

# Standard Terms and Conditions of Sale



## 1. Acceptance of Order

All contracts of sale made by Pico Technology shall be deemed to incorporate these Terms and Conditions which shall prevail over any other document or communication from the party with whom Pico Technology is dealing. All orders are accepted and fulfilled subject to these Conditions of Sale unless otherwise varied by agreement in writing.

## 2. Prices

Goods will be charged at the price in effect at the time of ordering. VAT or local sales tax, where applicable, will be charged at the current rate at the time of dispatch.

## 3. Delivery

Any time or date for delivery stated by Pico Technology shall be treated as an estimate only. Whilst every effort is made to dispatch goods on time, no liability can be accepted by Pico Technology for failure to deliver within agreed times.

Pico Technology shall not be liable for any loss or damage whatsoever (including consequential loss or loss of profit) arising directly or indirectly from any delay in the delivery of all or any of the goods howsoever caused.

Pico Technology will accept no liability for shortages, damage to or non-delivery of goods unless the Customer notifies Pico Technology in writing within five days of receipt of goods.

All orders are subject to a delivery charge which includes postage, packing and insurance in transit. This charge will be added to the sales invoice. All import duties and taxes are the responsibility of the customer.

## 4. Payment

Pico will retain title to goods supplied until payment for the goods is received in full.

### Payment Methods

When ordering direct from Pico Technology, payment must be to Pico Technology Limited. Payment terms for credit accounts, where granted at our discretion, are strictly 30 days from date of invoice.

#### i. Credit Card

We accept VISA, MASTERCARD and SWITCH/MAESTRO. We will need your card number, security code and expiry date (also the start date and issue number for Switch) and the full name and address of the cardholder. Your goods will be dispatched upon receipt of payment. Your card will be charged in Pounds Sterling, or in your local currency if the goods are shipped from a local branch.

#### ii. Cheque

We can accept a Sterling, Euro or US Dollar cheque. You should ask us for a pro-forma invoice so that you can write a cheque for the correct amount including the carriage. We will dispatch your goods after we receive your order enclosing the cheque and the cheque has cleared.

#### iii. Bank Draft

We can accept a bank draft made out in Sterling, Euros or US dollars. Your local bank will sell you a bank draft in one of these currencies. You should ask us for a pro-forma invoice so that you can arrange a bank draft for the correct amount including the delivery charge. We will dispatch your goods as soon as we receive your order enclosing the bank draft.

#### iv. Telegraphic Transfer

We can accept payment by telegraphic transfer in Sterling, Euros or US Dollars. We will send you a pro-forma invoice with our bank details against which to make payment. This will ensure that the correct amount is transferred. You should allow 7 to 10 days for the transfer. The goods will be dispatched as soon as the transfer is received.

If you have any queries regarding payment terms or methods, please e-mail our accounts department:

accounts@picotech.com

## 5. Product Specifications

Pico Technology reserves the right to alter or amend specifications without notice as part of our policy of continued improvement. Errors and omissions excepted.

## 6. Warranty

All Pico products are covered by a return-to-manufacturer parts-and-labour repair warranty against defective materials and/or workmanship provided the product has at all times been subjected to normal and proper use. The warranty period shall be as follows:

- 1 year for accessories resold by Pico Technology
- 2 years for serial-port and parallel-port Oscilloscopes and Data Loggers
- 2 years for PicoScope 9000 Series Sampling Oscilloscopes
- 2 years for Automotive Oscilloscopes and Oscilloscope Kits
- 5 years for all other USB Oscilloscopes and USB Data Loggers
- 2 years for all other products

The warranty shall be limited to our choice of repair, replacement or a refund. The refund, if offered, shall be either the original purchase price or the current price, whichever is lower.

Pico Technology shall not be liable for a breach of the warranty if the defect has been caused by fair wear and tear, wilful damage, negligence, abnormal working conditions or failure to follow Pico Technology's spoken or written guidelines as to the storage, installation, commissioning, use or maintenance of the goods or (if there are none) good trade practice; or the customer alters or repairs such goods without the written consent of Pico Technology.

Extended warranty is available for an extra cost and is subject to the same warranty policy.

## 7. Returning an Unsuitable or Faulty Unit

In the event that your purchase does not prove suitable for your application, you can return the product within 14 days of the original dispatch date and in good-as-new condition for an exchange or refund.

If the unit becomes faulty within the warranty period and has not been subject to abuse, then you may return the unit to Pico for repair or replacement free of charge.

**You must contact Pico for a returns number before returning a product.**

The customer is responsible for all shipping costs. Overseas customers should describe returns for customs purposes as "Customer-owned equipment for repair under warranty". Pico Technology Ltd accepts no responsibility for units returned without a returns number. The goods we send as replacements will be in a similar condition to those you returned, or better.

## 8. Liability

The Company's liability will be limited to the value of the goods only and not for any consequential damages or losses howsoever caused.

## 9. General

These terms and conditions shall be governed and construed in accordance with the Laws of England and subject to the non-exclusive jurisdiction of the English courts.