

Articulate Instruments Limited - Contract of sale and purchase (version 2.1 12/2025)

In these Terms and Conditions "Company" means Articulate Instruments Limited, and "Customer" means the person or Company that purchases the goods. "Goods" means the goods and services specified in the Company's invoice. These terms and conditions apply to all contracts for the sale of Goods to, or provision of work for, the Customer to the exclusion of any terms and conditions specified by the Customer.

1. All prices are quoted in pounds sterling (£UK)
2. All prices exclude packing & carriage.
3. For sales destinations within UK, prices are subject to VAT at the prevailing rate and exclude delivery and installation within the mainland.
4. For export sales, prices are ex-works. Prices exclude insurance, delivery, taxes, duties and installation.
5. For export sales, payment is due in advance, by direct wire transfer to our bank, or by irrevocable letter of credit, confirmed through an UK bank, at sight of shipping documents unless otherwise stated in writing by the Company.
6. For sales destination within the UK, payment is due on receipt of invoice.
7. Goods remain the property of the Company until full payment has been received.
8. Responsibility for the safe keeping of the goods passes to the customer at the point of despatch by the Company.
9. Credit limits may be given to approved accounts at the discretion of the Company but the Company may require both bank and trade references. At its sole discretion the Company may cancel or amend a credit limit previously granted.
10. Terms of payment are strictly net, and payable 30 days from the date of the Company's invoice. The Company, at its discretion, reserves the right to implement charges (including interest charges) on accounts outstanding beyond the credit terms. A surcharge of 5% of the value of the goods ordered may be implemented if the payment due remains outstanding for a period of greater than 30 days after the date of the Company's invoice. The rate of interest charged shall be 4% above HSBC plc base rate.
11. Goods supplied by the Company are covered by a minimum 12-month parts and labour warranty. For export sales via distributors, labour costs are the distributor's responsibility. Exported equipment may be returned to the Company if necessary during the warranty period at the distributor's cost.
12. Any unauthorised changes, modifications or use of the products will void warranty and the Company's liability.
13. All equipment must be used in accordance with instructions provided in the Operator Manuals. Operator Manuals will be supplied in English unless otherwise specified.
14. All prices quoted in brochures or catalogues are subject to confirmation at time of order and are exclusive of VAT, which will be chargeable in accordance with current legislation at the date of supply.
15. Title in all the Goods supplied by the Company shall remain vested in the Company until the Company has received full payment in respect thereof. Risk in the Goods supplied passes to the Customer on despatch.
16. The Company warrants to the Customer only that any Goods supplied by it, function in accordance with any specification provided in documentation accompanying the Goods, provided the Goods have been used strictly in accordance with the Company's instructions, and, without prejudice to the generality of the foregoing, have been used correctly in accordance with a designated computer operating system.
17. All software products are licensed (not sold) in accordance with the terms and expressed in the documentation included with the Goods.
18. Save as herein provided, all representations, conditions, warranties or other terms expressed or implied or whether statutory or otherwise are hereby expressly excluded. Under no circumstances shall the Company be liable to the Customer or to third parties for loss (including, but not limited to, profit or data) damage or injury howsoever arising. In any event, the total liability the Company shall have to the Customer shall not exceed the value of the Goods covered by the invoice.
19. The warranties in this clause in no way invalidate any statutory right of the Customer.
20. The failure by the Company at any time or for any period to enforce any one or more of these Terms and Conditions shall not be a waiver of them or a waiver of the right to enforce such Terms and Conditions on a future occasion.
21. The Company shall not be liable for any consequential or indirect loss suffered by the Customer whether this loss arises from breach of duty in contract, tort or misrepresentation or in any other way (including loss arising from the Company's negligence). Non-exhaustive illustrations of consequential or indirect loss include loss of profits, loss of contracts, damage to the property of the Customer or anyone else and personal injury to the Customer or anyone else (except so far as such injury is attributable to the Company's negligence).
22. The Company's total liability for all claims in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise arising out of any one Contract shall not exceed the Contract price.
23. Each of the above Terms and Conditions shall be read and construed independently of each other so that if one more is held to be invalid as an unreasonable restraint of trade, or for any other reason whatsoever, then the remaining Terms and Conditions shall be valid to the extent they are not held to be so invalid. Further, in the event that any Term and Condition shall be found void but will be valid if some part thereof were deleted then such modification as may be necessary to make it valid and effective.
24. The Customer is reminded that software programs are licensed and not sold and any licence granted is personal to the licensee. The Customer has no right of sale, lease, rent, or hire of a software program to a third party unless the Company's prior and written permission has been obtained.
25. The Company shall not be responsible for any failure to perform its obligations hereunder due to circumstances beyond its control.
26. The contact between the Company and the customer shall be governed by and construed in accordance with the laws of Scotland.
27. Products are under no circumstances sold on a sale or return basis. Should you wish to return a product (at your own expense) and the Company at its absolute discretion may agree to such, a 20% handling charge plus VAT will be levied. Such products must still be in the original packaging, unopened, the relevant credit will be raised within 30 days and refunded via the original payment method.