

Terms and Conditions

Acceptance of Terms

Independent NeuroScience Services INSS Limited ("Seller") offers to sell and deliver products and services to any person ("Buyer") under the terms and conditions specified below. The Buyer agrees that these terms and conditions shall constitute the complete and exclusive agreement between INSS and the Buyer. Any different, additional or conflicting conditions of sale proposed by the Buyer shall not be binding, unless expressly agreed and confirmed by INSS in writing.

Prices and Payment

All prices are quoted exclusive of VAT in Pound Sterling (GBP) and are guaranteed for 30 calendar days, unless a later expiry date is expressly stated on the quotation. All purchase orders are subject to a 40% deposit payment at time of order and a 60% remainder payment after installation, unless otherwise agreed in writing. The contract of sale shall become legally binding only after the deposit payment has been received by the Seller. Payment is due as per date expressly stated on the invoice, typically 14 calendar days from deposit invoice date and 30 calendar days from remainder invoice date. Payments not received by the due date stated on the invoice shall be subject to a late payment charge of one and one-half percent (1.5 %) per calendar month or the maximum rate allowed by law, whichever is less.

Delivery

Typical delivery time is 16-18 weeks upon receipt of deposit payment, but may be longer in case of supplier shortages. INSS may make deliveries in instalments. All products shall be delivered CIP (Incoterms 2010) unless otherwise agreed in writing. All delivery times are estimates. INSS will make every effort to complete delivery within the estimated timeline. However, INSS shall not be liable to the Buyer for any loss or damage, whether direct, indirect or consequential, if it is delayed or prevented from delivering the goods or otherwise performing its contractual obligations due to force majeure, Act of God, natural disasters, fire, flood, explosion or earthquake, serious accidents, prohibition or limitation of exports or imports, any act of government, war, insurrections, riots, strikes or labour disturbances (whether at the Seller's works or elsewhere), shortages of materials or any other cause or event whatsoever beyond the reasonable control of the Seller.

Tax

The Buyer shall pay all taxes, duties and other charges imposed in addition to the prices quoted by INSS by any government authority outside of the United Kingdom. The Buyer agrees to indemnify INSS against all such taxes, duties and other charges. INSS reserves the right to add any such taxes, duties or other charges paid by the Seller to the total purchase price to be paid by the Buyer.



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Warranty

Warranty that the product is free from defects in materials and workmanship is provided by INSS for a period of 12 months from the date of installation for products produced and manufactured by INSS. An extended warranty is available upon request. Items sold but not produced or manufactured by INSS (including but not limited to Pockels cell, piezo nano-positioner, scan mirrors, photomultiplier tubes, xyz motors, etc.) are subject to the original manufacturer's warranty and are expressly excluded from any INSS warranty. Some items (for example photomultiplier tubes or optical coatings) undergo some degree of deterioration over time under normal use condition. This normal "wear and tear" is expressly excluded from the warranty.

Limitation on Liability

INSS shall not be liable for any consequential or incidental damage, commercial losses, expenses, personal injury or death, property damage or other loss caused by or resulting from use of INSS products in combination with any other instrument or device. The maximum liability for any loss or damages shall not exceed the purchase price of the INSS product.

The Buyer shall indemnify and hold harmless INSS from and against any expense or loss resulting from any actual or alleged infringement of any patent or copyright resulting from use of INSS products in combination with any other instrument or device.

Buyer Responsibilities

The Buyer shall provide upon request all information relevant to delivering products and/or performing services, including but not limited to floor plans and utility diagrams, details of equipment, wiring or conditions that might affect or be affected, and details of any hazardous or potentially hazardous conditions. The Buyer shall prepare the site for installation, for example by removing existing equipment and making space available for equipment, parts and tools as reasonably required by INSS.

The Buyer agrees to ensure that any employees or sub-contractors of Seller or Buyer are not exposed to any circumstances which might have a detrimental effect on their health, safety or welfare. The Buyer agrees to follow all health and safety procedures to ensure that potential hazards are identified prior to any installation work. Following the installation of INSS products, it is the Buyer's responsibility to re-assess any potential hazards, especially laser radiation hazards and electrical hazards, and ensure that appropriate documentation and control measures are in place. INSS shall not be liable for any loss, damage, personal injury or death resulting from use of INSS products in combination with any other instrument or device.

Governing Law

All contracts incorporating these Terms & Conditions shall be governed by and construed in accordance with the law of England and Wales and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.



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