



PIONEER RESEARCH CHEMICALS LTD

Manufacturers of Medical Reagents, Stains and Dyes

Unit 7, Commerce Park, Colchester, Essex CO2 8HX

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CONDITIONS OF SALE OF GOODS FOR PIONEER RESEARCH CHEMICALS LIMITED

Clause 1 - APPLICATION OF CONDITIONS

All orders are accepted upon the following Conditions of Sale. Any terms and conditions in any document of the Buyer inconsistent with or in any way qualifying these Conditions shall not apply unless expressly accepted in writing by the Seller.

Clause 2 - PAYMENT

Unless otherwise agreed, payment for each delivery shall be made within 30 days from the date of invoice. Payment at the due date is a condition precedent to all subsequent deliveries.

Clause 3 - PRICE

All orders are accepted subject to our right to Invoice at prices ruling on the date of despatch and are exclusive of V.A.T. - V.A.T. and any other tax or duty will be charged at the appropriate rate.

Clause 4 - RETENTION OF TITLE AND PASSING OF RISK

The ownership of the goods to be delivered by the Seller shall be transferred to the Buyer only when the Buyer has paid all monies owed by it to the Seller under this contract or any other contract or otherwise. Until such payment is made, the Buyer shall store such goods at no cost to the Seller in such a way that they can be clearly identified as the property of the Seller.

Notwithstanding the above the risk in the goods shall pass to the Buyer at the point of delivery.

Clause 5 - DELIVERY DATE

Any date for delivery given by the Seller is an estimate only and the failure of the Seller to deliver on or before the named date shall not entitle the Buyer either to rescind or terminate the contract or make the Seller liable in any way for the consequences of any delay.

Clause 6 - SEPARATE DELIVERIES

Each delivery shall be considered a separate contract and failure to make any delivery shall not terminate or effect the contract as to other deliveries.

Clause 7 - CLAIMS FOR DAMAGES, SHORTAGE OR LOSS

The Seller shall not be responsible for non-delivery unless the Buyer gives written notice to the Seller (other than upon a consignment note or delivery document) within fourteen days of the date of the Seller's Invoice or Advice Note, whichever is the earlier. The Seller shall not be responsible for damage in transit or short delivery unless the Buyer gives notice in writing to the Seller within three days of receipt of the goods.

Clause 8 - AVAILABILITY

All orders are accepted subject to the Seller being able to obtain at all necessary times the raw materials or other supplies to execute the order.

Clause 9 - FORCE MAJEURE

The Seller shall not be liable for any inability to comply with their obligations under this contract due to any cause whatsoever beyond the reasonable control of the Seller including (but not limited thereto) war, riot, strike or lock-out, act of God, storm, fire, earthquake, explosion, flood, confiscation, action or any Government or Government Agency.

Clause 10 - THE SELLER WILL

(a) If any goods manufactured by the Seller are proved to be defective or proof is given of any faulty workmanship the Seller will rectify or replace the defective goods without charge to the Buyer provided the defective goods are returned to the Seller's works carriage paid within one month of the date of the arrival at the Buyer's address. If on inspection by the Seller the goods are found not to be defective the Seller may debit the Buyer with handling charges and return carriage.

(b) In the case of goods supplied but not manufactured by the Seller in place of the warranty in paragraph (a) of this Clause the Seller will on request confer on the Buyer so far as it can rights which the Seller may have against the Manufacturer and against the Seller of any such goods.

Clause 11 - USE AND PURPOSE

Any recommendation or suggestion relating to the use of the goods provided by the Seller or the Seller's servants or agents is given in good faith but it is the Buyer's responsibility to satisfy themselves of the suitability of the goods for their own particular purpose.

The goods supplied to the Buyer must be used in accordance with the Seller's instructions specified on the Fact Sheets and Labels already supplied. The Seller will accept no responsibility for any personal injury or damage caused through the mis-use or the mis-handling of the goods supplied.

Clause 12 - PROPER LAW AND ARBITRATION

The contract resulting from the Seller's acceptance of the Buyer's order shall be governed by and constructed according to the Laws of England. Any disputes arising out of the contract shall be referred to arbitration in England in accordance with the provisions of the Arbitration Act 1975 or statutory modifications thereof for the time being in force.

Registered Office: Unit 7, Commerce Park, Commerce Way, Whitehall Industrial Estate, Colchester, Essex.

Registered in England No. 1667364.

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Managing Director: Julie Jarman Director: David Brown B.Sc. (Hons)



Certificate No. 10116