

CONDITIONS OF SALE

Except where otherwise expressly and in writing agreed to by Guymark UK Ltd, every quotation, receipt, invoice, price list or other similar documentation, issued by Guymark UK Ltd, and all sales and supplies made by Guymark UK Ltd to any and all Purchasers, are on the following terms and conditions:

OFFER

1. All prices and estimates quoted constitute an offer and remain valid for thirty (30) days, unless otherwise specified or agreed to in writing.
2. Except where the contrary is stated, all quotations or estimates shall exclude the cost of postage or delivery.
3. All orders are accepted on the understanding that goods will be invoiced at the price ruling at the date of despatch and are subject to the rate of value added tax applicable at the date of despatch of order, where appropriate.

PAYMENT

4. Payment in full shall be made no later than 30 days after invoice date. All prices are net and no settlement discount is allowed except where expressly agreed to in writing by Guymark UK Ltd.
5. Any accounts unpaid when due shall carry interest at two per cent (2%) per month until paid in full.
6. Guymark UK Ltd reserves the right to withhold or suspend delivery of goods to a Purchaser if any account has not been paid when due by the Purchaser.

SALE AND PURCHASE

7. Goods are only supplied on a definite sale and purchase basis. Guymark UK Ltd will not, except where otherwise expressly agreed to in writing, supply goods on sale or return basis.

EXCHANGE OF GOODS, CANCELLATIONS AND RETURNS

8. Items incorrectly ordered and/or received may be returned within fourteen (14) days of receiving them for a refund or exchange.
9. Prior to returning items you must contact Guymark UK Ltd for a returns number and download a returns form from our website, which must then be completed and included with the returned goods.
10. Goods must be returned and received within fourteen (14) days of the date the return is authorised.
11. All goods are to be returned at the buyer's expense, unless otherwise agreed.
12. Once the item is received the buyer will be issued a refund within seven (7) days, unless goods are to be exchanged.
13. Guymark UK Ltd may charge a restocking fee on returned items; this may be significantly more if goods are returned in an unsalable condition. Bespoke items cannot be refunded.

DELIVERY

14. The Purchaser must supply a delivery address, with post code, when ordering goods. No post office box addresses can be accepted.
15. Guymark UK Ltd will seek to deliver the goods ordered by the Purchaser within the time requested by the Purchaser. However, such time shall form no part of the contract and Guymark UK Ltd shall not be liable for any losses alleged by the Purchaser to have been incurred directly or indirectly as a consequence of any late delivery of goods, or inability to supply the goods ordered.
16. Any claim for non-delivery of goods must be made to Guymark UK Ltd within seven (7) days of receipt of the invoice for such goods.

RECEIPT OF DAMAGED OR DEFECTIVE GOODS

17. Any claims for damage caused to the goods prior to delivery to the Purchaser, or goods received in a defective condition, must be advised to Guymark UK Ltd within seven (7) days of the goods being delivered. Guymark UK Ltd will arrange for the goods to be exchanged in the unlikely event this occurs.

TRANSFER OF OWNERSHIP

18. Property in the goods sold to a Purchaser shall remain vested in Guymark UK Ltd, and shall be held by such Purchaser as bailee for Guymark UK Ltd, until all moneys owed by the Purchaser to Guymark UK Ltd on account have been paid in full.

19. In the event of failure of the Purchaser to pay for the goods within the time specified in Clause 4 hereof. Guymark UK Ltd may require the purchaser to, and the Purchaser shall forthwith, deliver up the goods to Guymark UK Ltd at the cost and expense of the Purchaser.

20. In pursuance of its rights as the owner of the goods, Guymark UK Ltd may repossess any goods in which the property has not passed. In this respect Guymark UK Ltd may enter on any premises of the Purchaser for the purpose of such repossession.

TRANSFER OF RISK

21. Risk in the goods passes to the Purchaser immediately upon and at the place of delivery and not at the same time as property in the goods passes.

NO-RUSSIA CLAUSE

22. The Purchaser shall not sell, export or re-export any goods supplied to it by Guymark UK Ltd, directly or indirectly, (i) to the Russian Federation, (ii) for end-use in the Russian Federation, or (iii) to a third party in violation of sanctions laws, rules or regulation enacted or issued by the United Nations, the European Union or the United States. The Purchaser shall ensure the purpose of this clause (November 2024) is not frustrated by any third parties further down the commercial chain.
23. Any violation of this clause (November 2024) shall be considered a material breach of the agreement between the Purchaser and Guymark UK Ltd, and Guymark UK Ltd shall be entitled to terminate the agreement as well as any other agreements between Guymark UK Ltd and the Purchaser (or their respective affiliates) with immediate effect without any right for compensation for the Purchaser (or its affiliates).

WARRANTIES

24. LIMITATION OF LIABILITY Guymark UK Ltd warrants material and craftsmanship to be free from defects as stated in our standard Warranty. Our sole responsibility in fulfilling the Warranty shall be to repair or replace any goods which do not conform to said Warranty. All carriage charges to and from Guymark UK Ltd in this respect are to be borne by the Purchaser.
 25. Guymark UK Ltd make no warranty with respect to goods if persons other than ourselves have performed any repair work on, or made any alterations to, the goods as originally supplied by Guymark UK Ltd.
- THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- Guymark UK Ltd shall not be responsible for any indirect, incidental or consequential damages arising from any breach of warranty. No person has the authority to bind us to any affirmation, representation or warranty except as specifically included in these written terms and conditions.

LIMITED LIABILITY

26. No warranty is given as to the capacity of the goods, except where otherwise expressly agreed in writing.

EXTENDED WARRANTY TERMS & CONDITIONS

27. Extended warranties must be purchased within 90 days of the invoice date for the purchase of the goods.
28. Parts, labour and calibration costs will be covered with the following exceptions: externally connected accessories, bulbs, batteries, misuse, physical damage, fair wear and tear.
29. The instrument must be calibrated by Guymark UK Ltd within the eleventh month following the original date of despatch. Thereafter, the instrument must be calibrated no later than 12 months from the date of its previous calibration
30. The instrument must not be calibrated or serviced by any other organisation during the warranty period.
31. The customer's premises for on-site calibrations must be agreed in writing at the time of order and can only be changed with the express agreement of Guymark UK Ltd by applying in writing.

FAILURE TO COMPLY WITH THESE CONDITIONS WILL INVALIDATE THE EXTENDED WARRANTY

TERMS

32. These terms and conditions shall prevail over any conflicting provisions sought to be imposed by a Purchaser.