

Sci-Lab Analytical Ltd. Terms & Conditions of Sale.

1 Definitions

In these Conditions, unless the context requires otherwise:

- 1.1 **Buyer** means the person who buys or agrees to buy the Goods from the Seller.
- 1.2 **Conditions** means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller;
- 1.3 **Delivery Date** means the date when the Goods are to be delivered, as specified by the Seller;
- 1.4 **Goods** means the articles which the Buyer agrees to buy from the Seller;
- 1.5 **Price** means the price for the Goods excluding carriage, packing, insurance and VAT;
- 1.6 **Seller** means **Sci-Lab Analytical Ltd, Unit D, Tarvin Sands, Mill Lane, Tarvin, Chester, Cheshire. CH3 8JF**

2 Conditions applicable

- 2.1 These Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions, including any terms or conditions which the Buyer may purport to apply under any purchase order, con-firmation of order or similar document.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.
- 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

3 Price and payment

- 3.1 The Price shall be the Seller's quoted price.
- 3.2 The Price is exclusive of VAT, which shall be due at the rate ruling on the date of the Seller's invoice.
- 3.3 Payment of the Price and VAT shall be due within 30 days of the date of the invoice. Unless special terms have been agreed.

3.4 Time for payment shall be of the essence.

3.5 Sci-Lab Analytical Ltd reserves the right to charge Interest on overdue invoices. It shall accrue from the date when payment becomes due from day to day until the date of payment, at a rate of 2% above The Bank of England's base rate, and shall accrue at such a rate after as well as before any judgment.

4 **The Goods**

The quantity and description of the Goods shall be as set out in the Seller's quotation.

5 **Warranties and liability**

The Seller warrants that the Goods supplied will at the time of delivery correspond to the description given by the Seller. All other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods, whether express or implied by statute or common law or otherwise, are excluded to the fullest extent permitted by law.

6 **Delivery of the Goods**

Delivery of the Goods shall be made to the Buyer's address on the Delivery Date. The Goods may be delivered in advance of the Delivery Date upon the giving of reasonable notice to the Buyer. The Buyer shall make all arrangements to take delivery of the Goods whenever they are tendered for delivery.

7 **Acceptance of the Goods**

7.1 The Buyer shall be deemed to have accepted the Goods 24 hours after delivery to the Buyer.

7.2 After acceptance the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

8 **Title and risk**

8.1 All goods remain the property of the Seller until the full price has been paid.

8.2 Risk shall pass on delivery of the Goods. This applies even if the title remains with the Seller under clause 8.1 above.

9 **Remedies of Buyer**

9.1 If the Buyer rejects any Goods, the Buyer shall have no further rights whatever in respect of the supply to the Buyer of such Goods or the failure by the Seller to supply Goods which conform to the contract of sale.

9.2 If the Buyer accepts or has been deemed to have accepted any Goods, then the Seller shall have no liability whatever to the Buyer in respect of those Goods.

9.3 The Seller shall not be liable to the Buyer for late delivery or short delivery of the Goods.

10 **Proper law of contract**

This contract is subject to the law of England and Wales.