

Conditions of Sale

Definitions and Interpretation: In these terms and conditions (Conditions), unless the context requires otherwise:

Buyer means the person, firm or company with whom the Contract is made.

Contract means this contract between the Buyer and the Seller for the sale and purchase of the Goods.

Seller means Southern Group Laboratory Limited, whose registered office is at E-H Cavendish Courtyard, Sallow Road, Weldon North Industrial Estate, Corby, Northamptonshire, NN17 5JX, United Kingdom.

Goods mean the goods and/or services to be sold or supplied pursuant to the Contract.

Order means an order placed by the Buyer on the Seller for the sale or supply of Goods by the Seller.

Words in the singular shall include the plural and vice versa, reference to any gender shall include the others and references to legal persons shall include natural persons and vice versa. The headings in these Conditions are intended for reference only and shall not affect their construction.

1 Orders

1.1 All orders placed by the buyer shall specify the names and codes of the Products, the quantity required and the preferred delivery date.

1.2 The Seller contracts for the sale of the Products subject to these Conditions only and any other terms and conditions (including but not limited to those in the Buyers order or enquiries) inconsistent with these Conditions shall be of no effect.

1.3 The Seller reserves the right to make reasonable changes to the specification of the Goods which do not materially affect the quality or performance of the Goods and the Buyer shall be liable for the contract price notwithstanding such changes.

1.4 The Seller generally reserves the right at any time to discontinue the sale or provision of any Goods and to decline to accept orders for such in circumstances which the Seller considers appropriate.

2 Quotations

The acceptance of any quotation constitutes acceptance of these Conditions except in so far as any of them have been varied expressly within the quotation. Quotations are for information purposes only and shall not be binding on the Seller. The Seller reserves the right to revise quoted prices during and subsequent to this process.

3 Prices

3.1 Prices are quoted on an ex-works basis for UK trade only. Unless otherwise stated in writing all prices are exclusive of delivery, freight and insurance charges, duties and levies of any kind whatsoever, all of which are payable by the Buyer in addition to the price.

3.2 All prices are exclusive of value added tax which will be charged by the Seller and will be payable by the Buyer at the appropriate rate.

3.3 The Seller reserves the right to increase the price from that advised in the acknowledgment of the order, if such increase is due to increased cost of raw materials, labour or transport or any change in government regulations or any other cause beyond the Seller's reasonable control.

4 Delivery

4.1 The Goods will be delivered Ex Works (Incoterms 2000) unless otherwise agreed by the Seller in writing.

4.2 If the Seller shall arrange for carriage on behalf of The Buyer, carriage shall be effected at the Buyer's risk and cost.

4.3 All times, dates or periods given for delivery of the Goods are given in good faith but without any responsibility on the Seller's part. In no circumstances shall the Seller be liable for any loss or damage sustained by the Buyer in consequence of failure to deliver within such time or by such date or in consequence of any other delay in delivery howsoever caused.

4.4 If, for any reason, the Buyer is unable to accept delivery of the Goods at the time when the Goods are due and ready for delivery the Seller may, at its sole discretion and without prejudice to its other rights, dispose of the Goods; pass title (without any encumbrance in favour of the Buyer) in the Goods to a third party purchaser; and to retain the proceeds of sale which shall be set off against the invoice price for the Goods and any other sum payable hereunder in respect of which (for the avoidance of doubt) the Buyer shall remain liable.

4.5 The Seller shall have the right to make delivery by installments of such quantities and at such intervals as it may decide, and any express provision as to installments in the Contract shall be in addition to and not in derogation of this right.

5 Passing of title and risk

From the time of delivery in accordance with Condition 4, the Goods shall be at the Buyer's risk and the Buyer shall be solely responsible for their custody and maintenance but, unless otherwise expressly agreed in writing, the Goods shall remain the Seller's property until all payments to be made by the Buyer under the Contract and any other contract between the Seller and the Buyer and on any other account whatsoever, have been made in full and unconditionally.

6 Terms of payment

6.1 Unless otherwise agreed in writing, the Buyer shall pay for the Goods in cash in Sterling within 30 days of the date on the invoice. Payment shall become due in any event forthwith upon the occurrence of any of the events referred to in Condition 10 below.

6.2 The right is reserved (without prejudice to any other remedy) to cancel any uncompleted order or to suspend delivery in the event of any of the Buyer's commitments not being met, or if the Seller is of the opinion that the Buyer is not in a position to meet such commitments.

6.3 The Seller reserves the right to levy an interest charge of 3.5% above the Bank of England base rate per month for any account remaining unpaid after 15 days from the date payment was due.

7 Conditions and warranties

7.1 The Seller warrants that the Products delivered to the buyer shall be of merchantable quality and shall comply in all material aspects with the description referred to in the price list or product guide and order form current at the date of the order.

7.2 All samples, illustrations, colours, drawings and diagrams contained in the Seller's advertising material including the Seller's internet site are of a generally informative nature and approximate only. These are subject to change without notice and none of these shall form part of any contract or give rise to any independent or collateral warranty of whatsoever nature on the part of the Seller.

7.3 The Buyer shall ensure that it complies or (if appropriate) that its customer complies with: (a) all local laws which may apply to the Goods, their sale, disposal, use or performance in the territory in which they are sold or are to be delivered, used or performed; and (b) all recommendations made by the Seller and all laws, regulations and orders which may apply in the territory in which the Goods are to be used and which relate to health and/or safety.

7.4 Accordingly the Buyer agrees to indemnify the Seller and to keep the Seller fully and effectually indemnified from and against all direct and indirect losses, costs, claims, damages, liabilities and expenses which the Seller may suffer or incur as a result of the failure by the Buyer, its customer or any of their respective employees, servants or agents to comply with such laws and instructions as aforesaid and whether or not such losses or the consequences of the Buyer's failure were foreseeable at the relevant time.

8 Liability

8.1 Nothing in these Conditions shall exclude or limit the liability of the Seller for death or personal injury resulting from the negligence of the Seller or any of its officers, employees or agents or the liability of the Seller for fraud in so far as the same is prohibited by United Kingdom statute.

8.2 The maximum aggregate liability of the Seller (whether in contract, tort or for negligence or breach of statutory duty or otherwise arising out of, or in connection with, the Contract) to the Buyer in respect of any and all acts, omissions, defaults or events shall be limited to and in no circumstances shall exceed the price of the Goods giving rise to the liability in question.

8.3 The Seller shall in no circumstances be liable (whether in contract, tort or for negligence or breach of statutory duty or otherwise arising out of, or in connection with, the Contract) to the Buyer to the extent that such liability:

(a) is calculated by reference to profits, income, production or accruals or loss of business, loss of data, loss of profits, loss of goodwill, loss of anticipated savings, loss of revenue;

(b) arises from any inaccuracies or omissions in any instructions, information, drawings, calculations, or specifications or material supplied by the Buyer to the Seller;

(c) is of an indirect or consequential nature;

(d) is recovered by the Buyer under the terms of any insurance policy (apart from any excess applicable to the relevant insurance); or has been made good or is otherwise compensated without cost to the Buyer.

8.4 No liability (whether in contract or for negligence or otherwise howsoever) for loss of or damage to the Goods occurring prior to delivery, or for any claim that any item delivered pursuant to the Contract is defective or is otherwise not in accordance with the Contract, (being a defect, inherent defect or loss, damage or non-compliance which would be obvious upon a reasonable inspection of the Goods) or for non-delivery, will attach to the Seller unless claims to that effect are notified in writing by the Buyer to the Seller (and in the case of claims for loss, damage or non-delivery, with a copy to the carrier if the Seller's own vehicles have not been used to deliver the Goods):

(a) within 2 days of delivery, in the case of loss, damage, defect or noncompliance with the Contract ;or

(b) within 2 days of the date of the invoice, in the case of non-delivery.

8.5 In the event of a valid claim for defect, defective performance, loss, damage or non-compliance with the Contract or non-delivery, the Seller undertakes, at its option, either to reprocess or replace the items concerned, at its expense but shall not be under any further or other liability in connection with such non-delivery, nonperformance, defective performance, loss, damage or non-compliance.

9 Default or insolvency of the Buyer

If the Buyer shall be in breach of any of its obligations under the Contract or any other contract between the Buyer and the Seller or any Associated Company of the Buyer; or if any distress or execution shall be levied on the Buyer's property or assets; or if the Buyer shall make or offer to make any arrangement or composition with its creditors or commit any act of bankruptcy; or if any bankruptcy petition be presented against it or (if the Buyer is a company) if any resolution or petition to wind up such company shall be passed or presented; or if a receiver, administrative receiver or administrator of the whole or any part of such company's undertaking, property or assets shall be appointed or the Buyer shall suffer any similar process under the laws of its domicile and without prejudice to any other right or claim, may, by notice in writing, determine, wholly or in part, any and every contract between the Seller and the Buyer or may (without prejudice to the Seller's right subsequently to determine the Contract for the same cause, should it so decide) by notice in writing suspend delivery or any further deliveries or performance (as the case may be) of Goods until any default by the Buyer has been remedied.

10 Force majeure

The Seller shall be entitled to delay or cancel delivery or performance or to reduce the amount of Goods delivered or performed if and to the extent that it is prevented from or hindered in or delayed in performing, manufacturing, obtaining or delivering the Goods by normal route or means of delivery through any circumstances beyond its control including (but not limited to) strikes, lock-outs, accidents, war, fire, reduction in or unavailability of power at manufacturing plant, breakdown of plant or machinery or shortage or unavailability of raw materials from normal sources of supply.

12 Intellectual property

14.1 The Buyer shall indemnify the Seller against all costs, claims, losses, expenses and damages incurred by the Seller or for which it may be liable due to or arising directly or indirectly out of any infringement or alleged infringement of patents, trade or service marks, copyright, design right or other intellectual property right occasioned by the importation, manufacture or sale of the Goods if made to the specification or special requirements of the Buyer.

The Buyer shall promptly give notice in writing to the Seller in the event that it becomes aware of any claim that the Goods infringe the rights of any third party and shall: (a) not make any admission to any such third party without the consent of the Seller; and (b) at the request of the Seller, permit the Seller or its duly authorised representative to conduct and/or settle all negotiations and litigation and give to the Seller all reasonable assistance in relation thereto.

Unless otherwise agreed in writing between the parties, the Buyer acknowledges that all copyright and all other intellectual property rights (including without limitation, design rights, registered designs, patents, trademarks and know-how) arising out of or in connection with the sale of Goods belongs to and shall remain vested in the Seller.

13 Cancellation

Contracts may not be cancelled except by agreement in writing of both parties and upon the payment to the Seller of such amount as may be necessary to indemnify the Seller against all loss resulting from the said cancellation.

14 Sub-contracting

The Buyer may not assign the Contract with the Seller or subcontract the whole or any part thereof to any person, firm or company without the Seller's prior written consent.

15 Confidentiality

The Buyer shall at all times endeavour to keep any confidential information relating to the Product's or to the Seller's business confidential, whether this information is disclosed to it by the Seller or comes to the Buyer's knowledge by other means and whether or not it is expressly stated to be confidential or marked as such. This restriction shall not extend to any confidential information which:

- (a) The Buyer is required to disclose to any governmental body or other authority or regulatory body, or;
- (b) Is at the date of the order to which these Conditions apply, or becomes thereafter public knowledge through no fault of the Buyer, or can be shown by the Buyer, to the reasonable satisfaction of the Seller, to have been known by the Buyer prior to being disclosed to the Buyer by the Seller.

18 Law

The Contract shall in all respects be governed by and construed in accordance with English law and shall be deemed to have been made in England, and the Buyer and the Seller agree to submit to the non-exclusive jurisdiction of the English courts.