

## **Conditions of Online Sale of Consumables**

### **General**

These Conditions of Sale are for business customers only.

1. Goods are subject to availability and may vary from those advertised.
2. You must decide before ordering if the goods are suitable for your needs.
3. Please note that we reserve the right to cancel or refuse orders for items shown on our website with an incorrect price or with any other incorrect information.

### **Prices and Payment**

4. Our advertised prices do not include VAT and delivery. The price of the goods may be changed from the one advertised.
5. We accept payment online by credit or debit card or subject to approval by credit account. To apply for a credit account please contact our finance department on 0800 731 5441. Credit card and debit card payments are taken at the point of customer order not on dispatch of goods.
6. Goods bought on credit must be paid for by 30 days from our invoice date
7. We remain owners of the goods you purchase until you have paid for all of them in full. We can retrieve and resell them if they are not paid for. This applies to all goods we supply to you and to any money owing in respect of any transaction with you.

### **Delivery**

9. We charge for all deliveries. Standard delivery is to suitable ground floor reception or stores areas. Please notify us in advance if you have any special delivery requirements – there may be an additional charge.
10. If the goods do not arrive or are incomplete, the wrong goods or are damaged when you open them, you must tell our Customer Services Department within 5 days of receipt or expected delivery – telephone 0800 731 5441.
11. After delivery you are responsible for protecting the goods against loss or damage.

### **Cancellation**

12. You cannot cancel a submitted order after the goods have been dispatched, unless this is agreed in writing by our authorized representative.

## Returns

13. All our consumables are sold to you with the benefit of the manufacturer's warranty. We will accept returns of faulty goods notified to us within 14 days of delivery, subject to the terms of the manufacturer's warranty.

14. If faulty goods are to be returned to us you must obtain an RMA (Returned Merchandise Authorization) from our Customer Services department. The RMA will be valid for 28 days. We will arrange for collection of the Goods, which must be available for collection in their original packaging together with all accessories and manuals. We cannot accept unauthorized returns which do not have an RMA.

15. If you change your mind we may take goods back at our discretion if they are unopened, unused and in perfect condition. There may be a restocking fee plus a collection charge of £8.50 for this service. Please contact our Customer Services department.

16. Please note we do not accept returns of special purchase items e.g. made to order items.

## Guarantee and Liability

17. You get the benefit of the manufacturer's warranty in respect of all the goods we sell. We may provide other warranties on a case by case basis.

18. We are resellers to business customers and as permitted under the Unfair Contract Terms Act 1977 we exclude liability for claims regarding the quality or fitness for purpose of goods or otherwise which consumers can make under the Sale of Goods Act 1979. We are liable for death or personal injury caused by our negligence. We do not accept any liability for indirect or consequential losses or loss of profits.

## Clearance/2nd User Stock

19. A Clearance/2nd user product is deemed to be a product which is offered by the Company on its website at a discounted price compared to its original cost where such products have been previously used or opened, have items missing or have damaged packaging. In addition, some have been repaired; details of the status of such products are to be found on the website. The Company makes no warranty in relation to the accuracy of the status of the relevant Clearance/2nd user product as set out in the description. Such products are sold on an 'as is' basis with no warranty or guarantee unless specifically agreed.

## Company Details

20. Speck & Burke is trading division of Speck Analytical Limited. Registered Office: Speck Analytical, Alva Industrial Estate, Alva, Clackmannanshire FK12 5DQ

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