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Edmund Optics GmbH handelt im Auftrag der Edmund Optics Ltd  
Edmund Optics SARL mandaté par Edmund Optics Ltd

**Quotation****Sold-To-Party**

[FYZIKALNI USTAV AV CR VVI](#)  
[NA SLOVANCE 2](#)  
[182 21 PRAGUE 8](#)  
[Czech Republic](#)

**Information**

**Sales Quote No.** 0025167404  
**Document Date** 13/05/2021  
**Customer No.** 0001187149  
**Contact Person** Alamgir Mondal  
**Contact E-mail** [alamgir.mondal@eli-beams.eu](mailto:alamgir.mondal@eli-beams.eu)  
**Validity Start Date** 13/05/2021  
**Validity End Date** 12/07/2021  
**Terms of Payment** Net due in 30 days  
**Incoterms**  
**Customer Reference**  
**Web Quote Number** [Q-27024641](#)

Item	Material Description	Projected Shipping	Quantity	Price	Price Unit	Customer Product Number	Amount
10	56332	16/05/2021	2 EA	303.00€	1 EA		606.00€
	LASER HOLDER ADJ 140MM LONG						
20	35219	13/05/2021	2 EA	500.00€	1 EA		1000.00€
	PS HeNe Laser 5MW 230V						
30	35209	13/05/2021	2 EA	649.00€	1 EA		1298.00€
	Laser HeNe 5mW Random						
40	FREIGHT		1 EA	74.00€	1 EA		74.00€
	Freight Adjustment						
<b>Items total:</b>							2978.00€
<b>Tax is not included in this quotation and will be determined at time of order.</b>							

Comments: Delivery time - around 1 week

Please forward a copy of this quote when submitting your Purchase Order. By submitting a Purchase Order, the Customer has agreed to all specifications noted on this quote, and has accepted Edmund Optics UK Ltd. Terms and Conditions attached.

If you have any questions regarding this quotation, please contact our Customer Service Team at [44] 1904 788600 (UK) or [49] (0)6131 5700-0 (Germany)



**Edmund**  
optics | worldwide

## TERMS AND CONDITIONS OF SALE

### 1. DEFINITIONS

For the purpose of these terms and conditions:

"the Company" shall mean Edmund Optics Ltd, company number 03666365, whose registered office is 1 Opus Avenue, Nether Poppleton, York, North Yorkshire YO26 6BL;

"the Purchaser" shall mean the party who buys or agrees to buy the Goods;

"the Goods" shall mean the items which the Purchaser requests to be supplied to it by the Company (whether manufactured by the Company or a third party); and a reference to writing or written includes emails and other electronic means.

### 2. APPLICATION OF THESE CONDITIONS

(a) Subject to clauses 2(b) and 3, these conditions and any other terms expressly agreed by the Company apply to the supply of Goods by the Company to the exclusion of any other terms that the Purchaser seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. The Purchaser's request to purchase the Goods constitutes an offer by the Purchaser to purchase such Goods in accordance with these conditions, which shall only be deemed accepted when the Company issues a written acceptance or fulfils such request.

(b) These conditions do not apply to any supply of Goods which is subject to the Company's conditions for the supply of Goods to consumers. Such conditions will apply instead to such supply and are accessible at [www.edmundoptics.eu/B2CTerms](http://www.edmundoptics.eu/B2CTerms).

### 3. VARIATION

No variation or additions to these conditions shall be effective unless in writing and signed (whether by hand or electronically) on behalf of the Company. Such written variation shall take precedence over any conflicting terms contained in these conditions.

### 4. PRICE

(a) The contract price of the Goods is based upon the cost to the Company at the date of its quotation of items, materials, labour, import duties and all other expenses and of conforming to any statutory regulation or requirements as may be in force and upon the exchange rates at the date of its quotation for items, materials and all other expenses paid for in foreign currency. The Company reserves the right unilaterally to vary the contract price to take account of any upward variation in the aforesaid costs between the date of the quotation and the date of delivery. Notification of this change will be sent to the customer by way of, at minimum, an updated order confirmation.

(b) The Company will use reasonable efforts to ensure that the Goods are correctly priced when offered for sale but in the event that they are incorrectly priced:

- i. Where the correct price is less than the stated price the Company will charge the lower amount;
- ii. Where the correct price is higher than the stated price the Company will contact the Purchaser and not accept the order without agreeing to it being placed at the higher amount; or
- iii. If the order is accepted where a pricing error ought reasonably to be obvious to the Customer, the Purchaser may end the contract, refund the Purchaser any sums it has paid and require the return of any Goods provided.

(c) All sums payable by the Purchaser are exclusive of VAT, which the Purchaser shall additionally be liable to pay to the Company at the applicable rate.

### 5. REPRESENTATIONS

Any technical descriptions or other matter of whatever kind contained in any literature or advertisement published by the Company or on behalf of the Company by its agent shall not be deemed to be and shall not constitute any representation or warranty of any kind whatsoever in relation to the Goods or any part of the Goods.

### 6. TRADE MARKS

(a) The Purchaser shall ensure that any trademarks or other words affixed to or used in relation to the Goods are not obliterated, obscured or omitted without the Company's written consent.

(b) The Purchaser shall not add, affix or use any additional trademarks or other words to or in relation to the Goods in any way which may mislead the public without the Company's written consent.

### 7. COPYRIGHT

All drawings, specifications, literature and any other materials prepared by or on behalf of the Company and the copyright in them or in any part of them are the property of the Company. No part of any such drawing, specification or literature shall be reproduced without prior written consent of the Company.

### 8. COPYRIGHT INDEMNITY

Insofar as the Company manufactures or supplies any Goods in accordance with any specification, drawing or design provided by or on behalf of the Purchaser and such Goods or their manufacture or supply constitute any infringement of any patent, design right, copyright or other intellectual property right belonging to any third party then the Purchaser shall indemnify and keep the Company indemnified against any claim, damage, loss or expenses made against or suffered by the Company arising out of or in connection with any such infringement.

### 9. DELIVERY/COLLECTION

(a) Time and dates of delivery shall not be of the essence of the contract and the Company shall not be liable for any loss, expenses, damage or claim whatsoever and howsoever arising, resulting from any delay in delivery however such delay is caused.

(b) Subject to (a) above delivery of the Goods shall be made FCA York Incoterms® 2010, save where the Company has expressly agreed to delivery being DAP Incoterms® 2010 at an agreed location, by such date for delivery as agreed by the parties.

(c) The Company shall notify the Purchaser of the date when the Goods are ready for collection FCA York or will be delivered DAP as the case may be. Delivery shall be deemed to take place when the Goods are made available for collection on such date, or the Company attempts to make delivery as the case may be, in accordance with such notification.

(d) Save where the Goods are to be delivered DAP, if the Purchaser fails to collect the Goods from the Company's premises within 14 days after receiving notification from the Company that the same are ready for collection then any loss or damage to or deterioration in the Goods thereafter shall be at the sole risk of the Purchaser who shall further reimburse the Company any extra expense or cost incurred by it in consequence of such failure together with a reasonable charge in respect of storage and insurance of the Goods from the date upon which they should have been collected until the date of actual collection. The Company may issue an invoice for the Goods on the date upon which the Goods should have been collected and payment of such invoice shall be due in accordance with clause 14.

(e) Should the contractual delivery date be delayed or postponed at the Purchaser's request or the Purchaser otherwise fails to take delivery on the due date for delivery the Company may issue an invoice for the Goods as if such delivery date had not been delayed or postponed and payment of such invoice shall be due in accordance with clause 14. In such case the Goods shall be deemed for all purposes (including warranty) as being delivered by the Company to the Purchaser on the date originally agreed for delivery and any loss or damage to or deterioration in the Goods thereafter shall be at the sole risk of the Purchaser who shall further reimburse the Company any extra expense or cost incurred by it in consequence of such failure together with a reasonable charge in respect of the storage and insurance of the Goods from the date originally agreed for delivery until the date of actual delivery.

(f) In the case of Goods to be delivered DAP the Purchaser shall provide safe means of access to the place of delivery and all means necessary to unload the Goods and shall be responsible for unloading the Goods. The Purchaser shall reimburse the Company any extra expense or cost incurred by it in consequence of any default hereunder on the part of the Purchaser.

(g) If the Goods or any part of them are received in a damaged condition or if any part of the Goods is not received the Purchaser shall notify the Company in writing within 3 business days of receipt of the Goods (or part of the Goods) otherwise the Company will accept no responsibility for such damage or loss.

(h) In the event that the Purchaser has not notified the Company in writing of any non-delivery of Goods to be delivered DAP within 28 days of the due date for such delivery, the Goods will be deemed to have been delivered on the due date and the Company shall have no liability for any non-delivery.

### 10. RISK

Without prejudice to clauses 9(d) and (e), all risk in the Goods whatsoever shall pass to the Purchaser on delivery.

#### 11. TITLE

- (a) Goods supplied by the Company shall remain the sole and absolute property of the Company until such time as:
- the Goods have been paid for in full; and
  - all other monies due to the Company from the Purchaser have been paid to the Company, but for the avoidance of doubt the Goods shall be at the Purchaser's risk from the time of delivery and the Purchaser shall:
- store the Goods separately from all other Goods so that they remain readily identifiable as the Company's property;
  - maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
  - notify the Company immediately if it becomes subject to any form of insolvency event referred to in clause 14(d) or ceases or threatens to cease all or a substantial part of its business; and
  - give the Company such information relating to the Goods as the Company may require from time to time.
- (b) The Purchaser grants the Company an irrevocable licence to enter at any time any vehicles or premises owned or occupied by the Purchaser or in its possession for the purpose of repossessing and removing any Goods the property in which has remained with the Company under this clause 11.

#### 12. INSPECTION AND TESTING

- (a) Any tests of the Goods or any part thereof undertaken by the Company at the request or on the instructions of the Purchaser shall be at the expense of the Purchaser who shall reimburse the Company the cost thereof at the same time and upon the same terms as payment of the contract price.
- (b) Without prejudice to the foregoing if the Purchaser requires any such test to be witnessed by him or by any representative of his then the Company will give to the Purchaser reasonable notice in writing of the date and place thereof. If the Purchaser or his representative fails to attend such test on the date and at the place so notified the Purchaser shall not be entitled to take any exception to the test's method, nature, extent, or results and shall be bound by such results and shall reimburse the Company the costs of such test.

#### 13. PACKAGING

Goods will be packed in a manner suitable for the protection of the Goods under normal transport conditions and for dry indoor storage for up to 1 month from the date of delivery provided that the packaging is not damaged or disturbed. Goods to be delivered outside the United Kingdom may be packed in some other manner agreed in writing between the parties and will be at the extra cost of the Purchaser payable at the same time and in the same manner as the contract price. All packing will be non-returnable and disposal of such packing in accordance with any regulations or requirements in force at the time of and following delivery will be the sole responsibility of the Purchaser.

#### 14. PAYMENT

- (a) Unless otherwise provided for in the contract the Purchaser shall pay the contract price of the Goods and any other costs, charges or expenses provided for by these conditions prior to delivery of the Goods, or for approved credit accounts with the Company in accordance with the agreed terms of the credit account. The Company reserves the right to claim interest and costs in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- (b) The Purchaser shall not be entitled to make deduction from any amount due to the Company in respect of any set-off or counter-claim unless both the validity and the amount thereof have been expressly admitted in writing by the Company.
- (c) Without prejudice to any other rights, failure to pay the contract price of the Goods or part thereof or other monies payable by the Purchaser to the Company will also entitle the Company at its sole discretion either to refuse to make delivery of any further goods agreed to be supplied or to cancel any contract to which these conditions apply, either in whole or in part, by notice in writing to the Purchaser and without incurring any liability to the Purchaser for any loss caused by such delay or cancellation.
- (d) The contract price of the Goods and other monies payable by the Purchaser to the Company shall become immediately due and payable in the event that the Purchaser goes into liquidation or administration or a receiver of its assets or any part thereof is appointed or any petition is presented for its winding-up or it enters into any scheme of arrangements with its creditors.
- (e) All amounts payable to the Company are payable in pounds sterling or Euro as the case may be as indicated on the invoice unless otherwise agreed by the Company.

#### 15. CANCELLATION

No order which has been placed with the Company may be cancelled, changed, delayed or be subject to reductions in quantities by the Purchaser except with the agreement, in writing, of the Company. Cancelled orders are subject to cancellation charges, based upon all expenses incurred by the Company up to the time of cancellation. This includes excess inventory of stock items that have been specifically allocated to the Purchaser and exceed normal Company inventory levels for a period.

#### 16. WARRANTY

- (a) Subject to the provisions of clauses 14(b) and 14(c) the Company warrants the Goods against defective material or workmanship for a period of 12 months from the date on which the Goods are ready for delivery or the date of invoice whichever is the earlier.
- (b)
- Subject as hereinafter set out the Company will repair or replace as it shall in its sole discretion think fit any part of the Goods which has been supplied by it which proves to be defective within a period of 12 months from the date on which the Goods are ready for delivery or the date of invoice whichever is the earlier.
  - The Company shall not be liable to repair or replace any part of the Goods unless and until it (acting reasonably) is satisfied that the Goods have since delivery been used, installed, operated and maintained in accordance with good engineering practice and/or any instructions or advice given by the Company and that any such defect is not attributable to the Goods having been stored unused for more than 3 months or to misuse or misapplication or to improper or inadequate storage of the Goods or any part of the Goods..
  - Further the Company shall incur no liability as aforesaid unless the Purchaser returns any defective Goods within 21 days of any defect becoming patent and unless the Purchaser provides the Company promptly with all information concerning the Goods, such defect and the use, installation, operation, maintenance and storage thereof since their delivery as the Company may reasonably require.
  - The cost of removing or dismantling any defective part to be replaced under this warranty, its carriage to the Company's premises and its reinstallation shall be borne by the Purchaser.
  - The cost of carriage of the repaired Goods or replacement back to the Purchaser for reinstallation where the Company has accepted liability to repair or replace under this warranty shall be borne by the Company.
  - Any spare part supplied by the Company to the Purchaser under the warranty shall be warranted for the unexpired period of the warranty or 3 months from delivery whichever period is the longer.
  - Any spare part supplied by the Company to the Purchaser outside the warranty period shall be warranted for 3 months from delivery or invoice whichever is the earlier.
  - Save as aforesaid the Company shall be under no liability to the Purchaser in respect of the description, quality or fitness for any purpose of the Goods and all terms, conditions and warranties in respect of such description, quality or fitness whether statutory (including without limitation sections 13 to 15 of the Sale of Goods Act 1979) or otherwise and whether expressed or implied are hereby excluded to the fullest extent permitted by law.
- (c) Liability is expressly excluded in respect of: any defect which may occur in any prior installation to which the Company's equipment may be connected; and/or any defect to the extent that this is caused by incorrect installation or maintenance of the Goods; and/or any indirect or consequential loss (including, without limitation, loss of production, loss of profit or liability to third parties) suffered or incurred by the Purchaser or others.
- (d) Save as expressly set out in these conditions the Company's total liability to the Purchaser in respect of losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods subject to the contract.
- (e) Notwithstanding any other provision of these conditions, nothing in these conditions shall limit or exclude the Company's liability for:
- death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors;
  - fraud or fraudulent misrepresentation;
  - breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
  - any matter in respect of which it would be unlawful to exclude or restrict liability.

#### 17. INDEMNITY

The Purchaser shall indemnify the Company in respect of any loss, injury, damage expense or claim of whatsoever nature and howsoever arising out of the contract or the Goods or their storage, installation, use, operation or maintenance save where the same is caused solely by the negligence of the Company.

#### 18. ANTI-BRIBERY

Each party shall comply with all applicable laws and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010, and promptly report to the other party any request or demand for any undue financial or other advantage of any kind in connection with the subject matter of the contract.

#### 19. DATA PROTECTION

The provision of personal data in connection with the subject matter of the contract is subject to the Company's privacy policy which is accessible at [www.edmundoptics.eu/privacy-policy](http://www.edmundoptics.eu/privacy-policy).

#### 20. TERMINATION

If the Company is prevented from performing the contract by any cause beyond its control whatsoever and whosoever arising then it may by notice in writing to the Purchaser terminate this contract with immediate effect. In the event that the Company has already delivered some of the Goods then the Purchaser shall pay the Company the amount of the contract price as relates to such Goods but subject thereto neither the Company nor the Purchaser shall be under any other liability to the other in connection with the contract.

#### 21. SEVERABILITY

Insofar as any provision of this contract or any part thereof shall be found or deemed void, voidable, invalid, ineffective or unenforceable, such defect shall not affect the remainder of the contract which shall be construed as if the defective part or parts had been excluded from it at the time when the contract was entered into.

#### 22. NOTICE

Where these conditions require notice to be given by either party to the other such provision shall be satisfied by a written notice signed (whether by hand or electronically) by the person authorised by the relevant party and transmitted either by post or email to the registered office or main trading address of the other party or such other address as has been provided for the purposes of such notice.

#### 23. GOVERNING LAW AND JURISDICTION

The contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this contract or its subject matter or formation.

#### 24. WMD

The Company does not intend to supply Goods to any company or organisation involved in the design, manufacture or supply of Weapons of Mass Destruction (WMD). Any contract entered into in error between the Company and a company or organisation which the Company reasonably considers to be involved in WMD will be deemed invalid, and the Company reserves the right not to supply any Goods due under the contract.