

1. DEFINITIONS

In this document the following words shall have the following meanings:

1. "Agreement" means these Terms and Conditions together with the terms of any applicable Specification Document;
2. "Customer" means the organisation or person who purchases goods and services from the Supplier;
3. "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable;
4. "Specification Document" means a statement of work, quotation or other similar document describing the goods and services to be provided by the Supplier;
5. "Supplier" means "Beam Ltd, Northavon Business Centre, Dean Road, Yate, Bristol, BS37 5NH".

2. Acceptance of order

All contracts of sale made by Beam Ltd shall be deemed to incorporate these Terms and Conditions which shall prevail over any other document or communication from the party with whom Beam Ltd is dealing. All orders are accepted and fulfilled subject to these Conditions of Sale unless otherwise varied by agreement and confirmed in writing by Beam Ltd.

3. Prices

Goods will be charged at the price in effect at the time of ordering. Local VAT or sales tax, where applicable, will be charged at the current rate at the time of dispatch.

4. Payment

Payment must be to Beam Ltd. Payment terms for credit accounts, where granted at our discretion, are strictly 30 days from date of invoice. Beam Ltd will retain title to goods supplied until payment for the goods is received in full. Our methods of payment are as follows,

4.1. Credit card

We accept Visa, Mastercard, Switch/Maestro debit or credit cards via the Worldpay system. We will need your card number, security code and expiry date (also the start date and issue number for Switch) and the full name and address of the card holder. Your goods will be dispatched upon receipt of payment.

4.2. Cheque

We can accept Sterling or Euro cheques. We will send you a pro-forma invoice to provide the correct cost including delivery costs. We will dispatch your goods after we receive your order enclosing the cheque and the cheque has cleared.

4.3. BACS Telegraphic transfer

We can accept payment by BACS telegraphic transfer in Sterling or Euros. We will send you a pro-forma invoice to provide the correct cost including delivery costs and provide our bank details against which to make payment. This will ensure that the correct amount is transferred. You should allow 7 to 10 days for the transfer. The goods will be dispatched as soon as the transfer is received.

If you have any queries regarding payment terms or methods, please email our accounts department at: accounts@beam.ltd.uk

5. Delivery

Any time or date for delivery stated by Beam Ltd shall be treated as an estimate. Whilst every effort will be made to dispatch goods on time, no liability can be accepted by Beam Ltd for failure to deliver within agreed times.

Beam Ltd shall not be liable for any loss or damage whatsoever (including consequential loss or loss of profit) arising directly or indirectly from any delay in the delivery of all or any of the goods howsoever caused.

Beam Ltd will accept no liability for shortages, damage to or non-delivery of goods unless the Customer notifies Beam Ltd in writing within five days of receipt of goods.

All orders are subject to a delivery charge which includes postage, packing and insurance in transit. This charge will be added to the sales invoice. Any import duties and taxes are the responsibility of the customer.

6. Product Specifications

Beam Ltd reserves the right to alter or amend specifications without notice as part of our policy of continued improvement. Errors and omissions excepted.

7. Warranty

All Beam Ltd products are covered by a return-to-manufacturer parts-and-labour repair warranty against defective materials and/or workmanship, provided the product has at all times been subjected to normal and proper use. The warranty period is 1 year on all of our products.

The warranty shall be limited to our choice of repair, replacement or a refund. The refund, if offered, shall be either the original purchase price or the current price, whichever is lower.

Beam Ltd shall not be liable for a breach of the warranty if the defect has been caused by fair wear and tear, wilful damage, negligence, abnormal working conditions or failure to follow written guidelines and good trade practice as to the storage, installation, commissioning, use or maintenance of the goods; or the customer alters or repairs such goods without the written consent of Beam Ltd.

Extended warranty is available for an extra cost and is subject to the same warranty policy.

8. Returning a Faulty Unit

If the unit becomes faulty within the warranty period and has not been abused, you may return it to Beam Ltd for free-of-charge repair or replacement. If your unit becomes faulty after the warranty period or has been abused, you may return it to Beam Ltd for chargeable repair or chargeable replacement. Any products we send as replacements will be in a similar condition to those you returned or better. In the event of the product being obsolete, a product with identical or similar technical characteristics will be selected.

You must contact Beam Ltd for a RMA (returns number) before returning a product. Beam Ltd accepts no responsibility for units returned without a returns number. After requesting an RMA from Beam Ltd, overseas customers will receive a product return instruction to ensure that the goods are returned under the correct customs relief procedures.

If a product is returned and is found to have a fault and be within warranty, Beam Ltd will pay the return shipping cost to the customer, not including any customs charges or other duties and taxes.

If no fault is found with the product, Beam Ltd will, if requested, return the product at the customer's expense or carry out a repair at the customer's expense if asked to do so.

9. Intellectual Property Rights

All Intellectual Property Rights embodied in the goods will remain the property of the Supplier or the person or organisation those Intellectual Property Rights belong to.

10. Liability

Beam Ltd's liability will be limited to the value of the goods only and not for any consequential damages or losses howsoever caused. It is the customer's responsibility to verify that the product is suitable for the application.

11. General

These terms and conditions shall be governed and construed in accordance with the Laws of England and subject to the non-exclusive jurisdiction of the English courts.