

## CONDITIONS OF SALE

### 1. Acceptance

We contract and do business solely upon the following conditions notwithstanding anything to the contrary or purported to be contained in any document or oral statement made by the party contracting with us and no variation or alteration of these conditions shall be of any effect unless expressly agreed to in writing by us.

### 2. Prices

- a. Quotations are subject to confirmation on receipt of order, and we reserve the right to amend errors and/or omissions on quotations or invoices
- b. Prices are based on available manufacturers' prices, rates of exchange, freight and insurance charges at the date of offer. In cases where these conditions change between the date of the quotation and the date despatched by us, the right is reserved to revise prices accordingly and to invoice at the price ruling at the time of despatch.
- c. Where under our direct control, prices given on quotations will be held firm if an order is received within thirty days from the date of quotation unless stated to the contrary.
- d. Orders may be subject to a delivery and handling charge.
- e. Prices are normally quoted in United Kingdom Pounds (GBP)

### 3. Amendment or Cancellation of Orders

Sympathetic consideration will always be given to a request for cancellation of orders but this must be by agreement. We reserve the right to refuse to accept cancellation of orders for goods and services of special design or manufacture (as to which we shall be the sole judge). We also reserve the right to make a handling charge in respect of any items cancelled or returned. We also reserve the right to charge in respect of supply of services agreed upon at time of cancellation.

### 4. Delivery / Carriage

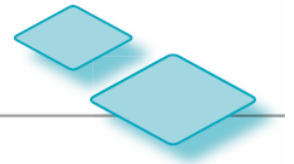
Whilst every effort will be made to adhere to delivery dates we accept no liability in the case of non-delivery or delayed delivery.

### 5. Damage or Loss in Transit

Partial loss or damage in transit must be reported in writing to ourselves within three days of receipt of goods. In the event of non-delivery both carriers and ourselves must be notified in writing within fourteen days after the date of advice of despatch.

### 6. Terms of Payment

All accounts are on strictly net monthly basis. Invoices are payable in full and no deductions may be made unless a credit note has been issued. The right is always reserved to request a remittance with order, staged payments or monthly invoices and, where new accounts are involved, to request two trade and one bankers reference prior to giving a credit account.



#### 7. Responsibility

Our responsibility is limited to the supply of goods and services of the kind and quality ordered and insofar as is permitted by statute we hereby exclude all responsibility for any loss or damage howsoever caused consequential upon or resulting from the supply of such goods and services. Purchasers are recommended to test and examine goods and exercise special care in cases where the storage and/or use of the goods involves danger to persons and/or property, as required by the Health and Safety at Work Act 1974 and other current legislation.

#### 8. Support Requests

Our normal hours are Monday to Friday 9am-5pm. During these hours support may be charged at our current daily rates or proportion thereof. Work outside these periods may incur additional charges. Travel expenses are charged at cost where required.

#### 9. Insurance

Where goods are supplied by us they are insured by us at our discretion, or at a customer's request, and a charge will be made on the invoice. Our liability will be limited to the lower of the amount received by us under such insurance, or the value of the goods, from which our expenses will be deducted. We are under no obligation or liability to take proceedings for the recovery of loss or damage.

#### 10. Fluctuating Exchange Rate

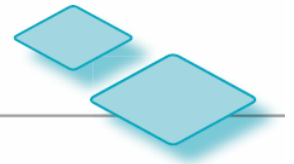
Should the rate of exchange for goods supplied change appreciably from the quoted price at any time before the date of our invoice, we reserve the right to add a surcharge proportional to the change.

#### 11. Specifications

Whilst illustrations and specifications in literature supplied by us are as accurate as possible at the time of printing, alterations in detail may occur from time to time as designs and specifications are improved. We accordingly reserve the right to supply goods and services conforming to the latest designs and specifications and the buyer shall have no claim in respect of any discrepancies between the goods and services supplied and those described in such illustrations and specifications, providing the product is of comparable quality.

#### 12. Arbitration

Any dispute or difference incapable of resolution between the parties should be referred to a single arbitrator in accordance with the provisions of the Arbitration Act, 1950 or any statutory modification or re-enactment thereof for the time being in force.



### 13. Force Majeure

If the manufacture or delivery of the goods and services is prevented or delayed by act of God war riot civil disorder strike lockout labour dispute fire accident non delivery of raw materials or any other contingency beyond the control of the Company the Company shall be under no liability for any loss or damage thereby incurred or sustained by the buyer.

### 14. Value Added Tax

All prices exclude Value Added Tax, which will be added at the rate applicable at the date of invoicing.

### 15. Passage of Property

Ownership of and property in the goods shall remain with the Company until the price is discharged in full. Any fund provided by the Purchaser shall not be treated as a discharge until it has been cleared by the Bank. The risk in the goods shall pass on delivery to the Purchaser.

### 16. Orders

Orders may be placed direct at our head office, by post, FAX or by email.

Aitken Scientific Ltd  
Oxford House  
Oxford Road  
Thame  
OX9 2AH  
UK  
T: 01844 214773  
F: 01844 215022  
www.aitken-sci.com

[orders@aitken-sci.com](mailto:orders@aitken-sci.com)

General Enquiries can be sent to

[info@aitken-sci.com](mailto:info@aitken-sci.com)

### 17. Payments

Payments should be made by Electronic funds transfer (BACS in the UK).  
Bank account details are on invoices or available on request.

Cheque payments are only accepted when drawn against a UK cheque account.  
All payments are to be in United Kingdom Pounds (UKP).