

# CAMBRIDGE RESEARCH BIOCHEMICALS LIMITED

## CONDITIONS OF SALE

### 1. CONDITIONS

These are the conditions governing the sale of goods sold by Cambridge Research Biochemicals Limited ("Goods"). No modification of these conditions shall be of any effect unless expressly accepted by Seller in writing and no such modification shall be effected by the acknowledgement of receipt of Buyer's order or other document(s) containing terms or conditions inconsistent herewith.

### 2. QUOTATIONS AND ORDERS

Seller shall issue a quotation, either in the form of a letter, pro-forma invoice, or otherwise, to enable Buyer to place an order for Goods. Although Seller shall have no obligation to accept Buyer's order, any acceptance by Seller shall constitute a contract for sale to Buyer of the Goods ordered ("a Contract").

### 3. PRICE AND PAYMENT

The price of Goods shall be as stated in the quotation issued by Seller to Buyer. Any government duty or tax applicable shall be paid by Buyer. In respect of Goods to be delivered in the United Kingdom, payment shall be made by net cash due by the 20th of the month following the month of invoice or before delivery, if required. In respect of Goods to be delivered outside the United Kingdom, payment shall be made as stated in the quotation issued by Seller to Buyer. Payment in either case shall be deemed not to have been made until the full price stated in the quotation shall have been received by Seller. All sums shall be paid in full by Buyer without set-off or deduction.

### 4. ASSIGNMENT

Buyer shall not assign or otherwise transfer all or part of a Contract without prior written consent of Seller.

### 5. ADVANCE PAYMENT, SUSPENSION AND TERMINATION

Seller may (without prejudice to its other rights) require payment in advance of delivery, suspend delivery or terminate a Contract forthwith by written notice to Buyer:

- if Seller shall not on the due date have received the full price of Goods supplied and any other sums due from Buyer (whether due in connection with the supply of Goods or otherwise), or
- if Buyer commits a breach of any other obligation under a Contract, or
- if Buyer is unable to pay its debts when they become due, or
- if Buyer enters into any arrangement with its creditors or ceases to pay its debts, or
- if in respect of Buyer an administration order is made or a receiver or manager is appointed, or
- if in respect of Buyer a winding up resolution is passed or a winding up or bankruptcy order is made, or
- if events or acts occur or are done in relation to or by Buyer which are equivalent to those described in (e) or (f) above.

### 6. FORCE MAJEURE

Seller shall have the right to cancel or delay or to reduce the amount delivered if:

- Seller is prevented from or hindered or delayed in manufacturing or acquiring Goods or delivering them by normal route or means of delivery through any circumstances which Seller cannot control by taking such action as can be reasonably expected, or through any industrial dispute, fire, explosion, flood, accident, reduction in or unavailability of power at manufacturing plant, breakdown of plant or machinery, or shortage or unavailability of raw materials from normal sources;
- any government measure is taken or threatened which may prevent, hinder or delay the receipt by Seller of the full price of any Goods or which may result in Seller bearing any expense or loss which Seller would not otherwise have borne. Following any such cancellation or reduction and during any such period of delay, Seller shall be under no liability arising out of Seller's failure to deliver.

### 7. HEALTH AND SAFETY

Seller gives notice to Buyer that Seller has available information and product literature concerning the conditions necessary to ensure that Goods will be safe and without risk to health when properly used. If Buyer is not already in possession of such literature or requires any information or advice in connection with the safe use of Goods, Buyer should immediately contact Seller.

### 8. QUALITY

All goods will accord with the certificate of analysis supplied by Seller or, failing such certificate with Seller's specification or, failing such specification with Seller's typical analysis or, failing such specification or typical analysis, to be within normal limits of industrial quality: there is no other express condition or warranty that Goods correspond with any description nor as to the quality of Goods and any implied condition or warranty (statutory or otherwise) relating to such matters is excluded. No complaint arising in respect of any lot or batch of Goods shall entitle Buyer to reject or refuse delivery of all or any following deliveries of Goods ordered by Buyer.

### 9. PURPOSE

Any recommendation relating to the use of Goods made by Seller, whether in technical literature, in response to a specific enquiry or otherwise, is given in good faith but it is for Buyer to satisfy itself of the suitability of Goods for its own particular purpose: there is no express condition or warranty as to the fitness of Goods for any particular purpose and any implied condition or warranty (statutory or otherwise) relating to such fitness is excluded.

### 10. LIABILITY

Buyer shall notify Seller in writing of any defect in Goods immediately such defect is discovered and, in any event, within 60 days of delivery. Buyer shall not use any defective Goods after such notification until Seller has investigated the complaint and the matter has been resolved. Seller shall not be liable for any defect in any Goods used by Buyer prior to such notification. No liability shall attach to Seller unless and until this procedure has been completed. Seller's liability in respect of defective Goods shall not exceed replacement of the Goods shown to be defective or, at Seller's option, reimbursement of the price received by Seller for those Goods. In respect of any breach of the terms of Contract, Seller shall not be liable in any circumstances for loss of profits, increased cost of working or any other consequential financial loss suffered by Buyer.

### 11. NOTIFICATION OF NON-DELIVERY, DAMAGE, OR SHORTAGE

In cases of non-delivery of, damage to or shortage in any consignment, Buyer shall advise both carrier and Seller in writing (other than by a qualified signature on the carrier's consignment note or delivery document) at the earliest opportunity and, in the case of damage or shortage, in any event not more than 10 days after delivery. In the absence of prompt written advice from Buyer to both carrier and Seller, Goods shall be deemed to have been delivered and accepted by Buyer complete and in a satisfactory condition.

### 12. COMMERCIAL TERMS AND LOCAL LEGAL REQUIREMENTS

In respect of Goods to be delivered outside the United Kingdom:

- terms used in a Contract, unless otherwise stated, shall be defined in accordance with INCOTERMS 2000; and
- Buyer shall be responsible for ensuring due compliance with all local legal requirements in respect of the import, sale, distribution, storage, insurance or use of Goods.

### 13. PASSING OF RISK

Risk to Goods to be delivered in the United Kingdom shall pass to Buyer on delivery, which shall be made in accordance with the directions as to delivery stated in Buyer's order. Risk to Goods to be delivered outside the United Kingdom shall pass to Buyer under INCOTERMS 2000.

### 14. PASSING OF TITLE

- Title to Goods shall pass to Buyer as soon as Seller shall have received the full price of those Goods and shall also have received any other sums due from Buyer (whether due in connection with the supply of Goods or otherwise), but until then the provisions of paragraph (2) and (3) of this condition 14 shall apply.
- Until title to Goods shall have passed to Buyer in accordance with the provisions of this condition 14, the following provisions shall apply.
  - Seller shall retain title to Goods and they shall remain the sole and absolute property, both legally and beneficially of Seller.
  - Buyer shall possess Goods solely as bailee.
  - Buyer shall store Goods, until they are used, separately from materials which are not Seller's property and in a manner which makes them readily identifiable as Seller's property, and shall keep them insured against loss or damage.
  - Buyer shall have no authority to sell Goods and shall have no power to transfer title to them, except by virtue of any statutory power of which Buyer cannot be contractually deprived.
    - In the event of such transfer of title to Goods by virtue of such statutory power, Buyer shall be deemed to act as agent for Seller, shall in its capacity of bailee hold any money received consequent upon such transfer on trust for Seller and shall pay the same into a bank account which is not overdrawn and is kept solely for money received for Goods.
    - If Buyer shall not have received the money due consequent upon such transfer, Buyer shall within seven days of a request by Seller assign to Seller all its rights in respect of such money.
  - Buyer's right to possession of such Goods shall cease if Buyer shall give to Seller written notice to that effect or if Buyer shall enter into any arrangement with its creditors or cease to pay its debts or do anything or fail to do anything which would entitle a receiver to take possession of any assets or which would entitle any person to present a petition to wind up Buyer (if Buyer is a corporate body) or commit an act of bankruptcy (if Buyer is an individual) or do anything or fail to do anything which could have equivalent consequences.
    - Upon Buyer's right to possession of Goods ceasing, Seller may forthwith enter any premises where Goods are stored or where they are reasonably thought by Seller to be stored and may take possession of them and remove them from such premises.
- In the event of:
  - Goods being used to create a new product: and
  - where the new product created incorporates other materials, the new product not being reducible to the original materials and title to the new product not being vested in a third party: the following provisions shall apply.
    - Title to the new product shall upon its creation vest in Seller and the new product shall be the sole and absolute property, both legally and beneficially, of Seller.
    - Seller shall be obliged to pay fair compensation to Buyer for any other materials incorporated in the new product, if Seller takes possession of the new product prior to title thereto passing to Buyer.
    - Title to the new product shall pass to Buyer as soon as Seller shall have received the full price of the Goods used to create the new product and shall also have received any other sums due from Buyer (whether due in connection with the supply of Goods or otherwise) but until then the provisions of paragraph (2) of this condition 14 shall apply to the new product as if the new product were Goods.

### 15. WAIVER

Failure by Seller to enforce any of its rights shall not constitute a waiver of those or any other right of Seller.

### 16. SEVERANCE

If any provision of these conditions or any other provision of a Contract proves to be wholly or partly unenforceable, it shall be severed and shall not affect any other provisions.

### 17. LAW AND JURISDICTION

All disputes arising from or in connection with a Contract shall be governed by English law and shall be submitted to the exclusive jurisdiction of the English courts.