

TERMS & CONDITIONS of SALE

1. Definitions

“Seller” means ARC Sciences, PO Box 275, Alton, GU34 9FJ England

“Buyer” means the person who buys or agrees to buy the Goods from the Seller;

“Goods” means the articles which the Buyer agrees to buy from the Seller;

“Price” means the price for the Goods excluding carriage, packing, insurance and VAT;

“Delivery Date” means the date specified by the Seller when the Goods are to be delivered and

“Conditions” means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing to the Seller.

2. Conditions

- (a) These Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply either orally or under any purchase order confirmation of order or other document.
- (b) All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.
- (c) Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer’s acceptance of these Conditions.
- (d) Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

3. Price and Payment

- (a) The Price of the Goods shall be the Seller’s quoted price, as quoted to the Buyer, which shall be binding on the Seller provided that the Buyer shall accept the Seller’s quotation within 30 days. The Seller may by giving notice to the Buyer at any time up to delivery increase the Price of the Goods to reflect any increase in the cost to the Seller which is due to factors occurring after the making of the contract of sale which are beyond the reasonable control of the Seller (including, without limitation, foreign exchange fluctuations, taxes and duties and the cost of labour, materials and other manufacturing costs). The Price is exclusive of VAT which shall be due at the rate ruling on the date of VAT invoice.
- (b) Payment of the Price and VAT shall be due within 30 days of the date of invoice and interest on an overdue invoice shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 4% above National Westminster Bank Plc’s base rate from time to time in force and shall accrue at such a rate after as well as before any judgment and provided that if the Seller shall so elect and shall notify the Buyer to such effect the Seller shall not be bound to deliver the Goods until the Buyer has paid for them in which event payment shall be due before the Delivery Date and time for payment shall be of the essence.
- (c) If the Buyer fails to make any payment on the due date then without prejudice to any of the Seller’s other rights the Seller may suspend or cancel deliveries of any articles due to the Buyer and may appropriate any payment made by the Buyer to such of the Goods as the Seller may in its sole discretion think fit.
- (d) The Seller shall be entitled to amend, in writing to the Buyer, any accidental error or omission on any quotation estimate or invoice given by it and, if the Buyer, in its discretion, accepts such amendment and proceeds with requested delivery of the Goods, to receive payment from the Buyer accordingly.

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4. The Goods

The quantity and description of the Goods shall be as set out in the Seller's quotation but in the event of any design or specification being improved by the manufacturers the Seller reserves the right to supply Goods conforming to the same provided the Goods are of comparable quality.

5. Warranties and Liability

- (a) The Seller will implement such warranties as are given by the manufacturer or supplier to the Seller but such warranties will not extend to any claims due to damage caused by normal wear and tear or incorrect usage or where repairs have already been carried out by persons unauthorised by the Seller.
- (b) Claims made for warranty repair are to be made in writing to the Seller giving full particulars of order number, despatch date, fault details and usage and the Seller reserves the right to repair or replace at its discretion defective items or to refund the Price.
- (c) Save to the extent hereinbefore provided all terms conditions and warranties whether express or implied relating to the quality or fitness for purpose of the Goods or any of them are excluded.
- (d) The Seller shall be under no liability whatever to the Buyer for any indirect loss or expense including loss of profit suffered by the Buyer arising out of a breach by the Seller of this contract and under no circumstances shall the liability of the Seller be otherwise than limited to damages nor shall such liability exceed the Price of the Goods.

6. Delivery carriage and acceptance

- (a) The Goods shall be delivered to the Buyer at the Seller's address but the Seller shall arrange for carriage of the Goods to the Buyer's address and the costs of carriage and insurance shall be reimbursed by the Buyer without any set-off or other withholding whatsoever and shall be due on the date for payment of the Price and the carrier shall be deemed to be the Buyer's agent.
- (b) Any partial loss or damage in transit must be reported in writing to the Seller and the carrier within 3 days of receipt of the Goods and in the event of non-delivery within 14 days after the date of the Seller's invoice or (in the case of a proforma invoice) within 14 days after the date of despatch advice the Seller and the carrier must be notified in writing.
- (c) The Buyer shall be deemed to have accepted the Goods 24 hours after delivery to the Buyer.

7. Title and risk

- (a) The Goods shall be at the Buyer's risk as from delivery.
- (b) Notwithstanding delivery having been made the property in the Goods shall not pass from the Seller until the Buyer shall have paid the Price plus VAT in full and any other sums whatever due from the Buyer to the Seller in relation to the Goods and the Seller shall be entitled to recover the Price (plus VAT) notwithstanding that property in any of the Goods has not passed from the Seller. Upon such sums being paid by the Buyer to the Seller, property in the Goods shall pass to the Buyer.
- (c) Until property in the Goods passes to the Buyer in accordance with the foregoing paragraphs of this condition the Buyer shall (i) hold the Goods and each of them on a fiduciary basis as bailee for the Seller and shall at no cost to the Seller store the same separately from all other goods in its possession and marked in such a way that they are clearly identified as the Seller's property (ii) in the event of breach of the terms of this Agreement by the Buyer and upon request by the Seller deliver up the Goods to the

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Seller and if the Buyer fails to do so the Seller may enter upon any premises occupied by the Buyer where the Goods are situated and repossess the Goods (iii) not pledge or in any way charge by way of security for any indebtedness any of the Goods and (iv) insure and keep insured the Goods to the full Price against all risks to the reasonable satisfaction of the Seller and at the request of the Seller produce a copy of the policy of insurance and without prejudice to the other rights of the Seller if the Buyer fails to observe and perform the conditions of this paragraph of this condition all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.

8. Repairs

Where the Seller is requested by the Buyer to carry out any repair servicing or other technical process for the purpose of the Buyer the same shall be accepted by the Seller also on the conditions that

- (a) the article shall be sent carriage paid to the Seller together with formal confirmation specifying the precise nature of the repair servicing or other technical process required
- (b) in the event of examination only being required the Buyer will pay the Seller's reasonable charges for time incurred in such examination
- (c) although the Seller shall make all reasonable efforts to provide such repair servicing or other technical process it shall not be liable for delay or failure in performance or for the consequences thereof howsoever caused and
- (d) save to the extent specified by statute no liability is accepted by the Seller for any direct or consequential loss damage or injury

9. Frustration

In the event of war invasion act of foreign enemy hostilities (whether war has been declared or not) civil war rebellion revolution insurrection or military or usurped power the Seller shall be relieved of liabilities incurred under this contract wherever and to the extent to which the fulfilment of such obligations is prevented frustrated or impeded as a consequence of any such event or by any statute rules regulations orders or requisitions by any government department council or other duly constituted authority or from strikes lockouts breakdown of plant or any other causes (whether or not of a like nature) beyond the Seller's control.

10. Proper Law

All contracts to which these conditions apply shall be construed and applied in accordance with the Law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

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