

# Laboratory Impex Systems Limited

## Standard Terms and Conditions of Sale

### General

THE FOLLOWING CONDITIONS SHALL APPLY TO ALL ORDERS:

#### 1. Definitions

"Seller"	shall mean Laboratory Impex Systems Limited of Impex House 21 Harwell Road, Nuffield Industrial Estate, Poole, Dorset BH17 0EG.
"Quotation"	shall mean a formal offer by the Seller, made on the Seller's official Quotation form, to supply certain goods and/or services at the prices and within the timescales specified thereon subject to these terms and conditions.
"Buyer"	shall mean the person, firm or company at whose application the Seller provides the Goods under these conditions and by whom the relevant charges are payable.
"Goods"	shall mean all goods, materials, services and equipment to be supplied by the Seller to the Buyer.
"Contract"	shall mean the agreement between the parties governing the supply of Goods and shall include these terms and conditions, the Quotation, Pro-forma Invoice, the Buyer's order for the Goods and the Seller's acceptance thereof.

#### 2. Contracts

- The Seller's Quotation is an offer to supply the Buyer with the Goods subject to these terms and conditions. The Quotation shall remain valid and open for acceptance for the period specified therein but the Seller reserves the right to revise or withdraw the Quotation at any time prior to its acceptance by the Buyer.
- Acceptance of the Seller's Quotation by the Buyer shall include acceptance of these terms and conditions and any other conditions mentioned in the Quotation. However, notwithstanding any such acceptance, the Seller shall not be under any obligation to supply the Goods in accordance with the Contract until it has accepted the Buyer's order in writing.
- An accepted order may only be cancelled or varied with the Seller's consent. The granting of such consent shall not in any way prejudice the Seller's right to recover from the Buyer full compensation for any loss or expense arising from such cancellation or variation.

#### 3. Specifications

- All descriptions, statements, drawings and specification contained in brochures or other advertisement matter are intended to provide general information regarding the goods described therein and the Seller will not be bound by any such descriptions, statements, drawings or specifications unless expressly stated in the Contract.
- The Seller reserves the right to revise or amend the specification of the Goods at any time provided that any revisions or amendments do not impair the operation of the Goods or affect the price or the planned delivery date therefor.

#### 4. Delivery of the Goods

- The Seller shall supply the Buyer with the Goods specified in the Contract. The Seller shall take all reasonable steps to meet any deliver dates quoted but all such dates shall be estimates only and the Seller shall not be liable for failure to meet them.
- The Buyer shall notify the Seller within five days of delivery of any obvious damage or shortage otherwise delivery will be deemed to be complete.

#### 5. Passing of Risk and Title

Risk in the Goods shall pass from the Seller to the Buyer on delivery of the Goods in accordance with Clause 4 above. Title shall pass on payment for the Goods in accordance with Clause 6 below. Until full payment for the Goods has so been made, the Buyer shall ensure that the Goods are clearly marked as being the Seller's property.

#### 6. Price and Terms of Payment

- The Buyer shall pay the price for the Goods as specified in the Contract. Payment for the Goods shall become due in the amounts and at the times specified in the Contract.
- The buyer can only claim a discount after full payment is made within the Sellers payment terms
- Unless otherwise agreed, prices include the Seller's standard inspection and works testing, suitable packaging and delivery within the United Kingdom. Any additional testing, non-standard packaging requirements, delivery overseas or installation work may be arranged by the Seller if requested by the Buyer, subject to the payment of additional charges which will be covered by a separate Quotation.
- All Prices quoted shall be exclusive of Value Added Tax or any other similar tax or levy which may be payable thereon. Such taxes or levies will be added to the Seller's invoice, as appropriate, at the rate prescribed by legislation.
- The Buyer shall pay the Seller within the specified payment terms of the date of the Seller's invoice. Interest may be charged on sums overdue both before and after judgment at the rate of 2% per month calculated on a daily basis from the date payment was due until the date payment is received, such interest to be compounded monthly.
- If the accuracy of any invoice is contested, the Buyer shall pay the amount not in dispute pending reconciliation of the reported discrepancy.
- In the case of credit / debit card disputed transactions the Seller will take all reasonable steps to resolve disputes with cardholders.
- A payment by Credit card will incur a 3.25% handling charge. Debit card payments incur no charges. Credit/Debit card payment must be made by the secure payment service on the Sellers website or direct by phone to the Seller.

#### 7. Cancellation of Order

- Cancellation of any Contract must be given in writing and is not operative until written confirmation of our acceptance thereof has been received by the Buyer. We reserve the right to refuse acceptance of any cancellation without assigning any reason. Acceptance of cancellation can only be on condition that the Buyer indemnifies us against all loss occasioned by us including any profit loss.

#### 8. Return of Goods

- The Buyer may only return Goods to the Seller, and receive a credit or refund, on the following conditions.
  - The Buyer must contact the Seller and obtain the consent of the Sellers Senior Director.
  - Goods must be returned to us in their original condition and packaging free from damage, which will enable them to be immediately fit for resale.

#### 9. Warranty

- The Seller warrants that for a period of 12 months from delivery of the Goods to the Buyer the Goods will function correctly. The Seller will at its own option and expense repair or replace all defective parts which under proper use, care and maintenance fail to function correctly provided that such failure:-
  - Is notified promptly to the Seller within the period specified above; and
  - Arises solely from faulty design or use of defective materials or workmanship; and
  - Occurs during normal use of the Goods having regard in particular to the Seller's and other agreed applicable specifications and instructions.
- The Buyer shall return the defective Goods at its own risk and expense to the Seller. Replaced defective Goods shall become the property of the Seller and replacement Goods shall become the property of the Buyer. Replacement Goods will be delivered to the Buyer at the Seller's risk and expense.
- The Seller accepts no liability in respect of the defects or failures which are caused by fair wear and tear, accident, neglect, installation or servicing by a party other than a person or company approved by the Seller, use of the Goods other than in accordance with the Seller's and other agreed applicable specifications and instructions, in combination with equipment not supplied or approved by the Seller or for a purpose for which they were not intended, abnormal environmental conditions or additions to or modification of the Goods carried out without the Seller's prior written consent. The Seller reserves the right to make a charge for work required for any of the reasons listed above or for the investigation of reported faults where no fault is found to exist.
- All Goods replaced or repaired shall bear the balance of the warranty period as shall remain form the date of repair or replacement of the Goods until the end of the warranty period.
- In the case of Goods not manufactured by or on behalf of the Seller, the Buyer shall be entitled to the benefit of any warranty offered by the manufacturer of such Goods only to the extent to which the Seller is able to transfer it to the Buyer.
- This warranty constitutes the sole liability of the Seller with regard to the Goods. No other warranties express or implied, are made with respect to the Goods and the Seller expressly disclaims any warranty not stated herein.

#### 10. Maintenance

- It shall be the Buyer's responsibility to arrange for maintenance of the Goods, if required, to be carried out by a person or company approved by the Seller.

#### 11. Liability

- Nothing in the Contract shall be effective to exclude or restrict the liability of either party for death or personal injury caused by the negligence of its employees, agents or subcontractors.
- Nothing in the Contract shall be effective to exclude or restrict the liability imposed by the Consumer Protection Act 1987 for damage caused by defective products except to the extent permitted by that Act.
- The liability of the Seller to the Buyer for direct loss or damage to property, whether in contract, tort (including negligence and breach of statutory duty) or otherwise arising out of or in connection with the Seller's performance of or its total or partial failure to perform its obligations under the Contract, shall, in respect of any one incident or series of incidents attributable to the same cause, be limited to the sum of £50,000 (Fifty Thousand Pounds) or the value of the contract, whichever is the lesser.
- The Seller shall not in any circumstances be liable in contract, tort (including negligence and breach of statutory duty) or otherwise, for loss, whether direct or indirect, of profits, business or anticipated savings or for any indirect, special or consequential loss, howsoever caused or arising.
- Except to the extent explicitly stated elsewhere in the Contract, the Seller accepts no liability for the accuracy of any representations, statements made or advice given or the consequences of reliance by the Buyer thereon.
- The Buyer shall indemnify and hold the Seller harmless against any damages, charges or costs (including court costs and legal fees) arising from any actions, claims or proceedings brought by a third party alleging loss or damage arising out of the Seller's performance of or total or partial failure to perform its obligations under the Contract.

#### 12. Intellectual Property Rights

- The Seller warrants that, so far as it is aware, use of the Goods by the Buyer will not infringe any third party patents, copyrights or other intellectual or industrial property rights within the United Kingdom.
- The Buyer hereby acknowledges that, notwithstanding the provisions of Clause 5 above, copyright and/or any other intellectual property rights which subsist in the Goods or any software contained within the Goods are and shall remain the absolute property of the Seller.

#### 13. Bankruptcy

- The Seller may terminate the Contract forthwith by giving notice in writing if the Buyer becomes bankrupt or insolvent or being a company, goes into liquidation (other than for the purposes of a bona fide amalgamation or reconstruction) or has a receiver, manager, administrator or like person appointed under the Insolvency Act 1986 and such appointment is not discharged within 30 days of being made.
- Exercise by the Seller of its rights under this clause shall be without prejudice to any other rights or remedies it may have and shall not affect any rights accrued or obligations arising on or before the date of termination.

#### 14. Force Majeure

The Seller shall not be liable to the Buyer for failure to fulfill any obligation hereunder where such failure was due to circumstances beyond the Seller's reasonable control including but not limited to any acts of the UK Government.

#### 15. Notices

All notices to be sent by one party to the other under or in connection with the Contract shall be delivered by hand or sent by registered post to the registered address of the parties as specified in the Contract, or to any other address as has been notified in accordance with this clause.

#### 16. Waiver

Failure by either party to exercise any right or remedy under the Contract shall not signify acceptance of the event giving rise to such right or remedy, nor shall it constitute a waiver of such right or remedy.

#### 17. Severance

Each paragraph and provision hereof is severable from the rest of the contract and, if one part should be found to be invalid, illegal or void, for any reason, it shall not affect the validity or legality of any other part and the remaining parts shall continue to have full force and effect.

#### 18. Entire Agreement

# Laboratory Impex Systems Limited

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18.1 The Contract is the entire agreement of the parties concerning the subject matter hereof and supersedes all prior agreements, negotiations, representations and proposals, whether written or oral.

18.2 No amendment to the Contract shall be valid unless agreed by the Seller and evidenced in writing.

18.3 In the event of conflict between any provisions contained in the Contract, it shall be resolved by applying the Contract documents in the following order of precedence (prevailing document first)

- these terms and conditions
- the Quotation
- the Buyer's order for the Goods

### 19. Law and Jurisdiction

The Contract shall be governed by and construed in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

### 20. Export Sales

WHERE THE GOODS ARE SUPPLIED OUTSIDE THE UK, THE FOLLOWING CONDITIONS SHALL APPLY IN ADDITION TO THE GENERAL CONDITIONS :-

#### 20.1 Export and Import Licenses

The Seller's obligation to supply the Goods shall be subject to the granting of the necessary export and import licenses.

#### 20.2 Exchange Rates

All prices in local currency are subject to currency exchange rate changes – seller reserves the right to change the price should the exchange rate fluctuate by more than 2%. Exchange rate used for price calculation will always be stated on the quotation or on the last page of the price list.

#### 20.3 Warranty

As stated in 9.2, the buyer shall arrange to return defective goods at its own risk to a service centre recommended by the seller.

The buyer is responsible for ensuring all necessary shipping documentation is provided with returned goods (i.e. temporary importation). Seller will not accept liability for any taxes or duties that may be as a result of incorrect or lack of documentation.

### 21. Documentation

#### 21.1 Standard Documentation

The quantity, content and/or format of all documentation supplied to the buyer shall be that normally produced and supplied by LIS under the prevailing QMS unless specifically otherwise agreed in writing in an LIS Tender Response or Quotation. This applies to all LIS standard product and also when the scope of supply includes an element of design, customisation or configuration.

#### 21.2 Contract Specific Documentation

LIS may on occasions agree to prepare documentation to the content and/or format as specified by the buyer. This variation from standard LIS documentation must be fully specified by the buyer and agreed by LIS on a contract specific basis in the tender or quotation documents.

LIS reserve the right not to provide contract specific documentation that may be called for in lower tiers of the buyer's procurement documentation which may subsequently be produced during the duration of the contract if this was not clearly requested and agreed in the tender or quotation documents.