

## STANDARD TERMS AND CONDITIONS OF SALE

## Definitions

'the Company' means Semelab Limited Company Number 6649272. 'the Buyer' is the person referred to as the buyer on the front sheet. 'Goods' are those referred to on the front sheet.

1. General Unless otherwise expressly agreed in writing by a Director of the Company all goods are sold upon the following terms and conditions and no agent or representative of the Company has any authority to vary or omit these terms and conditions or any of them and any terms or conditions printed on the Buyer's order forms are binding only insofar as they are not at variance with these terms and conditions and they have been specifically agreed to in writing by a Director of the Company.

## 2. Quotations, Acceptance And Prices

2.1 Quotations issued by the Company whether verbally or in writing do not constitute offers and the Company reserves the right to withdraw or revise the same at any time prior to the Company's acceptance of the Buyer's order.

2.2 The Company's acceptance of the Buyer's order shall be effective only where made in writing and no contract shall be concluded until such written acceptance is given.

2.3 Prices quoted or listed by the Company are based on the prices of the Company's suppliers or the Company's estimated costs at the time of quotation or listing and are subject to adjustment prior to despatch to cover any increase in such prices or costs or in taxation or duty or any variation in exchange rates which might take place prior to delivery.

2.4 Unless otherwise specified prices are exclusive of packaging carriage insurance VAT and any other duty or tax payable by the Buyer which shall be added to the price.

## 3. Delivery

3.1 The Company will use all reasonable endeavours to deliver at the time stated but delivery dates shall be regarded as estimates only. The Company shall not be liable for any delay occasioned by any cause whatsoever beyond the Company's control.

3.2 Goods shall be deemed to be delivered when they leave the premises of the Company or as the case may be the premises of the Company's suppliers in circumstances where the Goods are delivered direct from such suppliers. Delivery other than as aforesaid shall be at the cost and risk of the Buyer.

3.3 In the case of delivery of goods by instalments the Buyer will not be entitled to treat the delivery of faulty goods in any one instalment or the late delivery or non-delivery of any one instalment as a repudiation of the whole contract.

3.4 If the Buyer fails to give delivery instructions within 14 days of being notified the Goods are ready for delivery the Company shall (without prejudice to any other rights or remedies available to it) be entitled (but not bound) to store the Goods at any available place at the Buyer's expense and risk (the Company may insure the Goods in storage at the Buyer's cost if the Buyer so requests in writing).

3.5 Unless agreed otherwise the Goods will be consigned by the means of transport most appropriate to the Buyer's order (as determined by the Seller) to the address specified by the Buyer in writing.

3.6 The cost of carriage and packaging (including cases and materials) will be charged to the Buyer on the invoice for the Goods at the time of despatch (the Company may insure the Goods in transit at the Buyer's cost if the Buyer so requests in writing). Packing cases and materials are non-returnable unless otherwise stated.

## 4. Risk And Title To Goods

4.1 The risk in the Goods passes to the Buyer upon delivery but property in the Goods remains vested in the Company and shall only pass from the Company to the Buyer upon full payment being made by the Buyer of all sums due on whatsoever account or grounds to the Company from the Buyer. In the event of the Goods being sold by the Buyer in such a manner as to pass to a third party a valid title to the Goods, whilst any such sums are due as aforesaid, the Buyer shall be the trustee for the Company of the proceeds of such sale or to the claim for such proceeds and the Buyer shall place such proceeds in a separate bank account. The Company's rights under this sub-clause 4.1 shall attach to the proceeds of such sale. Nothing herein shall constitute the Buyer the agent of the Company for the purposes of any such sub-sale.

4.2 The Buyer agrees that prior to full payment being made as aforesaid the Company may at any time repossess the Goods and enter upon the Buyer's premises and remove the Goods therefrom (and dispose of the same in any manner it may decide) and that prior to such payment the Buyer shall keep such goods as fiduciary agent and bailee and separate and identifiable for this purpose.

4.3 In the event of the Goods becoming constituents of or being converted into other products whilst sums are due as provided in sub-clause 4.1 hereof the Company shall have the ownership of and title to such other products (but not by way of a charge) as if they were the Goods and accordingly this Clause 4 shall so far as appropriate apply to such other products subject to the Buyer's right to the surplus of any monies realised by the said products in excess of those due to the Company as provided herein.

4.4 Any implied authority that the Buyer shall be entitled to sell the Goods and pass property in the same to third parties in the normal course of its business or manufacture products out of the same or sell such products will continue otherwise notified to the Buyer by the Company or until the happening of any of the following events:-

4.4.1 any notice to the Buyer that an Administrative Receiver or other Receiver or Manager is to be or has been appointed in respect of its undertaking or a material part thereof or other property or assets;

4.4.2 any notice to the Buyer that a petition to wind up the Buyer is to be or has been presented to the Buyer under Section 124 of the Insolvency Act 1986 or otherwise or any notice to the Buyer of a proposal to pass a Resolution to wind up the Buyer (including any proposal by the Buyer so to do);

4.4.3 a decision by the Buyer to make a voluntary arrangement or composition with its creditors or any notice to the Buyer and/or any of its creditors that a proposal for the same is to be or has been made;

4.4.4 the Buyer becoming unable to pay its debts as such expression is defined by the Insolvency Act 1986;

4.4.5 any notice to the Buyer that it is to be the subject of a petition for an Administration Order presented to the Courts or the making of an administration Order in respect of the Buyer; and upon the happening of any such events the Buyer shall immediately notify a Director or other authorised officer of the Company.

4.5 On receipt of written notice from the Company or on the happening of any of the events set out in sub-clause 4.4 above the Buyer's implied authority to sell the Company's goods shall be immediately withdrawn and all such goods and products made therefrom shall immediately be delivered to the Company.

5. Notification Of Loss Or Damage The Company must be informed in writing within seven days (excluding Saturdays, Sundays or Public Holidays) of delivery of goods in the event of any shortage or damage and within ten days of receipt of invoice or notification of despatch whichever is the earlier in the event of total non-delivery of goods within the United Kingdom (and within 14 days of receipt of invoice or notification of despatch whichever is the earlier in the event of total non-delivery of goods outside the United Kingdom) otherwise the Goods shall be deemed to have been accepted by the Buyer as being good order and in conformity with the contract.

## 6. Returned Goods And Cancelled Orders

6.1 No order for goods may be cancelled nor may goods be returned without the Company's prior consent in writing and if such consent is given they must be returned at the Buyer's expense in the original condition and the original packing and:-

6.1.1 if the Buyer cancels any contract in respect of manufactured goods or returns manufactured goods after the Company has issued its confirmation of order the Buyer shall compensate the Company for all costs charges and expenses incurred by the Company including loss of profit by reason of such return or cancellation; or

6.1.2 if the Buyer cancels any contract in respect of other goods or returns any other goods after the Company has issued its confirmation of order the Buyer will be charged a handling charge 75% of invoice value plus VAT at the current rate.

6.2 In the event of cancellation or return by the Buyer of part only of an order the Company shall be entitled to re-calculate the price for the retained or uncanceled part of the order as if it constituted the whole order and to re-invoice the Buyer accordingly.

## 7. Payment

7.1 Unless otherwise agreed in writing by a Director or Sales Executive of the Company payment of invoices is to be made in full without any deduction or set-off within 30 days of the invoice. Failure to make due payment in respect of deliveries or instalments under this or any other contract between the Buyer and the Company shall entitle the Company to delay, suspend or cancel deliveries in whole or in part at its option.

7.2 If payment is not made in full by the due date the Company reserves the right to charge interest to the Buyer at the rate of 3% per annum above base rate from time to time of Barclays Bank plc on the unpaid balance (such interest to accrue on a day to day basis from the due date stated in the invoice (as well after as before any judgment) and the Buyer shall indemnify the Company against all costs and expenses (including any legal costs and expenses on a full indemnity basis) incurred or sustained by the Company in recovering sums due or in exercising its rights pursuant to this clause 7, in each case without prejudice to any other rights and remedies available to the Company.

7.3 Payment shall be due whether or not property in the Goods has passed by virtue of Clause 4 above and the Company shall (without prejudice to any other right or remedy) accordingly be entitled to sue for the price once the same is due even if property in the Goods has not passed.

## 8. Liability

8.1 The Buyer shall inspect the Goods upon delivery. The Company will make good at its option by repair or replacement any defects in the Goods due solely to defective workmanship or materials which are notified to the Company and in the case of any defect discoverable upon reasonable examination such notification must be made within 14 days from the date of delivery and in the case of any defect not discoverable upon reasonable examination such notice must be made within a reasonable period of the date such defect is actually discovered provided that:-

8.1.1 the aforesaid obligations on the Company shall not extend to defects caused by wilful damage negligence (other than by employees or agents of the Company) incorrect storage or application movement installation or defects caused by fair wear and tear; and

8.1.2 if required by the Company at the Buyer's cost the Goods are returned within fourteen days of notification of the defect packaged and transported in accordance with the Company's requirements; and

8.1.3 the aforesaid obligations on the Company shall in any event only apply for a period of three months from the date of delivery.

8.2 Save as herein set out and for liability for death or personal injury resulting from negligence on the part of the Company and save for breach of the Company's statutory implied undertakings as to title all express or implied conditions representations or warranties as to description, quality or fitness of the Goods or otherwise are expressly excluded.

8.3 Save for liability for death or personal injury resulting from negligence of the Company the Company shall not be liable under any one claim or under the total of all claims arising from any one act or default of the Company however such claim or claims arise (be it by negligence or otherwise) for any loss which exceeds the price of the Goods which are the subject of the claim PROVIDED THAT the Company shall not be liable for any consequential or indirect loss or loss of profits or of contract whatsoever (whether arising by the Company's negligence or otherwise).

9. Patent And Intellectual Property Rights The Buyer shall indemnify the Company fully against all liabilities costs damages and expenses which the Company may incur in respect of supply or manufacture of any goods in accordance with the Buyer's specifications involving alleged infringement of any patent or other intellectual property.

10. Force Majeure The Company shall not be liable to the Buyer for any loss or damage which may be suffered by the Buyer as a direct or indirect result of the supply of goods by the Company being prevented, hindered, delayed or rendered uneconomic by any cause whatsoever beyond the Company's control and in particular but without prejudice to the generality of the foregoing by Act of God, war, riot, civil commotion, Government controls restrictions or prohibitions or any other Government act or omission whether local or national, fire, flood, subsidence, sabotage, accident, break-down of plant or machinery, strike or lock out, trade dispute or labour disturbance or difficulty or increased expense in obtaining workmen, materials or transport or other circumstances affecting the supply of goods or raw materials therefor by the Company's normal source of supply or the manufacture of the Goods by the Company's normal means or the delivery of goods by the Company's normal route or means of delivery.

11. Safety Instructions The Buyer undertakes with the Company that it will ensure compliance so far as is reasonably practicable by its employees agents licensees and customers with any instructions given by the Company or the manufacturer for the purpose of ensuring that the Goods will be safe and without risk to health when properly used and will take any other steps or precautions as having regard to the nature of the Goods are necessary to preserve the health and safety of persons handling using or disposing of them.

12. Export Control The Buyer acknowledges that the Goods or technical data relating thereto are or may be subject to export control restrictions applicable to the Company and/or Buyer under UK or foreign laws or regulations. The Buyer will not do or omit to do anything that would place the Company in breach of the said laws or regulations. The Buyer shall obtain all such necessary governmental authorisations and consents for the export or re-export of the Goods or technical data.

13. Legal Interpretation Any agreement to which these terms and conditions apply shall be governed and construed in accordance with English Law and any dispute arising out of or in connection with such agreement shall be determined by the English Courts.

## 14. Severance And Waiver

14.1 In the event of any part of these conditions being ineffective for any reason, the remainder thereof shall constitute the conditions binding upon the parties.

14.2 Failure or neglect by the Company to enforce at any time any of the provisions hereof shall not be construed as nor be deemed to be a waiver of the Company's rights hereunder nor shall such failure or neglect in any way effect the validity of the whole or any part of these terms and conditions and the Company's right to take subsequent action shall not be prejudiced thereby.