

**CYGNUS INSTRUMENTS LIMITED (“CYGNUS”)**

**TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES (UK AND EXPORT)**

**1. PAYMENT TERMS**

Thirty days from invoice date for approved credit accounts, otherwise payment in advance of despatch. Interest may be charged on overdue accounts at 5% above Bank of England base rate and in the case of equipment repair services, Cygnus may retain possession of the equipment until payment is made in full.

**2. TITLE**

Cygnus reserves title to the goods until full payment has been received. During the provision of equipment repair services, at no time shall the property in the equipment pass to Cygnus.

**3. RISK**

Risk in the goods passes to the purchaser on delivery. Risk of damage or loss to equipment subject to repair services shall remain with the purchaser at all times both during the provision of the Service and while the Equipment is in transit. Accordingly, it remains the purchaser's responsibility to ensure the equipment against accidental loss or damage.

**4. WARRANTY**

Cygnus warrants that, the goods manufactured by it will be free from defects in material and workmanship for a period of three years from the date of purchase either from Cygnus or from an Authorised Cygnus Distributor, with the exception of batteries, probes, leads, microphones and telescopic extensions, which are warranted for 6 months. Where Cygnus supplies any goods supplied by a third party, Cygnus shall assign to the purchaser the benefit of any warranty, guarantee or indemnity given by the company supplying the goods to Cygnus. Consumables are not warranted at all. In the case of equipment repair services, Cygnus warrants to the purchaser that the service will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Repair Quotation. Cygnus will not be liable for any consequential costs, expenses or losses incurred by the purchaser whilst items are returned for repair or replacement under warranty. For full details, please see Cygnus' limited Warranty Terms provided with goods or available at <https://cygnus-instruments.com/service/warranty-terms/>

**5. PRODUCT REGISTRATION**

Purchases of Cygnus products which are made via a third party distributor or reseller risk loss of traceability to the end customer or users. Cygnus proactively collaborates with all its valued resale partners, but can only fully support its products with end user contact details. For example firmware updates or product recall communication is not guaranteed via a third party. Cygnus can only guarantee its proactive support and transfer of warranty terms to end users who register their products at <https://cygnus-instruments.com/service/product-registration/> Cygnus stipulates that Product Registration is a mandatory requirement for the Cygnus 1 Ex Ultrasonic Thickness Gauge in accordance with our end user traceability responsibilities under the stringent certification requirements for this product. All contact details provided to Cygnus remain confidential and protected under our Privacy Policy terms: <https://cygnus-instruments.com/privacy-policy/>

**6. INDEMNITY**

Cygnus indemnifies the purchaser in accordance with its statutory obligations and has appropriate insurance. Except in respect of death or personal injury caused by the negligence of Cygnus, consequential or similar losses are not indemnified, and the entire liability of Cygnus shall not exceed the price paid for the goods or services, except as expressly provided in these Terms.

**7. ORDER ACKNOWLEDGMENT**

Order acknowledgement will be issued to confirm receipt of an order.

**8. PRICING**

Prices quoted will exclude VAT and are as per Cygnus' current published pricelist. Minimum order value of £100 (100 GBP) applies to all orders. VAT will be charged at the ruling rate at the time of invoicing, when goods are delivered to a UK address or where no proof of export is provided. Requests for additional or modified documentation may be declined. In the cases where Cygnus can meet such requests, a £25 charge will apply. Other additional charges for certificates and international bank handling fees also apply.

**9. DELIVERY**

Delivery charges will be as quoted and on the basis of the ICC Incoterms 2020 stated on quotations and sales order acknowledgements for international orders. Although we make every effort to deliver the goods or services promptly, in line with the delivery indication given in the sales order acknowledgement, we will not be liable for any costs incurred by the purchaser resulting from delays in delivery.

**10. EXPORTED PRODUCTS**

The purchaser shall be responsible for complying with any legislation or regulations governing the importation of the goods into the country of destination and for the payment of any duties on them.

**11. RETURNED GOODS**

Goods returned for credit or exchange within 15 days of purchase will be accepted with no handling fee. If returned after 15 days and within 6 months of purchase, goods may be accepted, at the discretion of Cygnus, provided they are still in a saleable condition (including the original packaging) and are accompanied by a copy of the order plus Cygnus' invoice or delivery note. A handling charge of minimum £100 (100 GBP) and maximum up to 10% of the price paid for the goods will be imposed. (We reserve the right to refuse to accept the return of certain non-standard items.)

**12. ANTI-BRIBERY & CORRUPTION**

Cygnus adheres to the UK Bribery Act 2010. Our policy is reviewed annually and is available on request.

**13. UK SANCTION LAWS**

The purchaser confirms due diligence checks have been made on the end destination of the goods and the end use is not and will not be located in the Russian Federation, Syria or North Korea.

