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1. General and Definitions

1.1 These Terms and Conditions (“Terms”) govern all sales of products (“Goods”) supplied by Pioneer Research Chemicals Ltd. (“Seller”) to any customer (“Buyer”) and override any conflicting terms in the Buyer’s documents unless expressly agreed in writing by the Seller.

1.2 Placement of an order constitutes acceptance of these Terms.

1.3 No variation or waiver of these Terms shall be effective unless confirmed in writing by an authorised representative of the Seller.

1.4 Definitions

For the purposes of these Terms:

- **“Buyer”** means the person, firm, company, or organisation purchasing the Goods from the Seller.
- **“Seller”** means Pioneer Research Chemicals Ltd., its subsidiaries, or authorised representatives supplying the Goods.
- **“Goods”** means all products, materials, or chemicals supplied by the Seller, including laboratory reagents, industrial chemicals, and specialty fine chemicals.
- **“Order”** means the Buyer’s request to purchase Goods, whether by written purchase order, online submission, or other means accepted by the Seller.
- **“Contract”** means the agreement between the Buyer and Seller for the sale of Goods, consisting of these Terms, the Seller’s quotation or order confirmation, and any document expressly incorporated by reference.

➤ **“Certificate of Analysis (CoA)”** means the document issued by the Seller or its supplier detailing analytical results and confirming conformity of the Goods to specification.

➤ **“Specification”** means the agreed description, grade, or quality of the Goods as stated in the Seller’s CoA, Product Data Sheet, or written agreement.

➤ **“Working Day”** means any day other than a Saturday, Sunday, or public holiday in England.

➤ **“Regulations”** refers to all applicable laws, statutes, and regulatory requirements governing the manufacture, transport, storage, and use of the Goods (including, where applicable, REACH, CLP, GHS, and UK REACH).


➤ **“Data Protection Laws”** means all applicable data protection and privacy legislation in force from time to time, including the UK GDPR, the EU General Data Protection Regulation (EU GDPR), the Data Protection Act 2018, and any other applicable legislation relating to the processing of personal data.

1.5 These Terms apply to all quotations, offers, and sales made by the Seller and constitute the entire agreement between the parties unless otherwise expressly agreed in writing.

2. Quotations and Orders

2.1 Quotations are valid for thirty (30) days unless otherwise stated and are subject to stock availability.



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- 2.2 All Orders are subject to written acceptance by the Seller. The Seller reserves the right to refuse any Order at its discretion.
- 2.3 Minimum order quantities or values may apply to certain Goods.

3. Prices and Payment

- 3.1 Prices are exclusive of VAT, delivery, and any applicable duties unless otherwise stated.
- 3.2 Payment is due within thirty (30) days of the invoice date unless otherwise agreed in writing.
- 3.3 The Seller reserves the right to charge interest on overdue payments at the rate of LIBOR plus 4% per annum prevailing from time to time during such period.
- 3.4 Title to the Goods remains with the Seller until payment in full is received.
- 3.5 Notwithstanding the above, the risk in the Goods shall pass to the Buyer at the point of delivery.

4. Delivery

- 4.1 Delivery dates are estimates only. The Seller will not be liable for delays beyond its reasonable control.
- 4.2 Delivery shall be made to the address specified in the Order confirmation.
- 4.3 The Buyer must inspect Goods immediately upon delivery and notify the Seller in writing within seven (7) Working Days of any shortages, damages, or non-conformity. Failure to do so shall constitute acceptance of the Goods.


5. Specifications and Quality

- 5.1 Goods will conform to the Specification stated on the Seller's Certificate of Analysis (CoA) or Product Specification at the time of despatch.
- 5.2 Unless otherwise agreed, analytical methods used are those of the Seller or its suppliers.
- 5.3 The Seller may make minor changes to Specifications, packaging, or labelling where this does not materially affect quality or performance.
- 5.4 The Seller does not guarantee suitability of the Goods for any specific application unless expressly agreed in writing.

6. Use and Handling

- 6.1 Goods are supplied for laboratory, research, or industrial use only and are not intended for human or animal consumption, nor for use in food, drug, or household applications unless specifically authorised.
- 6.2 The Buyer is responsible for assessing the suitability of Goods for their intended purpose and for ensuring that all handling, storage, and use comply with applicable laws, Regulations, and good industry practice.
- 6.3 The Buyer must ensure that personnel handling the Goods are properly trained and familiar with the relevant Safety Data Sheets (SDS).
- 6.4 The Seller accepts no responsibility for misuse of the Goods by the Buyer or any third party.
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7. Returns and Cancellations

- 7.1 Goods may not be returned without prior written authorisation.
- 7.2 Returned Goods must be unopened and in original packaging.
- 7.3 Custom, made-to-order, or hazardous materials are non-returnable unless defective.
- 7.4 Cancellations will only be accepted with written agreement and may be subject to a restocking or cancellation charge.

8. Liability

- 8.1 The Seller's liability for defective Goods shall be limited to replacement of the Goods or refund of the purchase price.
- 8.2 The Seller shall not be liable for indirect, incidental, or consequential loss or damage, including loss of profit, production, or business.
- 8.3 Nothing in these Terms limits liability for death or personal injury caused by negligence, fraud, or any other liability that cannot be excluded by law.

9. Data Protection

- 9.1 The Seller shall process any personal data of the Buyer in accordance with applicable Data Protection Laws, including the UK GDPR and EU GDPR, where relevant.
- 9.2 Personal data will only be collected, used, and stored for legitimate business purposes such as order fulfilment, customer communication, compliance with legal obligations, and marketing (where consented).
- 9.3 The Seller may transfer personal data to third-party service providers, agents, or


logistics partners for the purpose of fulfilling Orders or providing services, subject to appropriate data protection safeguards.

- 9.4 Where the Seller exports Goods outside the UK or EU, it may transfer personal data internationally in accordance with applicable data transfer mechanisms recognised under Data Protection Laws.
- 9.5 The Buyer's rights under Data Protection Laws include the right to access, correct, and request deletion of their personal data, and to withdraw consent for marketing at any time.
- 9.6 Further information is available in the Seller's Privacy Policy, available on request or via the Seller's website.

10. Export Sales

- 10.1 These Terms apply equally to all export sales unless expressly varied in writing.
- 10.2 Export shipments will be made in accordance with current Incoterms®, as specified in the Seller's quotation or order confirmation.
- 10.3 The Buyer is responsible for obtaining, at its own expense, any import licences, permits, or customs clearances required for receipt of the Goods in the destination country.
- 10.4 The Buyer must ensure that the Goods, and any products incorporating them, are not used for any purpose prohibited by applicable export control laws or sanctions regulations.
- 10.5 The Seller reserves the right to delay or cancel shipment if required to comply with export control or sanctions laws.
- 10.6 Risk shall pass in accordance with the agreed Incoterm, but title shall not pass until payment in full is received by the Seller.



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10.7 The Buyer shall be responsible for compliance with all applicable import, labelling, and chemical registration requirements in the destination country (e.g., REACH, CLP, TSCA, or other national equivalents).

11. Regulatory and Safety Compliance

- 11.1 The Seller warrants that Goods comply with applicable chemical Regulations as they apply to the Seller's role in the supply chain (including REACH, CLP, GHS, and UK REACH).
- 11.2 The Buyer is responsible for ensuring compliance in any downstream use, re-labelling, repackaging, or re-sale.
- 11.3 The Seller accepts no responsibility for the consequences of improper storage, handling, or use of Goods by the Buyer or its customers.

12. Force Majeure

The Seller shall not be liable for any delay or failure to perform due to events beyond its reasonable control, including but not limited to natural disasters, transport delays, strikes, or raw material shortages.

13. Confidentiality

Any non-public information supplied by the Seller (including formulations, pricing, or technical data) shall remain confidential and may not be disclosed without the Seller's prior written consent.

14. Governing Law

These Terms shall be governed by and construed in accordance with the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of England.

15. Miscellaneous

- 15.1 If any provision of these Terms is found invalid or unenforceable, the remainder shall continue in full force and effect.
- 15.2 Failure by the Seller to enforce any provision shall not constitute a waiver of its rights.
- 15.3 These Terms constitute the entire agreement between the parties regarding the sale of Goods and supersede any prior communications or agreements.

