

ROBSON SCIENTIFIC

STANDARD TERMS & CONDITIONS OF SALE

1. DEFINITIONS

- 1.1 "Buyer" means the person who buys or agrees to buy the goods from the Seller.
- 1.2 "Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.
- 1.3 "Delivery Date" means the date specified by the Seller when the goods are to be delivered.
- 1.4 "Goods" means the articles which the Buyer agrees to buy from the Seller.
- 1.5 "Price" means the price for the Goods excluding carriage, packing, insurance & VAT.
- 1.6 "Seller" means Robson Scientific.

2. CONDITIONS APPLICABLE:

- 2.1 These Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or Conditions which the Buyer may purport to apply under any purchase order confirmation of order or similar document.
- 2.2 All orders for goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.
- 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4 Any variation to these Conditions (including any special terms and Conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

3. THE PRICE AND PAYMENT:

- 3.1 The Price shall be the Seller's quoted price. The Price is exclusive of VAT which shall be due at the rate ruling on the date of the Seller's invoice.
- 3.2 Payment of the Price and VAT shall be due within 30 days of the date of the invoice.
- 3.3 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 2% above Nat West Bank Plc's base rate from time to time in force and shall accrue at such a rate after as well as before any judgment.

4. THE GOODS:

The quantity and description of the Goods shall be as set out in the Seller's quotation.

5. WARRANTIES AND LIABILITY:

The Seller warrants that the Goods will at the time of the delivery correspond to the description given by the Seller. Except where the Buyer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977 Section 12) all other warranties, conditions or terms relating to fitness for purpose, merchantability or condition of the Goods and whether implied by statute or common law or otherwise are excluded.

The Goods are Warranted against defective material and workmanship under normal use and application. The Seller's liability under this Warranty is limited to a period of 3 months after the goods have been delivered and is limited to the supply of a replacement product or part whereof and does not oblige the Seller to make repairs or any kind or to bear labour costs. The Warranty applies only if the goods are new and does not cover items which have been misused or abused nor if the goods are installed or operated other than in accordance with good practice.

The Seller will not be liable for loss or expense arising in connection with the use or inability to use the goods nor for consequential loss of damage of any kind nor charge of patent infringement. This Warranty does not extend to items considered to be consumed in the use of the goods. It is in lieu of all other Warranties and conditions implied or expressed which exceed the above obligations and which are hereby disclaimed and excluded.

The Seller's liability (if any) whether contractual or otherwise in respect of any defect in the goods or for any breach of this agreement or of any duty owed to the buyer in connection herewith shall be limited to the price of the goods in question. The Seller shall not be liable for any loss of any kind to the Buyer arising from any damage to the goods occurring after the risk has passed to the Buyer however caused nor shall any liability of the Buyer to the Seller be diminished or extinguished by reason of such loss.

6. DELIVERY OF THE GOODS

Delivery of the Goods shall be made to the Buyer's address on the Seller's estimated Delivery Date. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

All Delivery Dates are estimates only and the time of Delivery shall not be of the essence of the contract. The Seller shall not in any way be liable to compensate the Buyer in damages or otherwise for non-delivery or late delivery of the goods or any of them for whatever reason or for any loss consequential or otherwise arising therefrom unless the Buyer's claims are submitted in writing.

Should the Seller be prevented from or hindered in delivering the goods or any part thereof by reason of war, riot, explosion, fire, flood, strike, lockout, shortage of materials or labour or any cause beyond the Seller's control the time for Delivery shall be extended by a period equal to that during which the cause preventing or hindering Delivery exists.

7. ACCEPTANCE OF THE GOODS:

- 7.1 The Buyer shall be deemed to have accepted the Goods 48 hours after delivery to the Buyer.
- 7.2 After acceptance the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

8. TITLE AND RISK:

- 8.1 Risk shall pass on delivery of the Goods.
- 8.2 Property of the Goods shall not pass to the Buyer until the Buyer shall have paid the price plus VAT in full and no other sums whatsoever shall be due from the Buyer to the Seller.

9. REMEDIES OF BUYER:

- 9.1 Where the Buyer rejects any Goods then the Buyer shall have no further rights whatever in respect of the supply to the Buyer of such goods or the failure by the Seller to supply Goods which conform to the contract of sale.
- 9.2 Where the Buyer accepts or has been deemed to have accepted any Goods then the Seller shall have no liability whatever to the Buyer in respect of those Goods.
- 9.3 The Seller shall not be liable to the Buyer for late delivery or short delivery of the Goods.
- 9.4 The Seller shall be under no liability whatever to the Buyer for any direct or indirect loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by the Seller of this contract.
- 9.5 In the event of any breach of this contract by the Seller the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the Price of the goods.

10. INSOLVENCY:

If the Buyer ceases to pay his debts in the ordinary course of business or cannot pay his debts as they become due or being a company is deemed to be unable to pay its debts or has a winding up Petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him, the Seller without prejudice to other remedies shall (i) have the right not to proceed further with the contract or any other work for the Buyer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the Buyer such surcharge to be an immediate debt due to him and (ii) in respect of all unpaid debts due from the Buyer have a general lien on all goods and property in his possession (whether worked on or not) and shall be entitled on the expiration of 14 days notice to dispose of such goods or property in such manner and at such price as he thinks fit and to apply the proceeds towards his debts.

11. PROPER LAW OF CONTRACTS:

This contract is subject to the law of England and Wales.