

NSL TERMS AND CONDITIONS OF SALE

1. INTERPRETATION

In these Terms and Conditions the following expressions will have the following meanings unless inconsistent with the context:

- “Buyer”** means the person(s), firm or company (including a Consumer) whose order for the Goods is accepted by the Seller.
- “Consumer”** means an individual or entity who enters into a Contract to obtain Goods from the Seller for purposes which are outside its trade, business or profession.
- “Contract”** means any contract between the Seller and the Buyer for the sale and purchase of the Goods formed in accordance with Condition 2.
- “Goods”** means those Goods which the Seller supplies to the Buyer under a Contract.
- means Nottingham Scientific Limited, having a registered office at Loxley House, Tottle Road, Riverside Business Park, Nottingham NG2 1RT, United Kingdom.
- “Seller”**
- “Terms and Conditions”** means the standard terms and conditions of sale set out in this document together with any special terms agreed in writing between the Buyer and the Seller and attached to these terms and conditions

2. FORMATION AND INCORPORATION

- 2.1 Subject to any variation under Condition 12.1, the Contract will be upon these Terms and Conditions, to the exclusion of all other terms and conditions and all previous oral or written representations including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order or similar document, whether or not such document is referred to in the Contract.
- 2.2 Each order for Goods will be deemed to be an offer by the Buyer to purchase Goods upon these Terms and Conditions. The Contract is formed when the order is accepted by the Seller. No contract will come into existence until the acceptance of an order by the Seller. All orders must be on the Seller’s order form.
- 2.3 Acceptance of delivery of Goods shall be deemed conclusive evidence of the Buyer’s acceptance of these Terms and Conditions.
- 2.4 Subject to Condition 8.1 in relation to Buyers dealing as Consumers, the Seller may cancel the Contract at any time prior to delivery or performance.

3. DESCRIPTION

The description of the Goods will be as set out on the Seller’s order form/specification.

4. PRICE, ORDERING AND PAYMENT

- 4.1 The price for the Goods will be the price on the Seller’s web site.
- 4.2 Should a products price change between receipt of order and dispatch, the Buyer will be notified and given the opportunity to cancel the order and receive a full refund.
- 4.3 All prices are exclusive of any costs for delivery and VAT.
- 4.4 The total purchase price, including delivery charges and VAT will be displayed in the Buyer’s shopping cart prior to confirming the order.
- 4.5 In all cases, payment must be made in full before dispatch of any Goods. A cheque made out to Nottingham Scientific Limited must be remitted by the Buyer together with a completed order form stating the quantity of each product required.

5. DELIVERY

- 5.1 The Goods supplied within the UK shall be delivered by post, normally dispatched within [5] working days of cleared funds, sent recorded delivery to the address stated by the Buyer on the order form.
- 5.2 Delivery of the Goods will be accepted by the Buyer at any time of day. If the Buyer fails to take delivery, or provide any necessary documents to the Post Office or the Seller where reasonably requested, the Goods will be deemed to have been delivered.
- 5.3 The Seller will use reasonable endeavours to deliver each of the Buyer’s orders for the Goods within a reasonable time, but the time of delivery or performance will not be of the essence. Subject to Condition 8.1 where the Buyer is dealing as a Consumer, any delay in delivery will not entitle the Buyer to cancel the Contract unless and until the Buyer has given 30

days' written notice to the Seller requiring the delivery to be made and the Seller has not fulfilled the delivery within that period. If the Buyer cancels the order in accordance with this Condition 5.3 then:

- 5.3.1 The Seller will refund to the Buyer any sums which the Buyer has paid to the Seller in respect of that order or part of the order which has been cancelled;
- 5.3.2 the Buyer will be under no liability to make any further payments under Condition 4 in respect of that order or part of the order which has been cancelled; and
- 5.3.3 The Seller will have no other liability to the Buyer in respect of the delay or failure of the Seller.

6. RISK/TITLE

- 6.1 All Goods will remain the property of the Seller until the price of such Goods has been paid in full (in cleared funds).
- 6.2 Risk in the Goods will pass to the Buyer from the date of delivery (date of posting) unless the Buyer is dealing as a Consumer, in which case the Goods shall remain at the Seller's risk until they are delivered to the Consumer or deemed to be delivered in accordance with condition 5.2.

7. LIABILITY OF NSL

- 7.1 This Condition 7 is in addition to and does not affect a Consumer's rights in relation to defective Goods or Services given to consumers by law.
- 7.2 The Seller will, free of charge, within a period of 6 months from the date of delivery of Goods which are proved to the reasonable satisfaction of the Seller to be damaged or defective due to defects in material, workmanship or design, replace such Goods. This obligation will not apply where:
 - 7.2.1 any instructions as to the use or storage of the Goods have not been complied with in all respects; or
 - 7.2.2 the Buyer has failed to notify the Seller of any defect or suspected defect within 14 days of delivery where the defect should be apparent on reasonable inspection, or within 14 days of the same coming to the knowledge of the Buyer where the defect is not one which should be apparent on reasonable inspection, and in any event no later than 6 months from the date of delivery.
- 7.3 The Seller will refund to the Buyer the cost of postage on the return of any such defective or damaged Goods, and will deliver any repaired or replacement Goods to the Buyer at the Seller's own expense.
- 7.4 Any Goods which have been replaced will belong to the Seller. Any repaired or replacement Goods will be liable to repair or replacement under the terms specified in Condition 7.2 for the unexpired portion of the 12 month period from the original date of delivery of the replaced Goods.
- 7.5 The Seller does not exclude its liability (if any) to the Buyer for any matter which it would be illegal for the Seller to exclude (or to attempt to exclude) its liability including those matters referred to in Condition 8.4 where the Buyer is dealing as a Consumer.
- 7.6 Except as provided in Conditions 7.1 to 7.5 and 8.4, the Seller will be under no liability to the Buyer whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any injury, death, damage or direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused arising out of or in connection with any Contract including the provision of any Goods or Services.
- 7.7 Except as set out in Conditions 5.3, 7.1 to 7.5 and 8.4, the Seller hereby excludes to the fullest extent permissible in law, all conditions, warranties and stipulations, express (other than those set out in the Contract) or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in favour of the Buyer.
- 7.8 Save where the Buyer is dealing as a Consumer, in the event of any breach of these conditions by the Seller the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the price of the Goods and the Buyer agrees to indemnify, keep indemnified and hold harmless the Seller from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which the Seller incurs or suffers as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance by the Buyer of the terms of the Contract.

8. ADDITIONAL TERMS ONLY RELATING TO BUYERS DEALING AS CONSUMERS

- 8.1 Once a Contract has come into existence between the Seller and a Consumer, the Seller shall only be entitled to cancel the Contract in accordance with Condition 11. If the Seller has not delivered Goods to a Buyer dealing as a Consumer within 30 days of the Consumer's order, the Consumer may cancel the Contract and the Seller will refund any money paid.
- 8.2 Following delivery, Buyers dealing as Consumers have the right to cancel a Contract and receive a refund. The Consumer must inform the Seller within 7 working days, commencing on the day after the Goods are delivered to the Consumer. If the Consumer chooses to cancel, the Goods must be returned at the Consumer's cost and risk and Consumers must take reasonable care of the Goods. If the Consumer does not return the Goods within 14 days of cancellation, or when requested to do so by the Seller, whichever occurs first, the Seller can collect the Goods at the Consumer's cost.
- 8.3 Buyers dealing as Consumers are required to inspect the Goods for the purpose of ascertaining whether or not at the time of delivery they are damaged or defective. Buyers acting as Consumers are required to notify the Seller as soon as is reasonably practical in the event that the Goods are found on inspection to be defective or damaged. The Seller will then

arrange for the return of the Goods to the Seller at no cost to the Consumer. If the Goods are found to be damaged prior to delivery to the Consumer, or defective, the Seller will repair or replace the Goods or refund the price paid by the Consumer.

8.4 BUYERS DEALING AS CONSUMERS HAVE OTHER RIGHTS GRANTED BY LAW IN ADDITION TO THOSE SET OUT IN THESE TERMS AND CONDITIONS WHICH THE SELLER CANNOT EXCLUDE. THESE TERMS AND CONDITIONS DO NOT AFFECT THOSE OTHER RIGHTS GRANTED BY LAW.

9. FORCE MAJEURE

The Seller will not be liable to the Buyer for any failure or delay or for the consequences of any failure or delay in performance of the Contract, if it is due to any event beyond the reasonable control and contemplation of the Seller including, without limitation, acts of God, war, industrial disputes, protests, fire, tempest, explosion, an act of terrorism and national emergencies and the Seller will be entitled to a reasonable extension of time for performing such obligations.

10. INTELLECTUAL PROPERTY

10.1 All intellectual property rights in the Goods belong to the Seller or its licensors absolutely.

10.2 The Buyer may not make or distribute copies of the Goods;

10.2.1 sell, sub-licence or transfer the Goods to any third party;

10.2.2 make any public presentation using the Goods without the prior written consent of the Seller which shall not be unreasonably withheld.

10.3 The Buyer shall notify the Seller immediately if the Buyer becomes aware of any claim made against the Buyer that normal use or possession of the Goods infringes or is alleged to infringe the intellectual property rights of any third party.

10.4 If at any time in connection with any Contract the Buyer (whether alone or with any other person) creates any intellectual property related to the subject matter of the Contract, the Buyer shall treat such intellectual property and all information relating to it as confidential to the Seller and shall promptly disclose to the Seller full details of such work. The property, including all intellectual property rights in such work shall vest in the Seller absolutely and the Buyer agrees to assign the same to the Seller and the provisions of Condition 10.6 shall apply.

10.5 The Buyer hereby irrevocably and unconditionally waives in favour of the Seller any and all moral rights conferred on the Buyer by virtue of the Copyright Designs and Patents Act 1988 for any design or copyright work referred to in Condition 10.4.

10.6 Notwithstanding any prior termination of a Contract, at the request of the Seller, the Buyer shall do all things necessary or desirable to enable the Seller or its nominee to confer absolute title to and ownership of and to obtain the benefit of the rights including the intellectual property referred to in Condition 10.4 and to secure patent or other appropriate forms of protection for it throughout the world.

11. TERMINATION

11.1 The Seller may by written notice terminate the Contract immediately if the Buyer is in material breach of the Contract or enters into insolvency, bankruptcy, any arrangement with its creditors or any other arrangement or situation which has a like effect. Failure to pay any sums due is a material breach of the terms of the Contract which is not capable of remedy.

11.2 The termination of the Contract howsoever arising is without prejudice to the rights, duties and liability of either the Buyer or the Seller accrued prior to termination. The conditions which expressly or impliedly have effect after termination will continue to be in force notwithstanding termination.

12. GENERAL

12.1 Save as set out in the Contract, these Terms and Conditions may only be varied or amended in writing and signed by a director of the Seller.

12.2 The Contract is personal to the Buyer who may not assign, delegate, license, hold-on-trust or sub-contract, all or any of its rights or obligations under the Contract without the Seller's prior written consent.

12.3 The Contract contains all the terms which the Seller and the Buyer have agreed in relation to the Goods and supersedes any prior written or oral agreements, representations or understandings between the parties relating to such Goods. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Seller which is not set out in the Contract. Nothing in this Condition 12.3 will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.

12.4 The parties to the Contract do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

12.5 For the avoidance of doubt should there be any conflict between the terms and conditions of sale set out in this document and any special terms attached to them, the special terms shall prevail.

12.6 The formation, existence, construction, performance, validity and all aspects whatsoever of the Contract or of any term of the Contract will be governed by English law. The English courts will have exclusive jurisdiction to settle any dispute which may arise out of, or in connection with the Contract. The parties agree to submit to that jurisdiction.