1 In respect of supply of Goods comprising equipment and related components, spares and parts:
8.2 Supplier hereby undertakes to repair or replace at Supplier's option, or to arrange repair or replacement by Supplier's representative of, any Goods supplied to Buyer if a defect in materials or workmanship arises under conditions of normal and proper use and maintenance (fair wear and tear, and consumables excepted) provided that (i) the Goods were purchased and used for a purpose for which they were suitable, (ii) were operated and maintained in accordance with the operating instructions, (iii) unless otherwise agreed by Supplier, in writing, the defect occurs within twelve months from the date of shipment of the Goods and (iv) Condition 8.4 is satisfied.
8.3 Any repaired or replaced Goods will continue to be warranted for the unexpired period of the warranty referred to in Condition 8.1 A above.
8.4 Supplier may charge Buyer for the cost of shipping Goods to and from a Supplier service centre if the Goods to be repaired or replaced are located in a country in which Supplier does not have a service centre.
8.5 In respect of supply of Services:
8.6 A Services shall be performed in a workmanlike manner using reasonable skill and care and in accordance with Supplier's service policy and practice. Unless otherwise agreed in advance, Supplier shall provide such Services, including repair and replacement as are in Supplier's reasonable opinion necessary in order to provide the Service.
8.7 If subsequent to the performance of Services failure or breakdown (fair wear and tear and consumables excepted) occurs (b) during the warranty period notified to Buyer at the time the Services are performed (or if no such period is notified to Buyer, and unless otherwise agreed, within 90 days of the date that the Services are completed); (b) during normal usage; and (c) shown by Buyer to Supplier's reasonable satisfaction (after a reasonable opportunity for Supplier to inspect the allegedly defective Services and to review documentation pertinent to the failure or breakdown) to have been caused by Supplier's failure to perform the Services in accordance with this Condition: Supplier, at its option, shall correct or re-perform the Service or replace the serviced product or refund the cost of the Services, provided that: (i) the failure or breakdown was not caused, or contributed to, by Buyer's act or omission, breach of contract, negligence, process reactions, excessive process build ups or accidents or by Buyer's failure to observe Supplier's recommended maintenance schedules and activities; and (ii) Condition 8.4 is satisfied.
8.8 C (or if no such period is notified to Buyer, and unless otherwise agreed, within 90 days of the date that the Services are completed); (b) during normal usage; and (c) shown by Buyer to Supplier's reasonable satisfaction (after a reasonable opportunity for Supplier to inspect the allegedly defective Services and to review documentation pertinent to the failure or breakdown) to have been caused by Supplier's failure to perform the Services in accordance with this Condition: Supplier, at its option, shall correct or re-perform the Service or replace the serviced product or refund the cost of the Services, provided that: (i) the failure or breakdown was not caused, or contributed to, by Buyer's act or omission, breach of contract, negligence, process reactions, excessive process build ups or accidents or by Buyer's failure to observe Supplier's recommended maintenance schedules and activities; and (ii) Condition 8.4 is satisfied.
8.9 Except as expressly warranted above, Services are provided "as is" and Buyer assumes the entire risk as to the results of the Services. Nothing stated in these Conditions implies that the operation of any serviced product will be uninterrupted or error free or that errors will be corrected. Other written or oral statements by Supplier, its representatives, or others do not constitute warranties of Supplier.

8.3 The following provisions must be satisfied in respect of all claims under Conditions 8.1 and 8.2. a) the claim must first be notified promptly in writing to Supplier; b) the Goods or any serviced product must not have been repaired or modified by anyone other than Supplier or at Supplier's direction; c) in the case of equipment and related components, spares and parts not of Supplier's own manufacture, unless otherwise required by law, Supplier's responsibility shall be limited to passing on to Buyer the benefit of any guarantee or warranty given to Supplier by the manufacturer of such Goods or part; d) in the case of a replacement, Buyer returns at its cost the defective Goods to Supplier within 10 days of delivery of the replacement Goods by Supplier; e) the defect does not arise from Buyer's specification or instructions; and g) Buyer has paid the purchase price in full or paid in accordance with agreed payment schedule.
8.4 Supplier may satisfy Supplier's liability under this Condition 8 by reducing the purchase price or refunding the purchase price and retaining the Goods or issuing a credit note.
8.5 Except as expressly warranted above, all warranties, conditions and other terms implied by statute or common law (save for the conditions implied as to title by Section 12 of the Sale of Goods Act 1979) are to the fullest extent permitted by law, excluded.
9 LIABILITY AND INDEMNIFICATION
9.1 Subject to Condition 8, the following provisions set out the entire liability of Supplier (including any liability for the acts or omissions of its employees, agents, or subcontractors) to Buyer in respect of: a) any breach of these Conditions; or (b) any representation, statement or tortious act or omission, including negligence, arising under or in connection with these Conditions.
9.2 Nothing in these Conditions excludes or limits the liability of Supplier for: (i) death or personal injury caused by Supplier's negligence or (ii) fraudulent misrepresentation; or (iii) physical damage to property to the extent that it results from breach of Contract or Supplier's negligence in connection with the performance of the Contract, subject to an overall limit of the amount recovered by Supplier from Buyer under the Contract.
9.3 Subject to Conditions 8.5 and 8.2, (a) Supplier shall have no liability in contract; (ii) tort (including negligence or breach of statutory duty); (iii) misrepresentation; (iv) restitution or otherwise arising in connection with the performance or contemplated performance of these Conditions; and (b) Supplier shall not be liable to Buyer for: (i) personal injury (so far as not caused by Supplier's negligence); (ii) damage to tangible property (so far as not caused by Supplier's negligence); (iii) pure economic loss; (iv) loss of profit; (v) loss of business; (vi) depletion of good will or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with these Conditions.
9.4 No action or suit shall be brought by Buyer against Supplier for damages arising out of the purchase, manufacture, use, delivery (including late delivery), or transportation of Goods, whether such suit or action is for breach of contract, breach of warranty, tort or otherwise, unless such action is commenced within one year after the cause of action has accrued. No suit, action or claim shall be made or filed against Supplier by Buyer unless Buyer has paid at the time the claim is made, or the suit or action is filed, the entire purchase price or all instalments thereof, in strict accordance with the terms of these Conditions, and failure to make such payment shall be an absolute defence to any such suit, action or claim. If Buyer fails to perform any of its obligations pursuant to these Conditions, Buyer shall pay Supplier all costs and expenses incurred by Supplier, including all attorney's fees, in enforcing Supplier's rights relating to such obligation, whether by formal proceedings or otherwise, in addition to any other remedy available to Supplier.
9.5 Subject to Conditions 8.5, 8.2 and 9.3 Buyer will indemnify and keep indemnified Supplier from and against any costs, claims, demands, liabilities, damages or losses and all interest, penalties and legal and other professional costs and expenses arising out of or in connection with Buyer's use of Goods or Buyer supplying Goods to any party who is not a party to these Conditions and the Goods' subsequent use. This indemnity shall cover (but is not limited to) Supplier's liability to third parties arising out of the use or sale of the Goods, except to the extent caused by Supplier's negligence.
10 FORCE MAJEURE
10.1 Neither Buyer nor Supplier shall be liable for failures in performance, including delay or non-shipment, resulting from acts or events beyond its reasonable control.
10.2 In the event of such delay, the date of shipment or performance shall, at the request of Supplier, be deferred for a period equal to the time lost by reason of the delay and otherwise for a reasonable time.
11 CANCELLATION
11.1 No Contract may be cancelled or altered by Buyer except with Supplier's written agreement and upon terms and conditions acceptable to Supplier.
11.2 Unless otherwise agreed in writing, should Buyer cancel any Contract, Buyer shall be liable for the cost of all work done and materials purchased or provided up to the time of cancellation plus a charge for overhead and loss of profit. If Goods have been shipped to Buyer, Buyer shall return the Goods promptly, at Buyer's expense, to Supplier in the same condition as shipped.
12 TERMINATION
12.1 If Buyer commits any act of bankruptcy or, being a company, has a receiver appointed or an administration order made against it or goes into liquidation or if a similar event occurs under applicable insolvency laws (except for the purpose of reconstruction or amalgamation) then all sums due to Supplier under the Contract shall immediately become due and payable and Supplier may, notwithstanding any previous waiver, terminate the Contract forthwith by written notice.
12.2 Supplier may terminate the Contract with immediate effect in the event of a failure by Buyer to comply with any material provision of these Conditions if the failure continues for more than 14 days after Buyer has been given written notice of such failure.
12.3 Termination shall be without prejudice to any prior right of either party.

13 MISCELLANEOUS
13.1 Buyer may neither assign nor transfer any or all of its rights under the Contract without the prior written consent of Supplier.
13.2 Save as expressly provided to the term or provision of these Conditions shall be enforceable by a third party (being any person other than the parties and their permitted successors and assignees).
13.3 No waiver by either party of any breach of any of these Conditions by the other party shall be deemed to constitute a waiver of any other breach nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy hereunder operate as a waiver thereof. A waiver given by a party hereunder shall be binding upon such party only if in writing and signed by such party.
13.4 All drawings, descriptive matter, technical specifications, capacities, performance rates, descriptions and other particulars given in respect of Goods (whether in catalogues or advertisements or accompanying or referred to in the Contract) are stated by Supplier in good faith based on Supplier's experience as being correct within acceptable tolerances but are not binding in detail and do not form part of the Contract unless specifically stated to do so. Unless agreed otherwise in writing, it is Buyer's responsibility to ensure that Goods are sufficient and suitable for Buyer's purposes.
13.5 Buyer hereby acknowledges that relevant safety and training literature relating to the Goods and Services will be supplied by Supplier to Buyer free of charge and may be photocopied by Buyer as required. Buyer shall be fully responsible for the implementation of the contents of all safety and training literature provided by Supplier. Buyer shall ensure persons who use, maintain or otherwise handle Goods or receive Services receive adequate safety and training literature.
13.6 Notwithstanding anything to the contrary in these Conditions, Supplier's maximum liability under or in respect of the Contract (subject to applicable law in the case of death or personal injury caused by Supplier's negligence or fraudulent misrepresentation) shall be subject to an overall limit of the amount recovered by Supplier from Buyer under the Contract.
13.7 All environments at Buyer's premises and all Goods returned to Supplier must be free from risks to health and safety (save to the extent notified to Supplier in writing and specifically accepted by Supplier). Supplier may decline, without penalty, to provide Services or work in any environment in which, in Supplier's opinion, the risks to health and safety are not managed by Buyer in a manner satisfactory to Supplier. Buyer shall afford Supplier the opportunity to conduct a risk assessment to assess such risks.

14 GOVERNING LAW AND DISPUTE RESOLUTION
14.1 The Contract shall be governed by and construed in accordance with the laws of England and Wales.
14.2 Buyer and Supplier agree that the courts of England and Wales shall have the exclusive jurisdiction to settle any disputes, which may arise in connection with the Contract.
14.3 Supplier shall have the option to bring suit before the Courts of the domicile of Buyer in the claim is for or related to payments due from Buyer.