TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS

NOTE:
(i) There are provisions contained in these Conditions, in particular Conditions 2.4, 2.10, 3.2, 8.2, 8.4, 11, 12, 13 and 15 which exclude or limit liability of the Company, its servants and agents, and Conditions 5 and 6.1, which provides to the Company a right of indemnity against the Customer in certain circumstances.
(ii) The Company's quoted and printed prices are not fixed prices as appears from Condition 4.1 below, and may be increased pursuant to Condition 4.4 below. The Customer may be liable for additional costs pursuant to Conditions 4.3, 8.3 and/or 8.5.3.

1. DEFINITIONS
1.1 In these terms and conditions ("Conditions") the following words and expressions shall have the following meanings:-
"Company" Scientific Laboratory Supplies Limited (company number 02577009) whose registered office is at Orchard House, The Square, Hessle, East Yorkshire HU13 0AE;
"Contract" the contract between the Company and the Customer for the sale and purchase of the Goods, incorporating these Conditions;
"the Customer" the person, firm or company who purchases the Goods from the Company;
"Goods" the goods to be supplied to the Customer by the Company (including any instalment of the goods or part of them) under the terms of the Contract;
"Order" the order placed by the Customer with the Company for purchase of the Goods.
1.2 In these Conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced. Headings will not affect the construction of these Conditions.
1.3 In these Conditions references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.

2. GENERAL
2.1 Subject to any variation under Condition 2.3 the Contract will be on these Conditions to the exclusion of all other terms and conditions (including any terms and conditions which the Customer purports to apply under any written Order, confirmation of Order, specification or other document).
2.2 No terms or conditions endorsed upon, delivered with or contained in the Customer's written Order, confirmation of Order, specification or other document will form part of the Contract simply as a result of such document being referred to in the Contract.
2.3 These Conditions apply to all the Company's sales and any variation to these Conditions and representations about the Goods shall have no effect unless expressly agreed in writing and signed by a director of the Company.
2.4 The Company is prepared to receive the Order by telephone but will be under no liability whatsoever for any error or omission claimed by the Customer to have arisen in relation to a telephone Order.
2.5 Each Order shall be deemed to be an offer by the Customer to purchase Goods subject to these Conditions.
2.6 No Order shall be deemed to be accepted by the Company until an acknowledgement of Order is issued by the Company or (if earlier) the Company delivers the Goods to the Customer. Orders are accepted by the Company subject to availability of products and supplies from the Company's suppliers required to fulfil the Contract.
2.7 The Customer must ensure that the terms of its Order and any applicable specification are complete and accurate, and the Customer is responsible for giving the Company any necessary information relating to the Goods within a sufficient time to enable the Company to perform the Contract in accordance with its terms.
2.8 Any quotation is given on the basis that no contract will come into existence until (and upon the terms which) any Order is accepted by the Company. Unless otherwise specified in writing by the Company, any quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.
2.9 The Contract (and/or any Goods or instalments of Goods comprised in the Contract) may only be cancelled by the Customer with the Company's prior written consent and upon cancellation the Company shall be entitled to invoice the Customer for all work carried out to date by the Company under the Contract including any costs and expenses incidental to that work.
2.10 To ensure that any advice or recommendations required by the Customer is given by an appropriate representative of the Company, the Customer acknowledges that any advice or recommendations given by the Company, its employees or agents to the Customer or its employees or agents as to the storage application or use of the Goods, which is not confirmed in writing by the Company, is followed or acted upon entirely at the Customer's own risk, and accordingly the Company shall not be liable for any adverse results of any such advice or recommendation which has not been so confirmed in writing.

3. DESCRIPTION
3.1 The description of the Goods shall be as set out in the Company's quotation.
3.2 All drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in any catalogue, brochure, leaflet or correspondence issued by the Company are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They will not form part of this Contract.
3.3 Any samples given by the Company correspond with the Goods as far as is reasonably possible given the nature of the Goods but this is not a sale by sample and the samples are not to be treated as forming part of the Contract.
3.4 The Company reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or EC requirements or, where the Goods are to be supplied to the Company's specification, which do not materially affect their quality or performance.
3.5 Without prejudice to Condition 8.4 below, the Company may supply alternative goods which in its reasonable discretion believes will achieve comparable performance where it appears to the Company that it will be unable to supply the Goods or any of them by any agreed delivery date. Such rights to substitute may be exercisable as to all and any other goods (whether comprising all or any part of the same or any other Contract between the Company and the Customer) whose compatibility with and/or capacity to perform together with the Goods substituted pursuant to the foregoing provisions appears to the Company in its reasonable discretion to be in doubt, and the Company may substitute any such goods for goods which in its reasonable discretion would be compatible with any Goods altered or substituted as aforesaid.
3.6 In the event of the Company exercising its rights under Condition 3.5 above the Company shall if appropriate adjust the price payable by the Customer accordingly, provided that if the effect of such substitution is to increase the total price otherwise payable by more than 10% the Company shall give notice in writing to the Customer thereof and the Customer shall have the right exercisable by notice in writing upon the Company (to be given not later than seven days after receipt by the Customer of the Company's said notice) to terminate the Contract, whereupon the Contract shall be terminated without right or remedy by either party against the other save in respect of any rights accrued prior to such termination.

4. PRICE
4.1 The price payable for the Goods shall be the price specified in any written acknowledgement of Order issued by the Company, or (if no price is specified or no written acknowledgement of Order is submitted to the Customer) the price for the Goods shall be the Company's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Company's published price list current at the date of delivery or deemed delivery ("the Price").
4.2 The Price shall be exclusive of VAT and any other similar taxes which the Customer shall be additionally liable to pay to the Company.
4.3 Unless otherwise specifically agreed in writing by the Company, the Price shall be exclusive of all costs or charges in relation to loading, unloading, carriage to the Customer's premises, packaging and insurance and accordingly where it has been expressly agreed that the Company deliver the Goods to the Customer's premises pursuant to Condition 8.1, the Customer will be responsible for payment of all the aforementioned costs and charges when it is due to pay the Price. Any returnable packaging or containers supplied by the Company with the Goods shall be returned to the Company forthwith after delivery or the Company shall be entitled to charge the Customer such amount as is reasonable therefor.
4.4 The Company may at any time increase the Price by an amount equal to the increase in the Company's cost in carrying out its obligations under the Contract which is due to any factor beyond the control of the Company (including but not limited to any significant increase in raw material, labour or energy costs or other costs of manufacture, any foreign exchange fluctuation, currency regulation or alteration of duties) and a proportionate increase in Price required to preserve the Company's profit margin. Where delivery is by instalments the Company shall be entitled to increase the Price as stated in this Condition in respect of any Goods undelivered at that time.
4.5 A handling charge of £7.50 will be applied to all Contracts of less than £100 (excluding VAT) in value.

5. ADDITIONAL COSTS
The Customer agrees to indemnify the Company on demand against any loss or extra cost incurred by the Company through the Customer's instructions or lack or instructions or through any act or default on the part of the Customer its servants or employees.

6. INTELLECTUAL PROPERTY
6.1 The Customer shall indemnify the Company against all loss, costs, claims, expenses and damages awarded against or incurred by the Company arising out of any alleged infringement of any patent, trade mark, registered design, design right, copyright or other industrial or intellectual property rights of any other person arising out of the manufacture or sale of Goods made to the specification or special requirements (including without limitation the application of any process) of the Customer.
6.2 All written information, drawings, artwork, images and diagrams (excluding the Goods themselves) prepared by the Company in relation to the supply of Goods and the copyright therein and all other items owned by the Company and used in the production of the Goods shall remain the property of the Company and shall be returned by the Customer on demand. All such information shall be treated as confidential and shall not be copied or reproduced or disclosed to any third party without the prior written consent of the Company.
6.3 The Customer shall ensure that its employees, servants and agents and all those under the Customer's control and supervision shall comply with the obligations of confidentiality contained at Condition 6.2.
6.4 The supply of Goods by the Company shall not confer any right upon the Customer to use any of the Company's trade marks (except in the re-sale of the Goods in the packaging supplied by the Company), or any of the Company's patents, design rights or other industrial or intellectual property rights, and at all times such patents, trade marks, design rights and other industrial or intellectual property rights shall remain the absolute property of the Company (or its suppliers).

7. PAYMENT
7.1 The Company shall be entitled to invoice the Customer for the Price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Customer or the Customer wrongfully fails to take delivery of the Goods, in which event the Company shall be entitled to invoice the Customer for the Price at any time after the Company has notified the Customer that the Goods are ready for collection or (as the case may be) the Company has tendered delivery of the Goods.
7.2 Unless otherwise agreed in writing with the Company, the Customer shall pay the Price on or before the date 28 days after the date of the Company's invoice PROVIDED ALWAYS that payment shall become due on demand in any event forthwith upon the occurrence of any of the events referred to in Condition 10.7. The Company shall be entitled to recover the Price notwithstanding that delivery may not have taken place and/or the property in the Goods has not passed to the Customer.
7.3 If upon the terms of the Contract monies due shall be payable by instalments, a default by the Customer of the payment of any instalment due shall cause the whole of the balance of the sums due to become due forthwith.
7.4 The sums due to the Company under the Contract shall be due in full to the Company in accordance with the terms of the Contract and the Customer shall not be entitled to make any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.
7.5 The time of payment of the Price (and any other sums due from the Customer to the Company pursuant to the Contract or these Conditions) shall be of the essence of the Contract.
7.6 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:
7.6.1 cancel the Contract or suspend any further deliveries to the Customer;
7.6.2 appropriate any payment made by the Customer to such of the Goods (or any goods supplied under any other contract between the Customer and the Company) as the Company may think fit (notwithstanding any purported appropriation by the Customer);
7.6.3 to repossess any Goods already delivered to the Customer (as detailed in Condition 10.7 below);
7.6.4 charge the Customer interest on the amount unpaid from the due date for payment, at the annual rate of 4% above the base lending rate from time to time of Lloyds TSB Group plc from time to time, accruing on a daily basis until payment is made in full, whether before or after any judgement. The Company reserves the right to claim and charge the Customer interest (and reasonable compensation for debt recovery costs) under the terms of the Late Payment of Commercial Debts (Interest) Act 1998 and any enactment, order, regulation or other statutory instrument made thereunder; and/or
7.6.5 in relation to any future order or contract or balance of contract or order to insist on payment in full in advance of delivery.
7.7 The Company shall be entitled to withhold an amount equal to any amount due from the Customer to the Company from any amount due from the Company to the Customer on any account whatsoever and any term of any contract between the Customer and the Company that is inconsistent with this Condition shall be deemed to have been amended accordingly.
7.8 No payment shall be deemed to have been received until the Company has received cleared funds.
7.9 Notwithstanding any other provisions in these Conditions, the Customer shall be entitled to open a trading/credit account with the Company only with the prior agreement of the Company, which agreement shall include the Company making appropriate enquiries and being satisfied as to the Customer's creditworthiness.

8. DELIVERY OF GOODS
8.1 Unless specifically agreed in writing between the parties, delivery of the Goods shall take place by the Customer (or its nominated carrier) collecting the Goods at the Company's place of business at any time after the Company has notified the Customer that the Goods are ready for collection. In circumstances where it is agreed (in accordance with the foregoing) that delivery of the Goods is to be made by the Company, this shall be effected by the Company (or its agents) delivering the Goods (by a method of transport the Company thinks suitable) to the delivery address specified by the Customer or (in the event that the Customer fails to specify a delivery address) to any other address at which the Customer carries on business.
8.2 The date (or dates) for delivery of the Goods shall be the relevant date (or dates) specified in the written acknowledgement of Order issued by the Company or (if no written acknowledgement is made, or no date(s) are specified therein) the delivery date (or dates) shall be as otherwise specified by the Company in writing. If no dates are so specified, delivery will be within a reasonable time.
8.3 Where delivery is to be made by the Company or its agents the Customer will provide safe and proper means of access to the Customer's delivery points and for any vehicles used by the Company or its agents. The Customer shall be responsible for unloading the Goods from the vehicle, and shall provide all necessary personnel, equipment, means or facilities for the reception and unloading of the Goods (including where reasonably needed the attendance of the Customer's representatives at such delivery). All unloading shall be done at the Customer's risk. If the Customer does not comply with any of its obligations under this Condition 8.3, the Company shall be entitled to withhold delivery and/or to charge the Customer for any additional costs and time thereby incurred by the Company.
8.4 The Company shall use reasonable efforts to meet delivery dates, but dates for delivery are estimates only and delivery is subject to performance by the Company's own suppliers and haulage contractors. Time for delivery shall not be made of the essence by notice from the Customer or any other party. Subject to the other provisions of these Conditions the Company will not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence), nor will any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds 180 days. The Goods may be delivered by the Company in advance of the quoted delivery date upon giving reasonable notice to the Customer.
8.5 If the Customer refuses or fails to take delivery of the Goods within the Customer's normal working hours on the date of delivery, or if the Company is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisations:
8.5.1 risk in the Goods will pass to the Customer (including for loss or damage caused by the Company's negligence);
8.5.2 the Goods will be deemed to have been delivered; and
8.5.3 the Company may store the Goods and the Customer shall in addition to the Price payable under Condition 7 pay all costs and expenses (including without limitation the costs for storage and insurance and any additional delivery costs incurred by the Company) and if the Customer fails to take delivery after 14 days following the date of delivery, the Company may rescind the Contract and sell the Goods to a third party.
8.6 Where the Goods are handed to a carrier for carriage to the Customer any such carrier shall be deemed to be an agent of the Company and not the Customer for the purposes of Sections 44, 45 and 46 of the Sale of Goods Act 1979.
8.7 Section 32(3) of the Sale of Goods Act 1979 shall not apply to Goods sent by the Company.
8.8 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.

9. RETURN OF GOODS
Without prejudice to the provisions of Condition 11 below, Goods supplied in accordance with the Contract cannot be returned without the Company's prior written authorisation. Duly authorised returns shall be sent to only such address as the Company shall notify to the Customer and only at the Customer's expense.

10. PASSING OF TITLE TO AND RISK IN GOODS
10.1 Risk of damage to or loss of the Goods shall pass to the Customer:
10.1.1 in the case of Goods to be delivered at the Company's premises, at the time when the Company notified the Customer that the Goods are available for collection; or
10.1.2 in the case of Goods to be delivered otherwise than at the Company's premises, at the time of delivery; or
10.1.3 if the Customer wrongfully refuses or fails to take delivery of the Goods or in any of the other circumstances described in Condition 8.5, at the time when the Company has tendered delivery of the Goods (or, if appropriate, when the Goods would have been delivered but for the default of the Customer).
10.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Customer (and the Company therefore retains title to and continues to own the Goods) until the Company has received payment in full, for all sums due under this Contract and all other sums which are or which become due to the Company from the Customer on any account.
10.3 Until such time as title to the Goods has passed to the Customer pursuant to Condition 10.2 the Goods shall be stored separately from any goods belonging to the Customer or any third party (at no cost to the Company), shall be kept clearly marked as being the Company's property and the Customer shall not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods.
10.4 Until title to the Goods has passed to the Customer pursuant to Condition 10.2 the Customer shall be entitled to sell or use Goods in the ordinary course of its business (which in the case of a sale must be at the full market value of the Goods) and any such sale shall be a sale of the Company's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale.
10.5 The Customer shall insure the Goods (with the name of the Company noted on the policy until title passes pursuant to Condition 10.2 or until the Company retakes possession of them) from the time that risk passes and shall produce the policy to the Company for inspection on request. Until title to the Goods passes to the Customer as aforesaid, the Customer must hold any proceeds of such insurance on trust for the Company and not mix them with any other money, nor pay such proceeds into an overdrawn bank account. If the Customer fails to insure the Goods, the Company may do so and recover the cost from the Customer.
10.6 Save as expressly provided in this Condition 10 the Customer shall not assign, lease, pledge, charge or grant rights to third parties over the Goods in any way until they have been paid for in full by the Customer, but if the Customer does so all monies owing by the Customer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.
10.7 If the Customer does not pay the Company in full when due, compounds with its creditors, executes an assignment for the benefit of its creditors, has a bankruptcy order made against him or, being a company, enters into voluntary or compulsory liquidation or has an administrator or administrative receiver or receiver appointed over all or part of its assets or takes or suffers any similar action in consequence of debt or becomes insolvent or if the Company has reasonable cause to believe that any of these events is likely to occur, the Customer's right to possession of the Goods shall terminate immediately, and the Company shall have the right, without prejudice to any other remedies:-
10.7.1 to enter without prior notice any premises where Goods owned by it may be and to repossess and dispose of any Goods owned by it so as to discharge any sums owed to it by the Customer under the Contract or any other contract;
10.7.2 to require the Customer not to resell or part with possession of any Goods owned by the Company until the Customer has paid in full sums owed by it to the Company under the Contract or any other contract; and
10.7.3 to withhold delivery of any undelivered Goods.
10.8 Unless the Company expressly elects otherwise, any contract between it and the Customer for the supply of Goods shall remain in existence notwithstanding any exercise by the Company of its rights under this Condition.
10.9 The Customer hereby irrevocably licences the Company, its agents and employees to enter any premises occupied by the Customer where the Company reasonably believes Goods owned by it are stored at any time to inspect them, or, where the Customer's right to possession has terminated, to remove such Goods.
10.10 Until such time as property in the Goods passes to the Customer, the Company shall be entitled at any time to require the Customer to deliver the Goods to the Company and the Company shall comply with any such request as soon as practicable thereafter.

11. WARRANTY
11.1 Subject to the conditions set out below the Company warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 12 months from the date of their initial use or 12 months from delivery, whichever is the first to expire (the "Warranty Period"). The Company shall at its option refund the Price at the pro rata contract rate or repair or replace free of charge any Goods which are defective provided:-
11.1.1 the Customer complies with the provisions of Condition 11.3; and
11.1.2 the Goods (or the part of the Goods which are defective) are returned to the Company at the Customer's own expense, as the Company may direct; and
11.1.3 the Customer does not make any further use of such Goods (or the part of the Goods which are defective) after giving notice pursuant to Condition 11.3; and
11.1.4 the defect has not arisen from fair wear and tear, wilful damage, negligence, abnormal working conditions or because the Customer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; and
11.1.5 the Customer has not altered or repaired such Goods without the written consent of the Company; and
11.1.6 the defect has not arisen from any drawing, design or specification supplied by the Customer in relation to the Goods.
11.2 If the Company complies with Condition 11.1 it shall have no further liability for a breach of the warranty in the Condition 11.1 in respect of such Goods.
11.3 The Company shall not be liable for a breach of the warranty in Condition 11.1 unless:
11.3.1 (whether or not delivery is refused by the Customer) the Customer gives written notice of the defect to the Company, and (if the defect is as a result of damage in transit) to the carrier, within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure (and in any event prior to the expiry of the Warranty Period); and
11.3.2 the Company is given a reasonable opportunity after receiving the notice to examine such Goods and the Customer (if asked to do so by the Company) returns such Goods (or the part of the Goods which are defective) to the Company's place of business at the Customer's cost for the examination to take place there.
If the Customer does not notify the Company in accordance with this Condition 11.3, the Customer shall not be entitled to reject the Goods and the Company shall have no liability for such defect or failure, and the Customer shall be bound to pay the Price and any additional costs specified in the Contract or as provided in these Conditions as if the Goods had been delivered in accordance with the Contract.
11.4 Where the Goods are to be delivered by instalments any defect in any instalment shall not entitle the Customer to cancel the remainder of the instalments.
11.5 Where the Company is not the manufacturer of the Goods, the Company will endeavour upon request to transfer to the Customer the benefit of any warranty or guarantee given to the Company.
11.6 The Customer is responsible for ensuring that Goods returned to the Company are free from biological and chemical hazard. The Company reserves the right to refuse to accept Goods which in their view present a hazard to their staff or which may infringe the Health and Safety legislation or which are returned to the Company without a signed Certificate confirming that effective disinfection and/or decontamination has been carried out.
11.7 Where the Company agrees to repair or replace Goods in accordance with this Condition 11 any date or period specified for delivery under the Contract shall be extended for such a period as the Company may reasonably require.
11.8 The sale of poisons is regulated by the Poisons Act 1972, the Poisons List and The Poison Rules.

12. LIMITATION OF LIABILITY
12.1 Subject to Condition 11, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:-
12.1.1 any breach of these Conditions; and
12.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
12.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979 and section 2 of the Supply of Goods and Services Act 1982) are, to the fullest extent permitted by law, excluded from the Contract. In particular (but without prejudice to the generality of the foregoing) the Company expressly excludes any warranty that the Goods will be fit for the Customer's purposes (even if the Company has been notified of such purposes).
12.3 Nothing in these Conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or for fraudulent misrepresentation.
THE CUSTOMER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF CONDITION 12.4 AND 12.5:-
12.4 The Company shall not be liable to the Customer for any:

12.4.1	loss of profits;
12.4.2	loss of anticipated profits;
12.4.3	loss of anticipated savings;
12.4.4	loss of expected future business;
12.4.5	damage to the Customer's reputation or goodwill; and/or
12.4.6	corruption of any data;

which arise out of or in connection with the performance or contemplated performance by the Company of the Contract, or
12.4.7 any damages, costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) whether arising from negligence, breach of contract or howsoever caused which may not fairly and reasonably be considered to have arisen naturally from the breach by the Company of any obligation in the Contract and which were not at the date of the Contract reasonably foreseeable as liable to result from the breach.
12.5 Subject to Condition 12.3, the Company's total liability arising in contract (including without limitation any breach of these Conditions by the Company), tort (including negligence or breach of statutory duty) misrepresentation, damage to the Customer's tangible property or otherwise arising out of or in connection with the performance or contemplated performance by the Company of the Contract shall be limited to the Price of the Goods payable under the Contract.

13. NON-DELIVERY
13.1 The quantity of any consignment of Goods as recorded by the Company upon despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.
13.2 The Company shall not be liable for any non-delivery of Goods or shortages or discrepancies in the quantity of Goods (even if caused by the Company's negligence) unless written notice is given to the Company within 14 days of the date when the relevant Goods would in the ordinary course of events have been received.
13.3 Any liability of the Company for non-delivery of Goods or shortages or discrepancies in the quantity of any Goods shall be limited to replacing any relevant Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods. Subject to the other provisions of these Conditions the Company will not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence), nor will any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds 180 days. The Goods may be delivered by the Company in advance of the quoted delivery date upon giving reasonable notice to the Customer.

14. COMMUNICATIONS
14.1 All communications between the parties about this Contract must be in writing and delivered by hand or sent by pre-paid first class post or sent by facsimile transmission:
14.1.1 (in case of communications to the Company) to its registered office specified in Condition 1.1 above, or to such changed address as shall be notified to the Customer by the Company from time to time; or
14.1.2 (in the case of the communications to the Customer) to the registered office of the Customer (if it is a company) or (in any other case) to any address of the Customer set out in any document which forms part of this Contract or such other address as shall be notified to the Company by the Customer from time to time.
14.2 Communications shall be deemed to have been received:
14.2.1 if sent by pre-paid first class post, 2 days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting);
14.2.2 if delivery by hand, on the day of delivery;
14.2.3 if sent by facsimile transmission on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.

15. FORCE MAJEURE
The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war, or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, blockades, strikes or other labour disputes (whether or not relating to either party's workforce), any restriction imposed by any local, municipal or government authority (including UK or other Customs authorities), restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable stocks of Goods PROVIDED THAT if the event in question continues for a continuous period in excess of 180 days, the Customer shall be entitled to give notice in writing to the Company to terminate the Contract.

16. SUB-CONTRACTING
16.1 The Customer shall not be entitled to assign or sub-contract the whole or any part of the Contract without the prior written consent of the Company.
16.2 The Company may assign or sub-contract the whole or any part of the Contract to any person firm or company.

17. GENERAL
17.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
17.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provisions shall continue in full force and effect.
17.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.
17.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Customer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

18. PROPER LAW
The Contract shall in all respects be governed by English Law and shall be deemed to have been made in England and the Customer and the Company agree to submit to the exclusive jurisdiction of the English Courts.

19. EXPORT TERMS
19.1 In these Conditions "Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.
19.2 Where the Goods are supplied for export from the United Kingdom, the provisions of this Condition 19 shall (subject to any special terms agreed in writing between the Customer and the Company) apply notwithstanding any other provision of these Conditions.
19.3 The Customer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties on them.
19.4 Unless otherwise agreed in writing between the Customer and the Company, the Goods shall be delivered FOB the United Kingdom air or sea port of shipment in the United Kingdom and the Company shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.
19.5 The Customer shall be responsible for arranging for testing and inspection of the Goods at the Company's premises before shipment. The Company shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit.
19.6 Payment of all amounts due to the Company shall be made by irrevocable letter or credit opened by the Customer in favour of the Company and confirmed by a bank in the United Kingdom acceptable to the Company or, if the Company has agreed in writing on or before acceptance of the Order to waive this requirement, by acceptance by the Customer and delivery to the Company of a bill of exchange drawn on the Customer at 60 days after sight to the order of the Company at such branch of Lloyds TSB Group plc in England as may be specified in the bill of exchange.

20. CUSTOMER'S DUTY TO TAKE CARE
20.1 The Goods, especially chemicals, may be dangerous if not properly used or stored and the appropriate precautions taken. The Goods are intended for laboratory use and are not intended to come into contact with food or drink for human consumption. The Customer accordingly agrees that it shall take all such steps as are reasonably practical or usual to eliminate or reduce any risk to health and/or safety to which use of the Goods may give rise.
20.2 The Customer shall indemnify the Company against any claim, proceedings, costs, loss, damage or liability suffered by the Company as a result of any failure by the Customer or any other person in control of the Goods to take such steps or ensure compliance with the duties referred to in Condition 20.1 above.

21. INDEMNITY
21.1 Subject to Condition 21.2 below the Customer shall at all times keep the Company, its servants and agents effectively indemnified against all actions, proceedings, costs, charges, claims, expenses and demands whatsoever which may be made or brought against the Company its servants or agents by any third party in respect of any alleged injury, loss, damage or expense arising out of, or in connection with, the Goods or services supplied by the Company to the Customer.
21.2 Where actions, proceedings, costs, charges, claims, expenses and demands such as are referred to in to Condition 21.1 above are in respect of death or personal injury caused wholly or in part by the negligence of the Company, its servants or agents, neither the Company nor its servants or agents shall claim indemnity from the Customer in respect of such proportion of such actions, proceedings, costs charges, claims expenses or demands as shall be found to be due to their own negligence.

22. DATA PROTECTION NOTICE
We may transfer information about you to our bankers/financiers for the purpose of providing services for the following reason:-

- obtaining credit insurance
- Making credit reference agency searches
- Credit Control
- Assessment and analysis (including credit scoring, product and statistical analysis)
- Securitisation
- Protecting our interests

Details of bankers/financiers and credit reference agencies are available on request.