



**AVE (1977) LTD**  
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## **Standard Terms and Conditions of Sale**

Unless otherwise stated the following terms and conditions apply to all orders for any goods supplied by Applied Vacuum Engineering. Equipment is offered as a piece of hardware only, and no offer of a process solution or system solution is included whether implied or otherwise.

### **1. Guarantee**

Equipment as supplied will carry a twelve month guarantee from the date of delivery, parts and labour, unless otherwise stated, and subject to the following terms conditions and exclusions:

- Equipment is to be used for the design purpose only and no other.
- Reasonable care in the operation of the equipment has been taken, and any scheduled service due has been carried out by Applied Vacuum Engineering, or authorised by them.
- Repairs due to damage to the equipment, whether accidental or malicious are not covered by guarantee.
- Unauthorised repairs or modifications or attempts to repair or modify the equipment will invalidate the guarantee.
- Excluded from the guarantee are electric motors, replacement fuses, neons, filament lamps, light emitting diodes, evaporation sources and consumables.
- Excluded from the guarantee is failure due to contamination of the equipment, and contamination and replacement of any fluids.
- Excluded from the guarantee is damage to paintwork, acrylic used in the construction of the equipment or elastomer seals internal or external due to materials being processed which are not compatible with those materials.
- Excluded from the guarantee is damage caused to the equipment by the failure of external water cooling supplies, or the lack of cooling water for any other reason.
- All new components or plant sourced from other manufacturers will carry that manufacturer's standard guarantee.
- Guarantee will be null and void if our payment terms are exceeded.
- Guarantee cannot be passed to a third party without our written approval.

### **2. Software and Drawings**

Software and drawings remain the intellectual property of Applied Vacuum Engineering and must not be copied in part or as a whole, or used for any other purpose other than the purpose for which they are issued. Software or drawings must not be passed on to any third party in part or as a whole without our express written permission.

### **3. Title**

The risk in the goods passes to the Buyer upon delivery, but the title in the goods will not transfer to the Buyer until payment has been made in full.

### **4. Payment**

For all sales made on credit, payment is due within thirty days following the invoice date. Any amount due which exceeds that limit may be subject to the imposition of an interest charge applied at the current Bank of England base rate plus 4%.

### **5. Cancellation**

Any order placed is deemed as a binding contract. If an order is cancelled at any date prior to the delivery date a pro-rata payment will be levied according to the progress of the job at that time. Initial deposits and stage payments, or a proportion of those sums, will only be returned under exceptional circumstances. Standard items which have been delivered but unused may be returned at the buyers cost and will incur a minimum restocking fee of 15%

**[Applied Vacuum Engineering is the trading name of AVE \(1977\) LTD. Registered in England No. 9051173](#)**

## **6. Delivery**

Prices quoted, unless otherwise stated, are ex works Thornbury. Every effort will be made to adhere to delivery dates quoted, but no guarantee can be made as to the exact delivery date, which may be affected by circumstances beyond our control.

## **7. Damage**

It is the buyers responsibility to inspect the goods on receipt. Any damage or shortages MUST be notified to us in writing within 48 hours of receipt.

## **8. Specifications**

The supplier reserves the right to amend any specification if required to do so by any statutory or regulatory authority or if any upgrade is deemed desirable or appropriate, subject to the supplied goods being fit for the original purpose and meeting or exceeding the original performance specification.

## **9. Returns**

The buyer must contact Applied Vacuum Engineering at the above address prior to goods being despatched if they are to be returned. An RMA number will then be issued and that number must be clearly indicated on the outside and inside of the packaging. We reserve the right not to accept returned goods if adherence to this procedure has not been instigated by the buyer and confirmed by Applied Vacuum Engineering in writing.