



Measurement, Control, and Datalogging Solutions

Standard Terms and Conditions of Contract

1. In these Terms and Conditions "the Company" means Tempcon Instrumentation Ltd.
2. 'On-Line' means orders placed via the Company website.
3. The Company holds privacy in the highest regard and is committed to protecting personal information. The Tempcon website has been constructed to protect customer privacy.
4. The Company will only accept correctly authorised customer purchase orders.
5. Product prices, carriage / packing and VAT quoted On-Line are for On-Line purchase only.
6. On-Line Orders must be pre-paid and shipped to a UK address. For overseas enquiries and deliveries please contact our Sales Office.
7. Refunds for On-Line purchases will only be made against the credit, or debit, card used for the original purchase once the product has been returned to the Company and fully inspected/tested. A handling charge may be made to cover inspection and test.
8. By accepting a Quotation or an Estimate, or by placing an On-Line order, the Customer accepts these terms and conditions. On-Line orders shall constitute a contract when all information including payment details, is submitted and forwarded to the Company via the Company website.
9. Payment against a credit card for all orders (including On-Line orders) will be taken by the Company at the time of accepting the Customer order.
10. Products are guaranteed to be free from defects in material and workmanship for a minimum of one year from date of purchase, subject to normal use.
11. Goods will be shipped by overnight courier whenever possible.
12. Claims in respect of short delivery must be made in writing within 5 days of receipt of goods.
13. Claims in respect of non-delivery must be made in writing within 14 days of the invoice date.
14. Goods, if defective, should be returned carriage paid to Tempcon Instrumentation Ltd and will be repaired or replaced free of charge provided a written claim is made within 5 days of receipt of goods.
15. Retention of goods by the Customer 5 days after date of invoice shall be deemed to be an acceptance of the goods.
16. Cancelled orders may be subject to a cancellation fee.
17. Returned goods may be subject to a re-stocking charge.
18. Custom made products will not be accepted for credit if correctly supplied against a Customer purchase order.
19. Credit will only be given if goods are returned in 'as new' condition and are complete with all supplied instruction manuals, accessories, and original packaging.
20. Considerable effort is made to ensure that product specifications are correct. Save in the case of an express written guarantee to an individual customer that the goods shall be suitable for a particular purpose, no representation, condition, or warranty in this respect shall be applicable to, or form part of, the purchase contract.
21. Every possible effort is taken to ensure that product prices quoted verbally and On-Line are correct. Unfortunately changes can occur at short notice and Tempcon Instrumentation Ltd retains the right to amend prices, or to refuse acceptance of a customer purchase order.
22. Tempcon Instrumentation Ltd shall not be liable for any loss or damage to persons or property arising out of, or in consequence of, the goods or any defect therein, or economic loss, loss of profit, loss of business, or any consequential compensation claim howsoever caused.
23. Modification or interference of any sort with goods supplied, shall absolve Tempcon Instrumentation Ltd of any further obligations with respect to warranty claims.
24. Payment/Settlement Terms for Account Customers are 30 days from date of invoice, unless otherwise agreed in writing. On-Line orders will only be accepted if paid at the time of purchase.
25. Delivery of goods covered by an invoice constitutes a sale subject to these conditions which shall override (so far as lawfully may be) all other implied or statutory conditions of sale inconsistent herewith.
26. 'Evaluation Loan' or 'Sale or Return' goods will be offered for the period of days specified on the invoice only. Such 'period' to commence on the date of the delivery note and covering invoice.
27. Non-returned goods will be invoiced in full.
28. If 'Evaluation Loan' or 'Sale or Return' goods are lost or stolen whilst in the borrowers care the goods will be invoiced in full, at the value stated on the invoice, and the borrower agrees to accept all responsibility and costs.
29. The goods defined within an invoice remain the property of the Company until such time as the amount stated in the invoice is paid in full.





Measurement, Control, and Datalogging Solutions

29. The Waste Electrical and Electronic Equipment Regulations 2006 (WEEE) is intended to prevent electrical and electronic waste from being introduced into landfill sites and defines various categories for differentiating electrical and electronic equipment.
30. WEEE applies only to products carrying the WEEE symbol and supplied after the 13th August 2005.
31. The Company will accept the return of products previously supplied by Tempcon Instrumentation Ltd, labelled 'Supplied by Tempcon', and carrying the WEEE symbol, for correct disposal within the terms of the WEEE regulations.
32. Temperature Probes, and panel mounted products such as Process Controllers, are not subject directly to the WEEE regulations as they are intended for installation into other products and are 'part of another type of equipment, or fixed installation'.
33. Standalone or portable products are subject to WEEE regulations. Tempcon Instrumentation Ltd recognises the need to dispose of these items correctly and will accept the return of these items provided that they meet the conditions set out in this document.
34. Carriage & packing costs for the return of WEEE products to Tempcon Instrumentation Ltd is the responsibility of the Customer.
35. A WEEE Authorisation Return Number should be obtained from Tempcon before returning goods.
36. On returning goods to Tempcon Instrumentation Ltd against a WEEE Authorisation Return Number the customer relinquishes all ownership rights
37. Tempcon bears no responsibility for loss, or replacement, of items returned against a WEEE Authorisation Return Number.
38. The 2002/95/EC Restriction of Certain Hazardous Substances in Electrical and Electronic Equipment (RoHS) directive calls for eliminating the use of lead, mercury, hexavalent chromium, polybrominate biphenyls, and polybrominated diphenyl ethers in electrical and electronic equipment.
39. Products manufactured by Tempcon Instrumentation Ltd comply fully with the conditions of this directive and Tempcon requires the same assurances from suppliers in all instances.
40. Tempcon Instrumentation Ltd, or its supplier, cannot be held responsible for failed communications or undelivered mail/text messages in the case of products supplied with GSM, or Ethernet, communications.
41. Tempcon Instrumentation Ltd reserves the right to amend these Terms and Conditions, and Prices and Product Specifications, from time to time without notice.
42. Tempcon Instrumentation Limited is registered in the United Kingdom, at the address stated below.
43. Company Registration No: 1535366

