

1 -GENERAL

(a) In these conditions "Company" shall mean Lab 3 Ltd. "Customer" shall mean the person firm company organisation or agent placing the Order or on behalf of which or whom the Order is placed for the Goods and/or Services. "Goods" shall mean the goods or materials, which are the subject of the Order. "Services" shall mean services of any type, which are the subject of the Order. "Order" shall mean a request, written or verbal, by the Customer to the Company to supply Goods and/or Services.

(b) Goods Services information advice are sold or supplied only on these conditions which shall apply to each and every transaction unless otherwise agreed in writing by a Director of the Company.

(c) These conditions shall apply and prevail over any conditions contained or referred to in the Order.

(d) The placing of an Order by the Customer shall be deemed to be acceptance of these conditions.

(e) The Company reserves the right to amend accidental errors or omissions in its documentation.

(f) Any notice sent by recorded delivery to the last-known address of the Customer will be deemed to have been received by the Customer.

(g) These conditions shall be governed by and construed in accordance with the Laws of England.

(h) Nothing in these conditions shall be construed as excluding or restricting any statutory liability or rights which under law must not be so excluded or restricted.

(j) Clause headings are for reference only and do not affect interpretation of these conditions.

2-SPECIFICATIONS AND LIABILITY

(a) Specifications descriptions illustrations given in the Company's quotations or documentation are intended merely to present a general idea of the Goods and do not form part of any contract and are subject to alteration by the Company without notice. The Company reserves the right to supply Goods to the specification and/or design current at the time of despatch.

(b) Except where stated otherwise all weights capacities percentages calibrations and dimensions are nominal and approximate.

(c) Preference is given by the Company to suppliers who have quality systems officially accredited to ISO 9000 but not all goods supplied by the Company come from such approved sources. Customers will be advised regarding the quality assurance status of any Goods on request.

(d) The Company markets Goods which are intended for use only by or under the supervision of suitably qualified persons. Where it is proposed to transport use or store Goods supplied by the Company in any application or manner which may involve the possibility of danger to persons or property, it is solely the responsibility of the Customer to establish by testing or otherwise that the goods are suitable for such transport use or storage and that adequate safety precautions are taken. The Company shall incur no liability whatsoever for injury or loss of any description including consequential loss arising directly or indirectly from its negligence or from any use of Goods or any Services information or advice supplied by the Company or its agents except where such liability is a statutory requirement.

(e) Goods are supplied as being of the kind and quality ordered but are not otherwise sold

as being suitable for any particular application. The sole and exclusive liability of the Company for any goods proved to the Company's satisfaction to be defective or non-conforming shall be replacement without charge or refund of the purchase price in the Company's sole discretion. The Company shall not be liable for any incidental consequential or contingent damages. The Company's liability under this clause shall be in lieu of any warranty or condition implied by law as to the quality or fitness for purpose of the Goods.

(f) The Company shall not be liable for loss or injury of any description arising from any cause outside its control.

(g) No warranty is given that the use or sale of the Goods will not cause the Customer or his agent to infringe any letters patent, copyright, registered design, trade mark, trade name or intellectual property rights and the Company has no liability whatever to the Customer in this connection.

(h) The Goods are not intended for use as or to come into contact with food or drink for human consumption or for use as drugs for humans.

(j) In the case of certain Goods, orders must be signed by the Customer who must state his name address trade business or profession and the purpose for which each of the Goods is required.

(k) Notification of any defects or non-conformities in the Goods with full details must be made to the Company in writing within seven days of discovery. When required by the Company such Goods must be returned for inspection.

3-QUOTATIONS, PRICES AND ORDERS

(a) The Company's quotations do not constitute an offer, are for information only and do not form part of any contract and are valid for not more than thirty days unless otherwise stated.

(b) All prices quoted or shown in the Company's documentation are net, ex-warehouse, unpacked and are subject to change by the Company without notice.

(c) All goods are supplied at prices ruling at the date of despatch.

(d) All prices and charges quoted or shown in the Company's documentation are exclusive of VAT which will be added at the rate applicable at the official tax-point date. Any additional charges for packaging handling delivery etc. are also subject to VAT.

(e) The Company reserves the right to charge extra to quoted or list prices for carriage and/or delivery but such charges may be waived at the discretion of the Company.

(f) There is no minimum order value but the Company reserves the right to place a handling charge on orders of less than £50.

(g) The Company reserves the right to add to the list or quoted price any additional costs incurred if the Customer is not able to receive goods as arranged.

(h) The Company reserves the right to make an additional charge for packing, handling, containers, delivery.

(j) All goods are offered subject to availability.

(k) Orders may only be cancelled with the prior written consent of a Director of the Company and the Company reserves the right to make a charge for cancellation and any costs or loss incurred.

(l) Requirements must be clearly defined. Vague requests e.g. "as previously supplied" are not acceptable as binding on the Company.

(m) The Company reserves the right to make additional charges for Certificates of Analysis, Conformity or Calibration etc.

4 -RISK IN AND TITLE TO GOODS

(a) All risk in relation to the Goods passes to the Customer upon delivery but the title to the goods remains vested in the Company until all sums owed by the Customer to the Company on whatsoever account have been paid in full.

(b) The Customer may in the normal course of his business, use or deal in the Goods but if any Goods to which the Company has title are sold or used in products sold to a third party the Customer shall be the Trustee for the entire proceeds of such sale and the Customer shall place any such proceeds in a separate account so that they are identifiable at all times as the Company's monies. Nothing herein shall constitute the Customer the agent of the Company for the purposes of such sub-sale or for any other purpose.

(c) Nothing in these conditions shall prejudice the right of the Company to be paid in full at the due date for any Goods or Services supplied.

(d) If payment of the whole price of the Goods is overdue the Customer grants to the Company or its agents the immediate right and license to enter upon the Customer's premises and repossess any goods in which the Company has retained title.

(e) If a Customer who owes money to the Company for any Goods and/or Services becomes the subject of any action or procedure in connection with any actual or impending insolvency bankruptcy receivership administration order or winding up then the Customer must immediately inform the Company accordingly and the Customer must not use, sell or otherwise dispose of any goods in which the Company has retained title but must immediately return them to the Company.

5 - DELIVERY

(a) Delivery dates are given in good faith and are normally met but are subject to change without notice. The Company shall not be liable for any loss or damage, direct or indirect due to any failure or delay in delivery or failure to notify expected delay.

(b) Any damage or loss in transit must be notified immediately and confirmed in writing to the Company and any carrier concerned within three days of delivery of the goods. Any other shortages or errors must be notified and confirmed in writing to the Company within three days of delivery of the goods.

(c) Any non-delivery must be notified in writing to the Company within fourteen days of the date of invoice.

(d) Failure by the Customer to notify in accordance with these conditions shall invalidate any claim.

(e) The Company reserves the right to deliver pack sizes different from those ordered.

(f) Where goods are collected from the premises of the Company the Customer or his representative must ensure that all statutory requirements relating to the transport carriage and handling of the goods are complied with.

(g) Any special delivery requirements must be notified to the Company with the Order.

6 - PAYMENT

(a) For Customers holding an account with the Company or otherwise approved by the Company payment in full shall be made within thirty days of the date of invoice. For other Customers a remittance must accompany orders.

(b) The Company reserves the right to charge interest on overdue accounts at the rate of five per cent above the current base rate of the Company's bankers.

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