

LIVINGSTON INDIA Pvt Ltd TERMS & CONDITIONS

Livingston India Ltd Standard Rental Terms & Conditions will apply at all times except where specifically varied in this quotation or notified in writing, prior to the commencement of any transaction, by an authorised executive officer of Livingston India Pvt Ltd.
(Details available on www.Livingston.co.in)

CURRENCY

All Prices quoted are in Indian Rupees, unless otherwise stated and are valid for 30 days from date of proposal.

DUTY & TAXES

Unless otherwise stated in the quote, the customer is additionally liable for all local duties, taxes and licences and is responsible for such until the equipment is returned to our depot.

DAMAGE WAIVER

Customer has the option to contract our Damage Waiver option. The terms and conditions are available on the web or attached to our quotation

INSURANCE

The customer has an obligation to arrange for suitable insurance cover for above equipment if your Company's general insurance policy does not cover Rental items. The customer must provide evidence of suitable insurance cover of all equipment supplied for full replacement cost on an all risks basis **within 48h in writing to Livingston India Pvt Ltd customer service when requested to do so. You acknowledge and accept that failure to provide such written evidence invites Livingston to invoice you immediately for replacement costs for the equipment.**
In addition to reimbursing Livingston the replacement cost of the missing/lost item(s).
Alternatively, we can accept a letter signed by an executive officer stating that in the event of the equipment being stolen or damaged then the customer accepts full liability and responsibility for the loss of the equipment at full replacement cost as per quotation.

AVAILABILITY

All Equipment quoted is subject to availability at the time of order. Whilst we will use our best endeavours to maintain quoted prices and delivery schedules, we reserve the right to amend them subject to availability and where appropriate, exchange rate fluctuations. Errors and Omissions Excepted

RENTAL PERIODS/RATES

Prices quoted are related to the period of rental specified in this quotation. Should the actual period of rental be shorter than the rental period initially agreed at the commencement of the Rental then the Owners reserve the right to re-calculate the rental rate based upon the actual period used.

EXTENSIONS

The customer has the option to extend the rental period. Livingston will remind the customer at least one working week before the end of the rental period to facilitate an extension should the customer so choose to accept. If the customer extends the rental period by retaining the goods b: not advising Livingston in writing before the end of the period c: by not making equipments available for collection then the contract would have been deemed to be extended at full rate tariff .The only way a customer can continue to enjoy the original quoted price is to send a Properly authorized Purchase Order before the end of the existing rental contract.

RENTAL TERMINATION

On rental termination the customer must make the equipment available for collection by Livingston's or the customer's freight forwarder as agreed in this quotation. Please note that any "Part Return" (Where the entire equipments originally sent are not returned) will incur additional logistics and shipping costs to the customers as the shipping cost in this quotation do not include "Part Return".
The equipment & all accessories supplied **must be securely packed for International Transport** using the same transit cases/boxes supplied. If returned in an unsuitable condition resulting in physical, mechanical or electrical damage, then the customer accepts liability and we will charge the full repair costs associated with bringing the equipment(s) back in to full working order. Package labels and documents must quote our rental reference number. Any delays incurred in collection of the equipment will result in additional costs to the customer & continuation of rental charges until equipment has been collected and/or customs clearance has been achieved.

INVOICING & PAYMENT TERMS

Invoicing is monthly in advance & commences the next day from shipment. Unless specifically notified in this quotation.
If Livingston has arranged for a Door-to-Door service then rental charges will terminate only after the day the equipment is collected and confirmed received by our Agent or freight forwarder. If Incoterms are either Ex-works UK, Freight-on-Board (FCA) or CIF to nominated Airport then rental charges will only terminate when the equipment has, either been confirmed received at Livingston's depot or confirmed received by our agent for onward shipping back to the UK

- Standard Payment Terms are 30 days from date of Invoice **subject** to account status or as shown on quotation. Any deviation from these terms must be specifically in writing and approved by an executive officer of Livingston India Pvt Ltd
- In special cases we will consider Payment by Confirmed Irrevocable Letter of Credit, paid in advance of shipment by monthly or quarterly instalments to cover the order period to the Bank.
- Bank Charges incurred for Remitting/Receiving Funds will be fully paid by the customer.
- **Our Service Tax Registration no: -AABCL8344GSD001**

Bank Details

HDFC Bank Limited
A-12, The Shopping Mall
DLF Qutub Enclave Phase 1
GURGAON-122002, HARYANA, INDIA.

Account Details

Account: 00442320003898
RTGS/NEFTIFSC: HDFC 0000044

Dollar Account: Correspondent Bank Details

Correspondent Bank Name : **JP Morgan Chase Bank, London, New York**
Correspondent Bank Swift Code : **CHASUS33**
Correspondent Bank Account number : **001-1-406717**
Additional Account Details SORT CODE : **CHIPS ABA:0002**
FEDWIRE ABA:021000021
CHIPS UID#354459

Sterling Account: Correspondent Bank Details

Correspondent Bank Name : **JP Morgan Chase Bank, London, UK**
Correspondent Bank Swift Code : **CHASGB2L**
Correspondent Bank Account number : **111-35191**
Additional Account Details SORT CODE : **609242**



FS 11035

ISO 9001: 2000

Livingston India Pvt Ltd
Registered in India No. 206454
A member of the Livingston Group.

Registered Office:
C-37 Connaught Place
New Delhi-110001

RECEIVING OF GOODS FAULT REPORTING

The customer must notify Livingston in writing " Email to customer service is acceptable "24hours of receipt of equipments if any problem with equipment. If the customer does not send this written notification the he is deemed that the equipment fit for purpose and full fonctionnable and will accrue the rental charges accordingly

ON-SITE FAULT REPORTING

The customer must notify Livingston India Pvt Ltd in writing " Email to customer service is acceptable " within 24 Hours if any of our products become faulty whilst on site. Subject to availability, we will arrange for replacement or provide a suitable alternative product where possible. If Incoterms are either Ex-works UK, Freight-on-Board (FCA) or CIF to nominated Airport then rental charges will only terminate when the equipment has, either been confirmed received at Livingston's depot or confirmed received by by our agent For onward shipping back to the customer accepts responsibility for the freight and logistics charges incurred for any replaced item(s) are at cost to the customer unless pre-agreed in this quotation.
Livingston is not and cannot be held responsible for any costs, lost of profits or delays suffered by the customer should any of our products fail on site.

QUALITY SYSTEMS

We operate a quality management system in accordance with our BSI requirements; registered to BS EN ISO 9002:1994 (certificate No.FS11035). All equipment complies with the legal requirements of the EMC Directive 89/336/EEC and can be supplied valid calibration on request to cover the period of rental on your PO. If the initial rental period is extended beyond the period specified on your order and subsequently the calibration date on any of our products expires then it will be incumbent on the customer to request a replacement if required.
Acceptance of an order may be subject to the granting of an appropriate Export Licence.

Once you have received this document, enter into discussions or negotiations, use the information or receive a quote it is deemed to be and shall constitute your acceptance of all these terms of business including those of Livingston UK Ltd in preference to & superseding any other terms of business you believe are in place including your own