

MERITICS LIMITED
TERMS AND CONDITIONS OF SALE

1. FORMATION OF CONTRACT

- a) These General Terms and Conditions of Sale cannot be varied without the written consent of the Company. The Company reserves the right to make such written variations as it thinks fit.
- b) No order resulting from any quotation, pro forma invoice, price list or similar document made or issued by the Company shall be binding unless and until accepted by the Company on its printed Acknowledgement of Order Form. Subject to written acceptance by the Company the Company shall not be bound by any conditions or warranties contained in the order form or any other documents of the Buyer. Orders accepted by the Company cannot be cancelled by the Buyer.
- c) The Company's liability shall not extend to wasted expenditure, loss of profit, increased loss or any other indirect, consequential or economic loss, injury or damage.
- d) This Contract is governed by the law of England and Wales.
- e) These conditions override and take the place of any other terms or conditions from or referred to by the Buyer.
- f) When an order is placed by a new customer no contractual obligation binding upon the Company shall arise until the receipt of two trade references and a Bank reference satisfactory to the Company.

2. PRICES

- a) The price stated is the net ex-works price of the goods (inclusive of delivery costs).
- b) The Company is entitled to adjust the price stated to take account of clerical errors or any changes in specification or quantity.

3. PAYMENT

- a) Time for payment is either:
 - i) for all deliveries within the United Kingdom, net 30 days from the date of the invoice.
 - or
 - ii) for deliveries outside the United Kingdom, after the Buyer has established a confirmed, irrevocable letter with a London Bank acceptable to the Company, payment shall be against presentation of shipping documents to such London Bank.
- b) Time for payment shall be of the essence. The Company shall be entitled to charge interest at the rate of two per cent per month from the date payment is due until the actual date of payment. If the Buyer fails to make full payment the Company shall be entitled to suspend any or all deliveries to be made under this or any other contract with the Buyer without releasing the Buyer from any obligations to the Company.
- c) The risk in the goods sold shall pass to the Buyer immediately upon delivery to the Buyer's premises or its transport. The Buyer's premises are specified in the Contract.
- d) If the Company concludes the contract of carriage and/or arranges for the insurance of the goods for transit the Company shall be deemed to be acting solely as agent of the Buyer and sub-sections (2) and (3) of section 32 of the Sale of Goods Act 1979 shall not apply.
- e) All shipments arranged by the Buyer and all goods when delivered will be insured at the Buyer's expense and for the Buyer's account unless specific request is made by the Buyer to the contrary.
- f) Time for delivery shall not be of the essence and the Company shall not be liable for any losses, injuries or damages whatsoever resulting from delay in delivery howsoever caused. Any delay shall not entitle the Buyer to cancel any order or orders or to refuse at any time to accept delivery.
- g) (i) The Company accepts no liability for loss or damage (howsoever occasioned) to any of the goods after the risk in the goods passes to the Buyer. Shortages must be notified in writing to the Company within 5 days after the receipt of the goods and the notification must state the actual weight and/or quantity of the goods delivered.
(ii) The Company shall not be liable to replace any goods or any part thereof damaged prior to delivery unless the Purchaser within three days after the time of delivery notes the Company in writing or by telefax message that the goods have been delivered damaged with particulars of the damage suffered and returns the damaged goods to the Company within seven days of delivery by the same carrier marked 'Carriage Free - Damaged in Transit'.
(iii) If goods are not delivered within 14 days from receipt by the Purchaser of invoice(s) in respect thereof the Purchaser must forthwith notify the carrier in writing and send a copy of such notification to the Company. Upon receipt of such notification, the Company may instigate a search for the missing goods and on being satisfied that such goods have not reached their destination the Company will take steps to despatch to replace the goods non-delivered.
- h) The Buyer must make all payments without any withholding, deduction, set-off or counter claim.

4. PROPERTY

- a) Until payment has been received in full:
 - (i) The property in the goods shall remain in the Company and the Buyer shall not attempt to sell, pledge or otherwise deal with the goods in a manner prejudicial to the Company's rights but will keep the goods in its own possession and at its own premises.
 - (ii) The Buyer will give or procure to be given to the Company, its servants or agents at all reasonable times access to the premises on which the goods are situate for the purpose of inspection or adjustment of the goods.
- b) The Company reserves the right to forthwith without notice repossess the goods and for that purpose may enter on any premises where the goods are believed to be situate in any of the following events:
 - (i) If there is any breach of these General Terms and Conditions by the Buyer.
 - (ii) If a petition shall be presented for the winding up of the Buyer.
 - (iii) If a notice shall be given by the Buyer convening a meeting of its members to pass a resolution for the voluntary winding up of the Buyer.
 - (iv) If distress or execution shall be levied or enforced upon or against the Buyer or an appointed Receiver or upon any property or assets of the Buyer.
 - (v) If the Buyer shall stop payment or shall cease or threaten to cease to carry out business.

5. INFORMATION, SPECIFICATIONS, VARIATIONS AND DRAWINGS

- a) Any information of whatever kind issued by the Company is approximate only and shall not bind the Company and no liability shall attach to any alteration or amendment to such information.
- b) Where the goods are ordered to the Buyer's specification the Buyer must deliver the specification to the Company within the time stipulated failing which the Company shall be at liberty to cancel the contract without any liability on the part of the Company whatsoever.

6. PACKING

The extent of any packing and/or protection will be at the Company's discretion. Special packing stipulated by the Buyer will be charged to the Buyer's account.

7. WARRANTY

The Company warrants to the Buyer that if the goods develop any defect in material or workmanship within the period specified in 7 (e) from delivery to the original Buyer and investigation by the Company discloses that such a defect developed under normal and proper use, the Company's sole liability is to repair or, at its option, replace such defect subject to the following conditions:

- a) (If authorised by the Company) any goods claimed to be defective must be returned by the Buyer to the Company transportation charges paid. Any defect discovered will be repaired or replaced at the Company's discretion and the goods returned to the Buyer with all transportation charges paid. If the goods are found to not be defective they will be returned, transportation charges payable by the Buyer.
- b) The Company shall not in any event be liable to repair goods after the expiry of their natural working life as determined by the Company.
- c) No warranty is given by the Company in respect of proprietary articles, components and accessories not of its own manufacture.
- d) The Company may refuse any claim if a repair or modification is made to the goods other than by the Company's own authorised service personnel without written consent of the Company. The Company gives no other warranty whether implied by law or otherwise.
- e) Warranty period

Newly manufactured instruments	12 calendar months
Spare Parts	3 calendar months
Manufactured consumables	12 calendar months or the product shelf life; whichever is the nearest to the date of despatch to the purchaser.

No warranty is given on used or refurbished instruments or spares unless otherwise agreed in writing by the company.

8. STORAGE

If the Company does not receive forwarding instructions within a reasonable time after notification to the Buyer that the goods are ready for delivery, the Company reserves the right to make arrangements for storage of the goods at the Buyer's expense and on the terms that the Company is not liable for loss of, or damage to, the goods whilst in store.

9. IMPORT LICENCES

The Buyer will be responsible for obtaining import licences and complying with all regulations covering the admission of the goods into the country of destination and for payment of all customs duties and other transportation charges.

10. TAXES

Value Added Tax and other governmental taxes, if any, will be shown as a separate item upon invoices and shall be borne by the Buyer.

11. HEALTH AND SAFETY AT WORK

The Buyer shall be solely responsible for, and shall keep the Company indemnified against, any loss, liability or expense arising directly or indirectly from the use of the goods other than in accordance with the Company's installation and operating instructions.

12. FORCE MAJEURE

The Company shall be entitled to cancel or rescind any contract without liability for loss or damage resulting therefrom if the performance of its obligations under the contract is in anyway adversely affected by any war, strike, lock-out, sit-in, trade dispute, flood, accident to plant or machinery or labour, failure or default by sub-contractors or any other cause whatsoever beyond the Company's control and, without prejudice to the Company's rights to claim such payments, the Company shall be under no obligation to continue or complete any order so varied.

13. ASSIGNMENTS

Any contract or rights thereunder of the Buyer may not be assigned in whole or in part without prior written consent of the Company.

14. CANCELLATION OR VARIATION OF ORDERS

In the event that the Purchaser purports to cancel or vary any order after an Acknowledgement of Order Form relating to such order has been despatched by the Company, the Purchaser shall pay to the Company such sum as the Company may certify to be loss of profit and all other costs, charges and expenses incurred by the Company out of or connected with such variation.

15. VALIDITY

Any provision of these Conditions which is void or unenforceable in any applicable jurisdiction shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provisions thereof.

16. HEADINGS

The Headings used in these Terms and Conditions are for convenience only and shall not affect the construction thereof.

Effective 1st May 2013