

STANDARD TERMS AND CONDITIONS FOR SALE OF GOODS

The following are terms and conditions for the sale of goods that will govern any contract for sale that we enter into with you ("the Conditions"). Please read carefully: by entering into the contract you are acknowledging that you have read and understood these Conditions, in particular those relating to warranties; limitation of liabilities; and the manner in which we may make changes to these Conditions.

1. INTERPRETATION

In these Conditions unless the context otherwise requires:

"Contract" means the contract between the Supplier and the Customer for the supply by the Supplier to the Customer of goods subject to these Conditions;

"Customer" means the person or entity who places an order for the Goods and whose order is acceptable to the Supplier;

"Goods" means any goods forming the subject matter of the Contract (including any instalment or parts of such goods);

"Price" means the price for the Goods;

"Supplier" means Mass Spec Analytical Limited (Company number 3000979);

2. SUPPLY OF THE PRODUCTS

2.1 The Supplier shall supply and the Customer shall purchase the Goods as principals only, to the intent and with the effect that no other party shall have the rights or obligations or be entitled to sue, or are liable to be sued, under the Contract.

2.2 The Supplier shall sell and the Customer shall purchase the Goods subject to these Conditions to the exclusion of all other terms and conditions (including any terms and conditions which the Buyer purports to apply).

2.3 No Contract shall come into existence until the Customer order (however given) being accepted by the earliest of:-

2.3.1 written confirmation or oral acceptance from the Supplier; or

2.3.2 the receipt by the Customer of the Goods.

2.4 The Supplier shall supply only those Goods forming the subject matter of an order which has been accepted by the Supplier. The Supplier reserves the right at its sole discretion to refuse to supply any Goods to the Customer.

2.5 The Supplier shall not be under any obligation to continue to supply all or any of the Goods prior to acceptance of each order.

2.6 Any typographical, clerical or other error or omission in any brochure, sales literature, quotation, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction at any time without any liability on the part of the Supplier.

2.7 If the Goods are manufactured in accordance with a specification submitted by the Customer, the Customer shall indemnify the Supplier against all losses, damages, costs and expenses suffered by the Supplier in connection with any claim for infringement of copyright, design rights, patent, trademark or other intellectual property rights which results from the Supplier's use of the Customer's specification.

2.8 In consideration of the Supplier supplying the Goods to the Customer for the Price, the Customer undertakes to the Supplier that it shall not: (a) use nor permit the use of the Goods for the forensic testing of any currency for traces of any substances in the UK. If the Supplier has reasonable cause to believe that this undertaking has been breached by the Customer, the Supplier shall be entitled to take immediate possession of any of the Goods which it has reason to believe have been used in breach of this undertaking whether such Goods are situated on the Customer's premises or otherwise and following such re-possession of such Goods this Contract shall be treated as automatically terminated (save in respect of any rights accrued by either party) without the need for further action by either party and in such circumstances the Customer shall not be entitled to any withholding, deduction or repayment of the Price payable for the supply of the Goods; or (b) sell the Goods to any third party without the Supplier's prior written consent and following receipt of such consent shall procure that such third party enters into an undertaking with the Supplier in the same terms as this clause 2.8

2.9 No officer, servant or agent of the Supplier has authority to vary this Contract except with the express written consent of the Commercial Director of the Supplier, and the Customer acknowledges that it does not rely on any such representations which are not so confirmed.

2.10 The Supplier reserves the right to vary the Conditions without prior notification.

3. PRICE

3.1 The Price is valid for thirty (30) days or until earlier acceptance by the Customer after which time it may be altered by the Supplier without giving written notice of such amendment to the Customer.

3.2 All prices quoted and invoiced are exclusive of Value Added Tax and any other applicable taxes, duties, packaging, carriage, insurance, documentation and installation charges, the Supplier may make reasonable additional charges to cover these amounts and for complying with any special requirements of the Customer.

3.3 The costs referred to in clause 3.2 above will be notified to the Customer at the time of placing the order.

4. TERMS OF PAYMENT

4.1 All invoices are payable within 30 days of the date of the invoice in cleared funds and time of payment is of the essence in every Contract. In no circumstances shall a Customer be entitled to make any deduction or withhold payment for any reason whatsoever. Any invoices outstanding beyond 60 days from the date of such invoice shall be deemed "Overdue".

4.2 Any Overdue invoice may be passed to collection agents at the Supplier's sole discretion and without notice to the Customer. In the event that legal action becomes necessary, all allowable court fees and legal costs will be claimed in addition to the amounts due under this Contract.

4.3 Unless otherwise agreed, the Customer shall settle any invoice issued by the Supplier in full, and in Pounds Sterling.

THE CUSTOMER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF THIS CLAUSE 5

5. TITLE/RISK

5.1 No title to or interest in the Goods shall pass to the Customer until all monies due and owing by the Customer to the Supplier (whether in respect of the Goods or otherwise) has been received in cleared funds. Until title passes to the Customer, the Customer shall hold the Goods as bailee of the Supplier with revocable authority as agent to sell the same on behalf of the Supplier. The terms of such bailment are that the Supplier:

5.1.1 may at any time require any of the Goods held by the Customer as bailee to be stored separately by the Customer;

5.1.2 may at any time require any money owing to or paid to the Customer, when the Customer sells the Goods, to be separately accounted for in the Customer's accounts (such accounts to be made available to the Supplier);

5.1.3 shall maintain the Goods in satisfactory condition and keep them insured on the Supplier's behalf at their full Price against all risks;

5.1.4 may enter the premises of the Customer or any third party where Goods are stored at any time and recover the Goods in the event of non payment of any amounts due to the Supplier (whether Overdue or otherwise) or non observance by the Customer of any of its obligations under this clause 5.

5.2 Risk of damage to or loss of the Goods shall pass to the Customer from the time of delivery.

6. CUSTOMER'S DUTY TO INSPECT

6.1 The Customer shall thoroughly inspect all Goods upon delivery and shall within 7 days of delivery give notice to the Supplier in writing of any matter in which the Customer alleges the Goods are not in accordance with the Contract or are defective in material or workmanship.

6.2 If the Customer establishes to the Supplier's reasonable satisfaction that the Goods are not in accordance with the Contract or are defective, the Customer's sole remedy shall be limited as the Supplier may elect to replacement of the Goods or refund of the purchase price upon return of the said Goods.

7. GOODS WARRANTY

7.1 All Goods are warranted against defects in workmanship and materials for three (3) months from the date of delivery and the Supplier shall assign (where possible) the benefit of any manufacturer's warranty to the Customer subject to the following conditions:-

- 7.1.1 the Supplier shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Customer;
- 7.1.2 the Supplier shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Supplier's instructions (whether oral or in writing) misuse or alteration or repair of the Goods without the Supplier's approval;
- 7.1.3 the Supplier shall be under no liability under the above warranty (or any other warranty condition or guarantee) if any part of the price for the Goods is Overdue;
- 7.1.4 any claims on the above warranty shall only extend to an amount equal to the benefit of any warranty or guarantee given by the manufacturer of the Goods to the Supplier; and
- 7.1.5 the Supplier shall be entitled to discontinue any item, modify the design or and change materials and/or packaging of any of the Goods without prior notification.
- 7.2 Subject to clause 7.1 above and the conditions implied by S.12 of the Sale of Goods Act 1979, the Supplier makes no, and expressly disclaims all representations or warranties of any kind with respect to the Goods including, without limitation, warranties of merchantability and fitness for a particular purpose. This does not affect any statutory rights the Customer may have.
- 7.3 All brochures, websites, drawings, descriptive matter, specifications and advertising of Goods are for the sole purpose of giving an approximate description of such Goods and this is not a sale by sample.
- 8. LIMITATION OF LIABILITY**
- 8.1 Except in the case of death or personal injury caused by the negligence of the Supplier or a fraudulent misrepresentation made by the Supplier, the Supplier's liability for any damages of any kind including without limitation, direct, indirect, incidental, punitive, special and consequential damages (including without limitation loss of profits or loss of revenue) arising out of or in connection with the Goods supplied, will be limited in aggregate to the amount paid by the Customer for any Goods that are the subject of the Contract.
- 9. INTELLECTUAL PROPERTY**
- 9.1 All intellectual property rights associated with the Goods and the supply of the Goods shall remain at all times the sole and exclusive property of the Supplier.
- 9.2 The Customer acknowledges that all information it receives relating to the Goods and to the supply of the Goods is confidential and agrees not to use, reproduce or disclose it.
- 10. OPERATION OF GOODS AND CARE**
- The Customer shall procure that the Goods are operated correctly, that safe working practices are adopted and complied with and that all persons likely to come into contact with the Goods receive all applicable information in respect thereof and that all appropriate warnings and instructions (including without limitation warnings and instructions in accordance with the Consumer Protection Act 1987 and all relevant safety regulations) and that any warning notices displayed on the Goods are not removed, defaced or otherwise obscured and shall further pass on such obligation to any third party operator/recipient of the Goods. The Supplier shall at no time be liable to the Customer for any loss or damage suffered by it or any third party (including personal injury and loss of business/profits/goodwill) whether direct, indirect or consequential caused by the negligence of the person operating the Goods or the failure to use the Goods in any given circumstances.
- 11. DELIVERY**
- 11.1 The Supplier will use all reasonable endeavours to deliver the Goods within the time stated, however it is acknowledged and agreed that the Goods are subject to availability and delay in delivery of the Goods is sometimes outside the control of the Supplier. Any delivery date or time stated by the Supplier shall be approximate only and time of delivery shall not be of the essence in the Contract.
- 11.2 Unless otherwise agreed in writing by the Supplier, delivery of the Goods shall take place at the Supplier's place of business when the Supplier notifies the Customer that the Goods are available for collection.
- 11.3 If the Customer does not collect the Goods within five (5) days of delivery from the Supplier's premises, the Supplier may store the Goods until the Goods are collected and the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 11.4 The Supplier shall elect to reimburse the Customer or re-deliver the Goods (such election to be at the Supplier's sole discretion) only if, the Customer has notified the Supplier within: twenty-four (24) hours of receipt of damaged, or short/late delivered Goods; or seven (7) days of non-delivery. The Supplier shall not under any circumstances whatsoever be otherwise liable to compensate the Customer in damages nor for any consequential loss arising therefrom.
- 11.5 Deliveries will be suspended on all accounts which are Overdue.
- 11.6 The Customer shall at its expense provide adequate and appropriate equipment and manual labour for loading the Goods.
- 12. TERMINATION**
- 12.1 If either:
- 12.1.1 the Customer is in default or commits a breach of contract;
- 12.1.2 the Customer ceases or threatens to cease business;
- 12.1.3 any distress or execution is levied upon the Customer's property or assets;
- 12.1.4 the Customer makes or offers to make any arrangement or composition with creditors or commit any act of bankruptcy or if any petition or receiving order in bankruptcy shall be presented or made against him or if the Customer is a limited company any resolution or petition to wind up the company's business (other than for the purpose of amalgamation or reconstruction) is to be passed or presented; or
- 12.1.5 if a receiver of any sort is appointed or circumstances arise which permit a court to appoint a receiver,
- the Supplier shall have the immediate right to determine any Contract then subsisting with the Customer and to enter the premises of the Customer or any third party where Goods are stored and repossess the Goods to the extent that monies are owing to it, without prejudice to any claims of the Supplier against the Customer.
- 12.2 **In any event, this Contract may be terminated by agreement in writing between the parties hereto.**
- 13. GENERAL**
- 13.1 The Supplier shall not be liable for any failure to perform its obligations hereunder by reason of any cause whatsoever beyond its control (including without limitation trade dispute; fire, flood or act of god; armed conflict/acts of terrorism; equipment or supply difficulties; any rule or action of any public authority; transportation delays; refusal or delay in granting any necessary licence or permit; or any repudiatory event by the Customer). In such circumstances it may terminate the Contract whereupon the Customer shall pay a sum equal to the costs to the Supplier of performing the Contract and the Supplier's liability shall be limited to repayment of any sums paid in respect of undelivered Goods (or unperformed services) less such costs.
- 13.2 While the rights and obligations in these Conditions are considered by the parties to be reasonable, if any of these Conditions is deemed unlawful, void or for any reason unenforceable, then that term or condition shall be deemed severable from these Conditions and will not affect the validity and enforceability of any remaining Conditions.
- 13.3 Failure by the Supplier to enforce any of these Conditions shall not constitute a waiver of our rights to subsequently enforce such or any other of the Conditions.
- 13.4 Neither party shall assign or otherwise transfer the Contract or any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other.
- 13.5 A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any part of the Contract.
- 13.6 The Contract shall constitute the entire agreement and understanding between the Supplier and the Customer and no other documentation or correspondence shall be incorporated in or supersede this Contract (save where an order for Goods is by document and is accepted by the Supplier then the details of the Goods so ordered may form part of the Contract). The Customer acknowledges that it is not relying on any representation, statement, warranty or other provision except those expressly set out in the Contract, provided that nothing in this clause 13.5 shall exclude or restrict the liability of the Supplier in respect of fraudulent misrepresentation.
- 13.7 Unless otherwise agreed, all notices which are required to be given hereunder shall be in writing and shall be sent by first class post to the address of the recipient set out in the Contract or such other address in England and Wales as the recipient may designate by notice given in accordance with provisions of this clause.
- 13.8 The Contract shall be governed by and construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English Courts.
- 14. EXPORT**
- 14.1 The trade terms of the International Chamber of Commerce published in 2000 shall apply to the export of the Goods from the United Kingdom and unless the context otherwise requires any term or expression which is defined in such trade terms shall have the same meaning in these Conditions but if there is any conflict these Conditions shall prevail.
- 14.2 The Customer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties thereon.
- 14.3 Unless otherwise agreed in writing between the Customer and the Supplier, the Goods shall be delivered FOB/FCA (as applicable) to the air or sea port of shipment and the Supplier shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.