

1. All business undertaken by ROMIL Ltd 'the Company' is transacted subject to these Conditions. All other terms and Conditions are excluded. Any variations in these Conditions must be expressly accepted by us in writing by a Director of the Company even though Buyer's enquiry/invitation to tender or order may state otherwise.

2. All quoted prices are packed and delivered Great Britain mainland unless specified to the contrary. We reserve the right to invoice goods at the prices prevailing and at the VAT rates ruling at the date of despatch.

3. (i). Any illustrations and specifications in our literature are as accurate as possible at the time of printing but we reserve the right to make alterations in detail as and when designs and specifications are revised. We reserve the right to supply goods conforming to the latest designs and specifications and the Buyer shall have no claim in respect of any discrepancies between the goods supplied and those described in illustrations and specifications subject to the goods being of comparable quality.

3. (ii). Any warranty whether specific or implied in respect of any product supplied by the Company shall be dependent upon correct installation, handling, storage and operation by the Buyer.

4. We undertake to supply goods at their quotation price for a period of 28 days inclusive from the date of quotation unless specified and agreed otherwise in writing by an authorised employee.

5. We reserve the right to impose a 'delivery charge' or a 'small value order cost' on small orders giving you the option to cancel the order or to increase the order so as to avoid the small value order handling/delivery charge.

6. We shall despatch goods by the most appropriate method which may be by post, private or public carrier.

7. We make every effort to abide by any agreed delivery date but we can accept no liability in respect of non-delivery or delayed delivery. Deliveries offered ex-stock are subject to goods being unsold at the date of receipt of the Buyer's Order.

8. We reserve the right to charge for all non returnable packing materials cases or containers. Returnable packaging items should be returned carriage paid within 3 months. If returned in proper condition, credit will be issued. We do not permit deduction from invoices in respect of charges for returnable packaging.

9. Credit notes for whatever reason issued can only be taken into account when they have been issued. The non-receipt of credit notes for returnable packaging is not to be considered as a valid reason for withholding payment of accounts when due.

10. Payment should be strict 30 days net unless other written terms have been agreed. The right is always reserved to request a remittance with order. In respect of new accounts two trade and bank references are required or we shall have the option of issuing a pro-forma invoice which will have to be paid in full before delivery. The Company shall be entitled to interest calculated at 5% above the prevailing Barclays Bank Base Rate on all accounts overdue.

11. Notification of alleged loss or damage in transit must be made in writing to the Company within three days of delivery. In the case of non-delivery notification must be made to the Company within seven days after receipt of our invoice or advice note and the Company will entertain no claims unless time limits are complied with.

12. (i). The Buyer must obtain the written approval of the Company prior to returning goods for whatever reason and the Company reserves the right to levy a handling charge. Carriage and insurance for the return will be responsibility of the Buyer.

12. (ii). The Buyer is responsible for ensuring that goods returned to the Company are either free from biological and chemical hazard or are packed in accordance with prevailing legislation on transport and labelling of dangerous goods. The Company reserves the right to refuse to accept goods which in their view present a hazard to their staff or which may infringe the Health and Safety at Work Act or other prevailing legislation which are without a signed Certificate to the effect that effective disinfection/decontamination has been carried out as appropriate.

13. In accepting proprietary goods delivered by the Company the Buyer shall be deemed to accept the manufacturer's Conditions of Sale as if the Buyer was dealing direct with the manufacturer.

14. The Company shall not be responsible for any further breakage or other loss or damage incurred whilst faulty goods sent in for repair or replacement are in its charge.

15. The Company reserves the right to charge for drawings or sketches prepared for quotations or in the execution of orders and to refuse to accept cancellation of orders for goods of special design or manufacture as to which the Company shall be the sole judge. The copyright in such drawings or sketches shall remain the property of the Company.

16. The Company reserves the right if necessary to over or under deliver by up to 10% and to charge pro rata on special manufactures.

17. (i). Property of the goods shall remain in the Company until payment of the whole of the price thereof has been received by the Company.

Cheques or money orders must be made payable to the Company or its order. Payment shall be treated as received by the Company when its Bank Account is irrevocably credited with the amount in question.

17. (ii). Until property in the goods passes to the Buyer in accordance with the provisions aforesaid;

(a). the Buyer's possession of the goods shall be that of our nominated Bailee.

(b). the Buyer shall keep the goods identifiably separate from any other property in the Buyer's possession.

17. (iii). Until the property in the goods passes to the Buyer in accordance with provisions aforesaid, the Company may at any time whether or not the term of any agreed credit has expired require the Buyer (at the latter's own expense) to return the goods forthwith to the Company at the Company's Head Office or at such other place as the Company may reasonably require. In the event of the goods being returned to the Company under this sub-clause the Company will repay any part of the price already received by it less the amount of any other claim the Company may have against the Buyer under this or any other Contract or otherwise.

17. (iv). Until the property in the goods passes to the Buyer in accordance with the provisions aforesaid the Company shall have the right and is hereby irrevocably granted a Licence by the Buyer to enter any premises in the occupation of or under the control of the Buyer at any time for the purpose of obtaining possession of the goods.

17. (v). Payment received from a third party (other than the Buyer) will be taken to be payment by the third party as agent for the Buyer to whom the goods or services were supplied.

18. Where goods are at the Buyer's request made and supplied to the Company other than to the Company's own specification the Company accepts no liability whatsoever for infringement or alleged infringement of any letters patent registered design or similar right in respect thereof and the Buyer will indemnify the Company against any such claims on a full indemnity basis.

19. Orders for substances included in the First Schedule of the Rules made under the Pharmacy and Poisons Act, 1933 must be signed by the Buyer who must state his name and address, his trade, business or

profession and the purpose for which each of these substances is required. Poisons may at no time be sold as a cash transaction.

20. Orders for substances considered to be useful for the manufacture/production of chemical weapons and controlled drugs (and any other substances that may be controlled for the time being) shall only be supplied in accordance with prevailing legislation. The Company reserves the right to refuse to supply such substances for whatever reason.

21. The items offered by the Company are intended for laboratory/scientific or industrial use only and must not be used as ingredients in, or in the manufacture of food, drink or pharmaceutical products or for medical diagnosis or treatment.

22. Buyers within the UK who are entitled to receive goods free of VAT must supply a signed Certificate with each order outlining the Conditions by which they have such entitlement. The Company shall be the sole judge as to the acceptability of such a Certificate. Without such a Certificate VAT will be charged.

23. Buyers within the UK buying goods for export will be charged VAT which may be credited upon eventual receipt of acceptable proof of export the acceptability of which the Company will be the sole judge.

24. Orders may not be cancelled without prior written agreement which may be subject to payment of a cancellation charge.

25. (i) The goods, especially chemicals, may be dangerous if not properly stored and the appropriate precautions taken. The Buyer accordingly agrees that it shall take all such steps as are reasonably practicable or usual to eliminate or reduce any risk to health and/or safety and/or the environment to which use of the goods may give rise and acknowledges that where goods are manufactured/produced and/or supplied to the Buyer's design and/or specification, the Company will not undertake any research as to the risks to health and/or safety and/or the environment which may arise from storage or use of the goods. Where the goods are manufactured/produced to a design/specification supplied by the Buyer, the Buyer shall comply with all the duties imposed by Section 6 of the Health and Safety at Work etc Act 1974 on designers and further shall comply with all other duties which may be implied at law on a designer and/or manufacturer/producer of the goods.

25. (ii). The Buyer shall indemnify the Company against any claim proceedings costs loss damage or liability suffered by the Company as a result of any failure by the Buyer, or any other person in control of the goods, to take such steps or ensure compliance with the duties referred to in the clause above.

26. Any dispute or difference as to the quality of the goods - the subject of this Contract, shall be referred to a single arbitrator in accordance with the provisions of the Arbitration Acts, 1950, 1975 and 1979 or any statutory modification or re-enactment thereof for the time being in force provided that such arbitrator shall be appointed by the Secretary General for the time being of GAMBICA - BLWA Group - The Association of the Laboratory Supply Industry - and such Arbitrator shall sit as expert.

27. The Company warrants that the goods delivered to the Buyer shall be of merchantable quality and shall comply with the description referred to in the Contract but the Company's liability hereunder is limited to the price of the goods proved to be defective and for this purpose the price shall be deemed to be the invoice price of the goods. The Company shall be entitled in its absolute discretion to replace such goods upon the terms hereof in settlement of its liability in lieu of making cash settlement. Save as expressly provided the Company accepts no liability on behalf of its servants or agents for any loss damage costs or compensation howsoever caused which the Buyer may suffer or for which the Buyer may become liable arising out of or in connection with or as a result of the supply of goods by the Company. All recommendations and/or advice given by the Company its servants or agents to the Buyer as to the mode of using the goods are given without any liability on the part of the Company and no responsibility will be accepted by the Company for any loss or damage whatsoever or howsoever arising directly or indirectly from the use of the goods.

28. (i). The Company reserves the right, without prejudice to its other rights, to cancel or suspend the performance of the Contract or any part thereof should the Buyer be in default of any of its obligations under the Contract or should there be any amounts due and unpaid by the Buyer to the Company whether in respect of the Buyer's obligations under the Contract or any other contract.

28. (ii). Force Majeure: If the Company is at any time unable to perform its obligations for any circumstances beyond its control (as hereinafter defined) it shall be entitled, on notice to the Buyer given within a reasonable time either to terminate or suspend the Contract or any part of it without incurring any liability whatsoever to the Buyer. Without limitation, circumstances beyond the Company's control shall include war, civil commotion or insurrection, strikes, lockouts or other labour or industrial disputes, legislation whether by statute, regulation, instrument or order, earthquake, fire, flooding, tempest/storm or abnormal weather conditions, breakdown or interruption of or disruption in supplies, plant, machinery or equipment or transport and all other occurrences or circumstances which prevent, hinder or delay the Company's performance of the Contract.

29. (i). The Company reserves the right to charge an additional 'administration fee' where the Buyer's instructions involve the Company in work over and above its normal routine for sales administration.

29. (ii). For Buyers that are Sole Traders or Partnerships the Company reserves the right to transfer information about the Buyer to the Company's bankers/financiers for the purpose of providing services including but not limited to the following services: obtaining credit insurance, making credit reference agency searches, credit control, assessment and analysis (including credit scoring, market, product and statistical analysis), securitisation, protection of the Company's interests. The Company will provide the Buyer, on written request, with details of the Company's bankers/financiers and that of any credit reference agencies used.

30. For non GB sales the following Conditions shall also apply :-

30. (i). Prices quoted are ex works unless otherwise stated.

Additional charges such as packing for export delivery f.o.b. vessel etc., will be charged extra.

30. (ii). All orders are accepted subject to the appropriate Export Licences or other necessary Consents being obtained.

30. (iii). Unless arrangements are agreed and made in writing payments shall be by irrevocable letter of credit confirmed by a UK Bank approved by the Company. All expenses in respect of the letter of credit are to be for the account of the Buyer.

30. (iv). We will not accept responsibility for non insurance where such instructions are omitted from the Order. If the Buyer asks us to arrange Insurance we shall effect Insurance at the full C.I.F. value plus 10% but we exempt ourselves from liability to claim in respect of any alleged damage or loss.

30. (v). Any claim arising out of a non F.O.B. Contract should be made within three days of receipt of the goods by the Buyer or Consignee and in the case of non delivery it is a term of this Contract that the carrier and we should be advised in writing within 28 days in the case of Road, Rail or Air Freight or 60 days in the case of Post or Sea Freight from the date of advice of despatch. No claim will be entertained by us or the Insurance Company unless all packing materials are retained pending inspection by the carrier and/or us and the representative of the carrier or ourselves or the Insurers.

31. The interpretation and purpose of this Contract and of these Conditions will be governed by English Law and the Buyer submits to the jurisdiction of the English Courts.