

# STANDARD CONDITIONS OF SALE

## 1. EXCLUSIVE TERMS OF SALE

- a) IST Scientific does not agree to and is not bound by any other terms or conditions, unless a duly authorised officer of IST Scientific has expressly agreed to those terms and conditions in writing
- b) These conditions shall be incorporated into the contract to the exclusion of any other terms or conditions stipulated or referred to by the buyer
- c) The placing of any order whether verbally or in writing by the buyer shall constitute unqualified acceptance of these conditions

## 2. PRICING

- a) Where prices are quoted they will be either in pounds sterling (£) or Euros (€) as indicated. Where VAT is applicable, the prices quoted are exclusive of VAT, which will be added to UK orders at the rate prevailing at the time of invoice
- b) All prices quoted are exclusive of delivery, which will be charged at cost
- c) All prices are subject to change without notice
- d) UK buyers who are VAT exempt must supply a VAT exemption certificate with their order; buyers who fail to comply will be charged VAT at the rate prevailing

## 3. PACKAGING AND DELIVERY

- a) Goods may be despatched by first class mail, express courier, or air freight, the method of despatch to be at IST Scientific's discretion unless otherwise directed. The cost of transport packaging material and, where applicable, dry ice, will be charged to the buyer. Where overseas airfreight despatch is necessary, communications notifying the buyer of flight details will be included in the delivery charges
- b) Delivery of the goods takes place on their passing from IST Scientific to the express courier, airfreight forwarder, postal service or other method of despatch decided by IST Scientific in accordance with clause 3a) above
- c) Late delivery of the goods does not entitle the buyer to reject the goods or withhold payment in whole or in part
- d) The Buyer is responsible for payment of any import or customs duties or any other tax or fiscal imposition on the goods and for complying with all applicable laws and regulations relating to the import of the goods into the country to which they are delivered

## 4. ORDERS

All orders are subject to stock availability and acceptance of your order by IST Scientific. Acceptance by IST Scientific may be made either by communicating this to you or by supplying the goods that you have ordered

## 5. PAYMENT TERMS

Payment by the buyer to IST Scientific shall unless otherwise agreed in writing be 30 days following the end of the month of Invoice. Initial orders may be handled on a pro-forma basis

## 6. RETURNS

- a) No returns can be accepted without prior approval by IST Scientific
- b) Any goods which are claimed to be defective through faulty material or workmanship must be returned to the Seller within 14 days from the date of receipt. On any such return IST Scientific may decide in its absolute discretion whether to replace the goods or credit the buyer with the cost of the purchase from IST Scientific. In accordance with the terms herein contained IST Scientific shall have no further liability whatsoever
- c) IST Scientific is not liable for material that becomes defective through improper storage or handling
- d) IST Scientific will not be held responsible for any loss, damage or inconvenience to the buyer for goods that are lost or damaged in transit. It is the buyer's responsibility to insure the goods during transit if he so wishes
- e) Sterile products that have been opened by the buyer cannot be returned

## 7. PRODUCT LIABILITY

All products are for in vitro research or manufacturing use only and are not intended for human diagnostic or therapeutic applications

- a) IST Scientific shall have no liability to the buyer for any loss or damage of any nature arising from any breach of any express or implied warranty or condition of the contract or of any negligence, breach of statutory or other duty on the part of IST Scientific or arising in other way out of, or in connection with, the performance of or purported performance or failure to perform the contract, except for death or personal injury resulting from the negligence of IST Scientific or as expressly stated in these conditions
- b) If the buyer establishes that any goods are defective IST Scientific shall, at its option, replace with similar goods, repair any defective goods, allow the buyer credit for their invoice value or, to the extent that the goods are not of IST Scientific manufacture, assign to the buyer so far as IST Scientific are able to do any warranties given by the manufacturer of the goods to IST Scientific
- c) Without prejudice to the generality of the foregoing, IST Scientific shall not be liable for any loss, whether direct or indirect, of revenue, profit anticipated savings, wasted expenditure or indirect or consequential loss arising from the supply or non delivery of these products or the use of them by the buyer or otherwise arising from this agreement or the performance of it
- d) IST Scientific's liability for failure of goods or services performed by IST Scientific is limited strictly to the value of the goods or services supplied
- e) The goods are sold on the understanding that the user is solely responsible for determining the suitability of the goods for the proposed application

## 8. RETENTION OF TITLE

- a) The risk in respect of any goods supplied shall pass to the buyer on IST Scientific delivery of the goods to the carrier for shipment, but the title to the goods shall not pass to the buyer until the buyer has paid all monies due and owing whether under the appropriate invoice or otherwise. Until the title passes the buyer shall hold the goods as a bailee for IST Scientific and shall store or mark them so that they can at all times be identified as the property of IST Scientific
- b) If the buyer being a company has a petition presented for its winding up, or passes a resolution for a voluntary winding up (other than for the purpose of a bona fide amalgamation or reconstruction) or, enters into a voluntary arrangement with its creditors, or has a receiver appointed of all or any of its assets, or the buyer being an individual or firm becomes bankrupt or insolvent, or enters into a voluntary arrangement with creditors then IST Scientific shall be entitled to suspend any further deliveries and any monies owing shall become due immediately regardless of any previous agreement to the contrary

## 9. PATENT AND DESIGN RIGHTS

- a) IST Scientific has not and will not knowingly or intentionally infringe the design right, patent, trademark or any other intellectual property right (any of which design right, patent, trademark or any other intellectual property right shall be referred to in this clause as "a relevant right") of any third party, but if IST Scientific shall innocently infringe a relevant right then it shall have no liability for any injury, loss, damage or other expense of whatever nature whether direct or indirect, which may be suffered by the buyer as a result of any action, claim, demand or other proceedings by any third party. In this clause IST Scientific shall be deemed to have acted innocently unless it is shown that it had actual knowledge that the product goods or services in question were manufactured, produced or supplied in breach of a relevant right
- b) If IST Scientific shall receive or be served with any action, claim, demand or other proceedings in which it is alleged that it has infringed a relevant right in respect of products, goods or services which it has agreed to supply to the buyer then IST Scientific may, at its absolute discretion and without enquiry into the merits of such a claim and without notice, terminate any contract with the buyer for the sale or supply of the offending products, goods or services without liability to the buyer for any loss, damage or expense suffered by the buyer as a result of such termination, although such termination shall be without prejudice to any antecedent breach of contract and IST Scientific shall refund to the buyer all monies if any, paid by the buyer in advance for goods, products or services not supplied
- c) When goods are manufactured by IST Scientific in accordance with the buyer's specifications and requirements the buyer shall indemnify IST Scientific against all costs claims and expenses incurred by IST Scientific in respect of the infringement or alleged infringement by such goods of any patents registered designs or other rights belonging to third parties

## 10. INSURANCES

The buyer warrants that it has taken out all necessary public liability and other relevant insurance in respect of any goods, products or services supplied or to be supplied by IST Scientific in respect of any and all actions, claims, demands or proceedings made against IST Scientific, its employees, servants or agents which relate to any products, goods or services which have been supplied to the buyer

## 11. OPERATION OF LAW

- a) IST Scientific shall do all in its power to perform the terms of any contract to which these conditions form part and in particular to meet all delivery dates but shall not be liable for any failure to observe or breach of any of the terms hereof by reason of War Riots Civil Commotion Strikes Lockouts Trade Disputes Fires Breakdown Interruption of transport Government action delay in delivery IST Scientific's suppliers or any other cause beyond its control
- b) These Conditions shall be construed and the rights of the parties hereto shall be regulated by the Law of England. Any disputes arising out of the contract shall IST Scientific require, be referred to Arbitration in England in accordance with the Arbitration Act 1950 or any statutory modification.

## TRADEMARKS

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