

Conditions of Sale

General Terms of Supply: Unless otherwise specifically agreed upon, these General Conditions of Sale shall apply to and form part of all offers, quotations and agreements whereby the Company, offers or sells goods to another party (“the Buyer”). The Conditions of Purchase of the Buyer shall not apply, unless the Company has explicitly agreed in writing that the Conditions of Purchase of the Buyer shall apply to a specific offer, quotation or agreement.

Conclusion of Agreement: Unless otherwise specifically indicated in an offer, offers or quotations from the Company shall be free of Obligation. The Company may revoke a written quotation or offer within three working days of receipt of acceptance. All offers or quotations can be revoked even if they contain a date by which they must be accepted. Where no written offer has been made by the Company, any Order from the Buyer shall only be binding on the Company after it has been confirmed in writing by the Company.

Order Confirmations: Faxed orders which are also confirmed by post, must be clearly marked “CONFIRMATION ONLY” to avoid duplication. Where “CONFIRMATION” is not stated and the order then duplicated, a re-stocking fee will be incurred, where the Company is prepared to accept the return.

Prices: The Buyer shall pay to the Company the following: the prices for the goods and/or services supplied to the Buyer and any associated handling, packing and shipping charges. Such prices for goods and services will be those notified to the Buyer in advance by the Company. All prices are exclusive of VAT, which will be added at the appropriate current rate at the point of invoicing. Prices are subject to change without notice. Prices charged will be those ruling on the date of despatch. Written quotations will have a period of validity stated. Payment by Credit Card or Debit Card will attract a small surcharge.

Minimum Order: Orders are subject to a Minimum Goods Value of £25 Sterling before Packing, Carriage and VAT.

Delivery: Delivery dates shall never be regarded as the essence of any contract, and are not accepted as a strict

deadline. Where practicable delivery shall be made in the manner and carrier agreed with the Buyer, unless in the judgement of the Company the requested method of delivery is unsuitable. Although the Company will use its best endeavours to deliver by the requested delivery date, it shall not be liable in any way for any losses or costs so incurred by the Buyer, or any Penalty Costs, due to late deliveries. The risk of loss, damage or destruction to products supplied shall transfer to the Buyer when they reach the agreed point of delivery and then shall remain vested in the buyer.

Cancellation: Contracts and Orders may only be cancelled with the express permission of the Company. Where costs have been incurred on behalf of the Contract, the Company reserves the right to charge these to the Buyer, together with any cancellation costs incurred by cancelling Orders placed with suppliers.

Goods Damaged in Transit: Transit damage must be reported to the Company, in writing, within three days of receipt of the Goods. The original packing and Carrier Details must be retained for our Inspection.

Technical Information: Technical Information given by the Company is for guidance only and is given in good faith. However we cannot accept responsibility for any losses or damage so caused. Buyers must satisfy themselves as to the suitability or otherwise of our products for their application.

Liability: Liability is not accepted for any delays, loss, damage or injury arising from the use, or inability to use, any Goods supplied by the Company. The Company's liability extends only to the replacement, (or refund, at the Company's sole discretion) of any Goods agreed as being faulty. Determination of the suitability of the Company's goods or services for the specific use contemplated by the Buyer is the sole responsibility of the Buyer, and the Company shall have no responsibility or liability in connection therewith. Where the Company provides a product that requires special handling to avoid injury, then safe-handling instructions will be provided with the product. It shall then be the Buyer's responsibility to warn and protect its employees and others exposed to such

risk during the storage and use of the product. The Buyer assumes all risk and liability for loss, damage or injuries to persons or to property of the Buyer and others arising out of the presence or use of the Company products, except such statutory liability as may be provided for in English Law.

The Buyer shall have no remedy against the Company unless written notice of any non-conformity or breach is given to the Company within thirty days of receipt of the goods or service by the Buyer or his agent. Defects in the products or services supplied, notified in writing within the said period shall be rectified by the Company by either repair, replacement and/or refund of any purchase price paid, at the Company's discretion. Under no circumstance shall the Company be liable for damage consisting of loss of earnings, reduced revenues or any indirect or consequential damages. The Company's liability shall furthermore be limited to the nett invoice value, (being the gross invoice value less VAT), for the delivery or product or service with which the damage is connected. The Buyer shall indemnify the Company against any claim on whatever grounds from third parties which claim to have suffered from a product or service that the Company has supplied to the Buyer, or on the Buyer's behalf, except where the Buyer demonstrates that the Company, by virtue of the agreement or contract and the present General Conditions of Sale is liable for this damage to the Buyer, and must make recompense to the Buyer.

Under no circumstances shall any claim or suit be brought against the Company after the expiration of one year from the date of receipt of the product or service by the Buyer or his agent.

Quality Assurance: All Goods are manufactured and stored in accordance with the requirements of our Documented Quality Management System. All batches have a unique Lot Number for traceability.

This Lot Number must be quoted, together with the Delivery Note Number, if Goods are returned for any reason.

Warranty: The Company warrants that all products manufactured by the Company and any analytical services provided by the Company and delivered to the Buyer shall conform to the Company's specifications and Quality

Assurance System, or to such specifications or standards claimed by the Company when the product or service is sold. This warranty is in lieu of any other warranty expressed or implied. The Company makes no warranties for goods or services not manufactured or performed by the Company, except where any statutory rights are provided for by English Law. Warranty periods commence with delivery to the Buyer or his agent, NOT when the goods are put into service. However, the Company will use its best endeavours to ensure goods are of the highest quality. New Systems are guaranteed for 12 months. Re-conditioned Systems are guaranteed for 6 months. Consumables are guaranteed to be of merchantable quality at the time of sale.

Circumstances Beyond Control: Whole or partial non-compliance, (including, but not limited to, failure of or delay in delivery or non-conformity of the product or service), shall not be attributable to the Company if it is caused or results from any cause beyond the Company's reasonable control, including, but not limited to, war or similar situations, acts of terrorism, revolt, sabotage, boycott, strikes, blockades, or any other labour conflict, shortage of raw materials or additives, shortage of or damage to machines and/or means of storage or transportation, government measures (including foreign governments), such as prohibitions on transport, import, export or production, the non-obtaining of required licences or permits, natural disasters, fire, explosion, flood, emission of dangerous substances or gases.

Payment Terms

Payment: Unless otherwise agreed, and without prejudice to the right to demand advance payment if the Company considers grounds exist for this, payment shall be made within 30 days of the date of invoice, except where specifically agreed to by the Company in writing. The Company is entitled to make partial deliveries and invoice them separately.

Overdue Accounts: In the event of failure to make prompt payment, the Buyer shall be in default, without any proof of default or summons being required, and shall immediately be liable for interest charges of 1.25% per month, or, if higher, the statutory rate, on the amounts outstanding. Part of a month is considered a full month in the context of interest charges. All costs, both administrative, extra-judicial and judicial (including the costs of legal services), incurred by the Company in enforcing its rights against the Buyer, shall be for the Buyer's account. The administrative and extra judicial costs shall be at a minimum of 10% of the amount owed.

Retention of Title: All Goods and Services remain the Property of the Company until full payment has been received. Risk in the goods passes to the Buyer upon delivery to the Buyer's site or Agents. The Buyer shall remain a bailee only of the Goods until full payment is made. Where the Goods are hired or loaned to the Buyer, then risk in the goods remains with the Buyer or his Agent until the goods are received and signed for by the Company or the Company's Agent.

Disputed Accounts: Any dispute regarding an Account must be notified, in writing, to the Company within fourteen days of the Invoice Date, beyond this period the invoice will be considered as valid and binding on the Buyer.

Law of Contract: These Terms and Conditions of Sale together with any Contract with the Buyer, shall at all times be governed by English Law. No statutory rights shall be deemed to be affected by anything contained within these General Conditions of Sale. Any disputes arising shall be only resolved by English Law as applied in the English Courts.