

17m9/024/2267/11

Quotation



7.4.83

PRINCIPAL, SOMAFCO
PRIVATE BAG
MAZIMBU P O
MOROGORO
TANZANIA

Head Office
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Ealing Road Wembley
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↗ Griflo g

Your reference **Telex**

Our reference **LAB/CP/
Q.108364/437**

Dated **6.4.1983**

Dated **7 April 1983**

We thank you for your enquiry and submit our offer, subject to the conditions of sale overleaf. We hope this meets with your approval and look forward to receiving your order.

SUMMARY OF PRICES: (detailed on attached schedules)

PHYSICS 'O' LEVEL FOR 36 STUDENTS PER CLASS

TOTAL VALUE FOB U.K. Port **£21,611.76**
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DISCOUNT = 5%
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VALIDITY OF PRICES: Prices quoted are **FOB** and valid for **90 days** from **7.4.1983**
and thereafter we reserve the right to renegotiate this offer.

ESTIMATED DELIVERY: Available for shipment 14 weeks from receipt of Irrevocable Letter of Credit.

PAYMENT TERMS:

IF PAYMENT BY LETTER OF CREDIT: It must be irrevocable and be confirmed by a first class bank in London.

It must be valid for a period sufficient to allow for actual shipment and subsequent documentation and in this instance the validity should be for 5 months. Please note that the validity requested is for completion and part shipments, where possible, will be made as soon as practical after receipt of the letter of credit. It must be claused 'Partial shipments permitted' and that all bank charges are for the openers account. It should permit despatch by either sea or air, as appropriate from any U.K. or European port/any U.K. Airport. Where chemicals or reagents are involved it should be claused 'On deck or special stowage allowed'.

Signed **C. Patel** Title **Quotations Manager.**
For and on behalf of Griffin & George

Fisons plc Scientific Equipment Division
Registered office
Fison House Princes St. Ipswich IP1 1QH
Registered in England No. 44687

CONDITIONS OF SALE

REF 7701

SECTION 1: Applicable to ALL orders

- 1.1 ACCEPTANCE** We contract and do business solely upon the following conditions notwithstanding anything to the contrary contained or purported to be contained in any document or oral statement made by the party contracting with us and no variation or alteration of these conditions shall be of any effect unless expressly agreed to in writing by us.
- 1.2 PRICES** All quoted and printed prices for goods are ex warehouse unless expressly specified to the contrary and are subject to alteration without notice. We reserve the right to invoice goods at our prices and at the VAT rates ruling at the date of despatch.
- 1.3 QUANTITY RATES** Many goods are listed both as singles and as quantity packs in order to offer a price advantage in favour of orders for the larger pack quantities. Pack prices apply only to one or more complete packs.
- 1.4 QUOTATIONS AND INVOICES** All quotations are subject to confirmation by us, and we reserve the right to correct any accidental errors or omissions on quotations or invoices. Where all factors governing the price of the goods are under our direct control we will, unless otherwise stated, hold quoted prices firm if an order is received within 30 days from the date of the quotation.
- 1.5 DELIVERY** While every effort is made to adhere to delivery dates, lateness or failure in delivery shall not entitle the purchaser to cancel any contract or hold up any payment. We shall not be under any liability for any loss, injury or damage caused by or consequent upon any delay in delivery or non-delivery from any cause whatsoever. In particular deliveries offered ex stock are subject to the goods being unsold at the time of receipt of the purchaser's order.
- 1.6 AMENDMENTS OR CANCELLATIONS** While every effort will be made to meet the purchaser's individual requirements, we shall be under no obligation to accept amendments or cancellation of an order or any part thereof.
- 1.7 WARRANTY AND RESPONSIBILITY** Subject to the due observance of any installation, user, storage, operating or maintenance instructions, we warrant that any goods or parts of goods of our own manufacture returned to us, carriage paid, within 12 months of the date of despatch by us, accompanied by detailed particulars of the alleged defects, and proved to our satisfaction to be defective by reason only of our use of defective materials or by reason only of defective workmanship, will be replaced by us under the same conditions as the original goods or at our option repaired and in either case free of charge to the purchaser. In the case of goods or parts not manufactured by us we will pass on to the customer the benefit of any guarantee or warranty received by us from the manufacturer in respect thereof in so far as such guarantee or warranty shall be capable of assignment. Any expense we may incur in enforcing such guarantee or warranty shall be for the account of the purchaser. This condition excludes every warranty, condition or liability not herein expressly set out and all liability for every form of consequential damage or loss and damage or loss caused by the act or neglect of us our servants or agents is hereby expressly excluded, provided that this condition shall only exclude or restrict the liability and remedy mentioned in Section 3 of the Misrepresentation Act 1967 to the extent therein mentioned. Users are warned to test and examine goods and/or to exercise special care in cases where the use and/or storage of the goods involves danger to person and/or property.
- 1.8 REPAIRS** We are not responsible for damage occurring in transit to goods sent to us for repair or examination, nor for incidental damage to glass apparatus and delicate instruments in the course of repair howsoever caused. In the event of no order being placed we may charge for time involved in the preliminary examination and the reassembly of any article. Goods returned for repair should be sent carriage paid, and be clearly labelled with the sender's name and address, and at the same time a letter should be sent detailing the work required.
- 1.9 DRAWINGS AND SKETCHES** We reserve the right to charge for the preparation of drawings or sketches prepared either for the submission of quotations or in the execution of orders. All such materials remain our property.
- 1.10 CATALOGUES ETC.** Illustrations and descriptions of goods in our catalogues and other literature are believed to be correct at the time of going to press. Designs and sources of supply are, however, subject to alteration without notice and the right is reserved to fulfil orders by goods of the altered design or new source of supply. The contents and arrangements of all catalogues and other literature published by us are protected by copyright and may not be reproduced or used in whole or in part without our written permission.
- 1.11 EXPORT** To conform with existing distributorship arrangements (if any) in overseas territories, trade houses may not, without our written consent, export goods purchased from us, but such consent will be granted in any case where the purchaser satisfies us that its customer is purchasing for use in a Member State of the European Common Market and that customers' orders were not directly or indirectly solicited by the purchaser.
- 1.12 LAW OF CONTRACT** The contract shall in all respects be construed and take effect in accordance with the laws of England.

SECTION 2: Applicable in addition to Section 1 to orders for delivery IN THE UNITED KINGDOM

- 2.1 TERMS OF PAYMENT** Prices are strictly net for prompt monthly payment and no deductions can be allowed. We retain the right to suspend deliveries or cancel any contract if the amount outstanding under this and/or any other contract of the purchaser is in excess of the credit we are willing to allow. Either a remittance or two approved trade references and a banker's reference should accompany orders from purchasers who have no previous account. Delivery against such orders will be effected after the references have been cleared by us and a credit limit established in the new purchaser's name.
- 2.2 CASES AND CONTAINERS** Cases and other containers where chargeable will be invoiced to purchasers and will subsequently be credited if returned in good condition and carriage paid to our warehouse within 30 days from receipt. Charges for cases or containers must not be deducted from our account unless and until a credit note for them has been issued in respect of the deduction. No credit note will be issued unless the case(s) and/or container(s) is/are received by us in a satisfactory condition for further service.
- 2.3 CARRIAGE** Unless otherwise agreed and stated in writing in respect of individual transactions, we reserve the right to make a charge for carriage irrespective of the mode of delivery. When a carriage charge is made, it will be shown on the invoice. When despatched by road or other common carrier, corrosive acids, ammonia, explosives, flammable and other chemicals included in the Railways 'Classification of Dangerous Goods' are carried under special conditions and are forwarded at the risk and charge of the consignee.
- 2.4 DAMAGE AND/OR LOSS IN TRANSIT AND INSURANCE** No claims shall be made on us for breakage, loss or damage in transit, except where goods are conveyed by our own motor transport. Where goods are not conveyed by our own transport all goods shall be at the risk of the purchaser or its consignee from the time they leave our premises or those of our

agents. Both the carriers concerned and ourselves must be advised in writing of shortages, errors, breakages, loss or damage within three days of receipt of goods and of non-delivery within 14 days from date of advice of despatch. Any claim for shortages, errors or breakages, loss or damage in transit by our own transport must be so notified to us in writing within three days of receipt of the goods and any claim for non-delivery by our own transport must be so notified within 14 days from the date of advice of despatch. In the event of no such notification being received by us the goods shall be deemed to have been delivered complete and in compliance with the contract requirements. If requested by the purchaser or considered necessary by us we will effect insurance against transit risks at the cost of the purchaser. We shall not be liable for failure to insure unless insurance was requested by the purchaser. If we effect insurance we shall be under no liability to take proceedings for recovery of any loss or damage and if we do claim as agents for the purchaser our responsibility shall be limited to accounting for any amount received by us and we may deduct any reasonable expenses incurred by us.

- 2.5 POISONS** The sale of poisons is regulated by The Poisons Act 1972, The Poisons List and The Poison Rules. We supply poisons only to persons requiring them for use in scientific education or research and to authorised users and sellers. For the purchase of all poisons a written order on purchaser's official order form is required but excluding any conditions inconsistent herewith, signed by the purchaser, stating his name, address, trade, business or profession and the purpose for which the poison is required. Poisons listed in the First Schedule to The Poison Rules are clearly indicated as such in the chemical specifications. Poisons will be supplied only for invoicing against accredited accounts and will in no circumstances be supplied on cash sale.

SECTION 3: Applicable in addition to Section 1 to orders for delivery OUTSIDE THE UNITED KINGDOM

- 3.1 ORDERS** When placing orders the following information must be given:
- (a) shipping marks, route and preferred method of despatch
 - (b) limits, if any, as to weight and size of packages
 - (c) all information necessary to make consular declarations
 - (d) the number and date of expiry of a valid import licence, if applicable.
- We advise purchasers to leave packing details to our discretion.
- 3.2 CHARGES**
- (a) All cases and other containers, packaging costs, delivery to docks and airports, dock and airport dues, port rates and Customs entry, freight, insurance, agency fees and other charges which may be incurred are chargeable to the purchaser unless expressly specified by us to the contrary. Cases and other containers are not returnable.
 - (b) Quotations or proforma invoices submitted on an FOB basis are, unless otherwise specified, for delivery to London docks or London airport and include dock or airport charges. Deliveries to docks or airports other than London may be charged extra.
 - (c) Quotations or proforma invoices submitted on a C & F basis are for delivery to London docks or London airport and include in addition to FOB charges, despatch charges which include Customs entry, Bills of Lading and agency fees. Freight costs to the designated port or airport of destination will also be included.
 - (d) Quotations or proforma invoices submitted on a CIF basis will include all costs as for C & F offers plus insurance of the goods to the designated port or airport of destination.
- Charges for any other special documentation requirement including Certificates of Origin and Consular invoices will be extra unless specifically stated by us to the contrary.
- 3.3 TERMS OF PAYMENT**
- (a) Orders from purchasers in the United Kingdom. Prices are strictly nett for prompt monthly payment and no deductions can be allowed. Either a remittance or two approved trade references and a bankers reference should accompany orders from purchasers who have no previous account.
 - (b) Orders from purchasers outside the United Kingdom. Unless other arrangements are agreed and made in writing in approved cases, payment shall be by an irrevocable Letter of Credit confirmed by a London bank. When an order is for a large number of items, the Letter of Credit should allow for part payments and shipments. All expenses in respect of such payment must be discharged by the purchaser.
- 3.4 DELIVERY** When we state a delivery time on our quotation, proforma invoice, acknowledgment of order, etc, it is to be understood that this is the time we estimate within which we can have the goods ready packed for shipment (please refer to Condition 1.5). Where the order requests us to apply for shipping instructions, instructions for delivery must be furnished to us within 30 days from the date of our application. We cannot accept any responsibility for delays in despatch caused through non-availability of shipping space or any other cause beyond our control.
- 3.5 DAMAGE AND/OR LOSS IN TRANSIT AND INSURANCE**
- (a) We accept no liability for breakage, loss or damage in transit, and all goods shall be at the risk of the purchaser or its consignee from the time they leave our premises or those of our agents.
 - (b) Unless we are specifically instructed otherwise goods will be insured for the CIF value plus 25% against 'ALL RISKS' in the terms of the Institute Cargo Clauses (All Risks) but excluding breakage and including war, strike, riots, civil commotions and malicious damage (Institute Clauses) and the cost of such insurance will be charged to the purchaser's account. We can accept no responsibility for goods shipped uninsured at the purchaser's request.
 - (c) Claims against insurance effected by us under our policy(ies) up to a value of £20 may not necessitate survey by a marine assessor. In the event of loss or damage resulting in a claim which may exceed £20 immediate notice should be given to the insurer's agent at the port or place where the loss or damage is discovered, and to us. Purchasers' attention is drawn to the clauses on the Certificates of Insurance referring to documentation of claims and liabilities of our carriers, bailees or other third parties. Claims will be settled abroad by the nearest insurer's agent unless we are specifically instructed to claim in London. In such cases we will, if requested, supply under the same conditions as the original goods free replacements to the value, at the CIF prices and costs ruling at the date of despatch of the replacement, of the amount received from the insurers less reasonable charges for negotiating a claim, but we will be under no further liability other than that of accounting for any ultimate balance of the insurance money so received. Where, at purchaser's request, insurance arrangements have been made other than for cover under our policy(ies) we shall not be obliged to claim in respect of damage or loss.
- 3.6 SHORTAGES OR ERRORS** No claims in respect of shortages or errors can be entertained unless notification in writing together with a copy of the carrier's delivery note is despatched to us within three days of the receipt of the goods by the purchaser or consignee.