

TERMS OF BUSINESS AND CONDITIONS OF SALE & HIRE

Descriptions and Illustrations	<p>a) All descriptions, illustrations dimensions and other information as quoted are as accurate as possible but we cannot be bound by any such information unless specifically confirmed in writing by us. We are constantly introducing improvements in detail and specification, and the latest type will always be supplied. Where uniformity with a previous consignment is asked for we shall endeavour to comply as far as possible and insofar as it may be available.</p> <p>b) No apparatus is warranted suitable for the customer's purpose (whether the purpose is communicated to us or not) unless we so certify in writing to the customer at the time of the sale of the apparatus.</p> <p>c) No responsibility can be accepted by Topcon Europe Positioning BV T/A Topcon Positioning Ireland for consequences of any failure or inaccuracies of the equipment. The customer is expected to satisfy himself that the equipment is functional before attempting to utilise it.</p>
Delivery	<p>We accept no liability for failure to despatch on a promised date unless a guarantee shall have been given by us in writing under an agreed penalty (as liquidated damage) for late despatch. Any promise so made is contingent upon the absence of delays due to strikes, lockout, fires, accident, government action and other causes, beyond our control. We accept no consequential liability of any kind on account of delays in completion, nor can we accept cancellation of any order which has been accepted by us</p>
Damage or Loss in Transit	<p>We are responsible for the good condition of our products so long as they are under our control. All goods leave our premises in perfect working order and condition unless otherwise advised by us and agreed with the customer. Once goods have been handed to the carriers, the responsibility for damage or loss is limited to that which the carriers will accept. Goods should be signed for as "unexamined" and if found damaged we and the carriers should be notified in writing within 3 days from receipt of goods. If the goods are not received within 7 days from the date of our Advice Note, it is essential that we are advised.</p>
Guarantee	<p>If within twelve months from the date of despatch or other period as determined by us in writing at or prior to the sale, any defect is discovered in any apparatus in respect of material or workmanship and reasonably within our control we undertake to make good the defect at our own expense, provided notice is given to us as soon as it is discovered and that the apparatus is immediately forwarded to our works, carriage paid, and with seals unbroken. Our responsibility is in all cases limited to the cost of making good the defect in the apparatus itself and this excludes all other liability whatsoever. This guarantee is given to our customers, and does not extend to third parties nor does it apply to defects caused by wear and tear, abnormal conditions of working, accident, misuse or neglect. In the case of goods not of our manufacture we are prepared to give the customer the benefit of any guarantee given to us in respect thereof.</p>
Refunds and Exchange Policy	<p>A full refund or an exchange of equal value will be available for customers returning goods unopened and unused within 28 days of purchase. Further, a full refund or exchange of equal value will be made for any products which develops a technical fault as verified by our Engineers, within 28 days of purchase. In the event that any product is returned incomplete, or without any of the accessories and components which form part of the original invoiced item, or that a product has been used and is without a fault, or that the goods are returned after the 28 days period, we reserve the right to charge a restocking charge, such charge being quoted to the customer if requested.</p>
Special Tests and Installation	<p>If special installation or tests on sites are required, an extra charge may be made. Computer software products sold by Topcon Europe Positioning BV T/A Topcon Positioning Ireland are, unless otherwise specified, designed to be issued solely on the associated hardware. Unless otherwise specified in writing by us, loading of other manufacturers software products alongside any Topcon software product is entirely at the customers own risk, and any subsequent failure of either the software, or the computer hardware will not be covered by any warranties expressed or implied. In the event of a hard drive failure, we will do everything possible to retrieve data, but cannot be held responsible for its loss, or any subsequent liability. Customers are strongly advised to protect computer data by regular back up routines.</p>
Payment	<p>When no other terms of payment have been agreed, payment in respect of goods shall be due strictly thirty days from notification by us that goods have been despatched. Title of goods remain with Topcon Europe Positioning BV T/A Topcon Positioning Ireland until payment in full is received. Interest may be charged at 2% per month on amounts exceeding payment due date. If the customer shall make default in any payment or a receiving order in bankruptcy be made against them or of any execution or distress order be issued against the customer or should any such company be wound up compulsorily or go into voluntary liquidation or have a receiver appointed then the supplier Topcon Europe Positioning BV T/A Topcon Positioning Ireland shall forthwith have the right to take possession of the equipment and shall be entitled to recover from the hirer all arrears of rental and expenditure and any damages due in respect of any breach of this undertaking. If for any reason the customer becomes unable to complete such payments, he hereby irrevocably authorises Topcon Europe BV T/A Topcon Positioning Ireland to enter his premises for the purpose of retaking possession of the goods supplied, whether sold or on hire, and to recover all arrears of rental if appropriate, and expenditure on any damage to the goods.</p>
Terms of Hire	<p>Goods on approval or loan, whether such a loan is for warranty support or is chargeable, insurance of the apparatus is the customers responsibility excepting liability insurance where cover has been requested from us and has been agreed by us in writing. If the apparatus is lost, the customer must replace the same at the current advertised retail prices. Any damage however caused must be made good by the customer, or in the event that the apparatus shall be deemed to be beyond economic repair, then the customer must replace the same at the current retail price. In these cases, customers will be advised of any loss or damage to equipment after an off-hire notification. Topcon Europe Positioning BV T/A Topcon Positioning Ireland reserves the right to invoice for any such loss or damage after 7 days of notification. Until payment is made for losses or damage as specified, Topcon Europe Positioning BV T/A Topcon Positioning Ireland reserves the right to continue any hire charges until payment is received in full. Hire charges where applicable are calculated on a weekly basis, and thereafter a quarter of the weekly rate per day with the addition of VAT at the current rate.</p>
Software	<p>In the event that You are purchasing any license/Subscription to a Topcon Software from Topcon that You will use in the capacity of an End-User and You are not supplied with an End User Agreement (in electronic or physical form) the General Terms of Service as displayed on the relevant software site (such as but not limited to: topconpositioning.com, https://www.magnetsystems.com/, https://www.topnetlive.com/ or https://www.sitelink3d.net) shall apply</p>