



Inspired Solutions for your Laboratory

APPENDIX A

MEDLINE SCIENTIFIC LIMITED: TERMS AND CONDITIONS OF SALE

All orders are offered to and accepted by us on condition that the customer agrees to the following terms and conditions of sale. In these conditions, the expression "the Company" means Medline Scientific Limited.

- 1. Conditions.** Any other terms or conditions of sale are hereby excluded. No variation, cancellation, waiver or agreement not to rely upon any of these conditions shall bind us unless in writing and signed by a Director of the Company. In the event of the customer's order form containing special printed conditions, the order will only be accepted on the understanding that those conditions are not at variance with our own or that, where there is any variance, such conditions have been waived by the customer. The customer's acceptance of the delivery of the goods shall be deemed to establish acceptance of our conditions.
- 2. Prices.** All prices are stated in £ sterling, Euro or USD and, unless otherwise specified, are 'ex works' in accordance with the current issue of Incoterms, subject to the express provisions herein, and are subject to alteration without notice. Goods will be invoiced at the prices ruling at date of despatch. All prices shown are exclusive of VAT or other tax, duty, tariff or charge arising in the UK or elsewhere.
- 3. Quotations.** Unless otherwise specified, all quotations are valid for thirty days and orders placed thereon are subject to acceptance by the Company.
- 4. Bank Charges / Administration Costs.** Any bank charges arising from customers' payment of invoices will be for the account of the customer and will not be accepted by the Company. Any administration cost such as legalisation of documents or specific Certificates of Origin will be charged to the customer at cost price.
- 5. Cancellation.** Orders may not be cancelled without written notice from the customer and our written consent.
- 6. Alterations.** Owing to improvements in design and possible changes in the source of supply, which may be subject to change without notice, we reserve the right to accept orders only to the extent of available stocks and product lines and to supply products to specification and design current at the date of despatch. Items offered ex-stock are subject to the goods being unsold at the date of receipt of any order.
- 7. Delivery.** Every effort will be made to adhere to delivery dates but delay or failure to maintain a delivery date shall not entitle the customer to cancel any order or withhold any payment. We reserve the right to make deliveries by installment.
- 8. Export Deliveries.** In respect of all contracts for sale of goods or execution of work outside the United Kingdom, the customer will provide any necessary export licences, import licences or exchange control authorisations within a reasonable time.

from a carrier by reason of the customer's failure to give the notice necessary for such recovery. Both the carriers and ourselves are to be advised of any damage or breakage within 3 days of receipt of the goods and, in the event of short or non-delivery, both the carriers and ourselves are to be advised in writing within 14 days from receipt of invoice.

10. Product returns. Any product being returned to Medline must first be agreed with Medline and issued a SRO Returns number. Where the return is due to an error made by the purchasing party a returns and booking in charge will be applied. This charge will be 20% of the invoice value, unless prior agreement with Medline. Any faulty product will not attract this charge.

11. Liability and Warranty. The Company does not exclude or limit liability for death or personal injury arising from negligence. The Company warrants goods and services against departures from its usual standards and specifications and defects in materials and workmanship becoming apparent under normal use within twelve months of delivery provided:

- i) such defects are notified to the company within 28 days of becoming apparent
- ii) the Company shall not be liable for design defects, consequential loss, any excess in total claims over the contract price, technical assistance which it is not contractually bound to provide, breach of industrial property rights of which it is not aware in respect of designs provided by the customer and loss caused by delay.

The express warranties herein are given in lieu of all other express or implied warranties, conditions in respect of quality, fitness and the like and guarantees, save those arising under the Sale of Goods Act 1983.

If any goods or services do not comply with the above warranty, the Company will, at its reasonable option, replace the same, rectify the breach, refund the appropriate part of the price (having regard to any benefit already enjoyed in respect thereof) or take back goods. In no case shall our liability exceed the cost of the original invoice.

12. Force Majeure. The Company shall be excused non or late delivery directly or indirectly caused by or made fundamentally more onerous by events or circumstances beyond the Company's reasonable control, including but without limitation supplier's delays and trade disputes whether of the Company's employees or otherwise. For the purposes of this condition, "Force Majeure" shall mean natural phenomena, acts of government, Act of God, war, riot, earthquake, accidents or disruptions, strikes and industrial disputes, transport difficulties or any other cause whatsoever not under our control.

13. Payment. All invoices shall be payable in accordance with agreed terms of payment. Payments may only be made in the stipulated currency unless otherwise agreed by the Company. Cheques should be remitted to the Company's primary address or credited directly to a Bank account as specified by the Company. Payment will only be deemed to be complete following satisfactory clearance of such payments. In the event of payment deadlines being exceeded, the Company will be entitled to charge interest on overdue accounts or unpaid balances at a rate of not less than 3% above LIBOR. Any retention or reduction of payments due to viable commercial complaints will only be permitted with our approval in writing.

14. Reservation of Title. Title in the goods shall not pass to the customer until payment in full has been received by the Company. Until such time the customer shall keep the goods as the Company's bailee and trustee, shall ensure that the goods are stored in such a way as to enable them to be identified as the property of the Company and shall keep the goods insured against all normal risks with our interest noted therein.

If the customer is purchasing the goods for resale, the customer may as agent for the Company sell

claims which the customer may have against its customers arising from such sale until payment is made in full.

The Company reserves the right to repossess any goods in respect of which payment is overdue and thereafter to resell the same and for this purpose the customer hereby grants the Company an irrevocable right and license to enter upon any or all of its premises with or without vehicles during normal business hours. The right shall continue to subsist notwithstanding the termination of any contract and is without prejudice to the other rights of the Company. Should any dispute arise relating to goods not paid for by the customer and if identical goods have previously been supplied by the Company and paid for by the customer, it shall be deemed that any remaining stocks of such goods held by the customer are those that are unpaid up to the quantity in dispute.

15. Scheduled Deliveries. Where there are schedules of requirements, no arrears of goods will be subject to cancellation unless agreed in writing between the Company and the customer and the customer will be committed to receiving scheduled deliveries for the ensuing three months following cancellation and will be liable for the cost of raw materials and other purchases made by the Company for the purpose of fulfilling the customer's scheduled requirements.

16. Recovery and disposal of Medline Laboratory equipment. Medline undertakes to recover and dispose of all equipment supplied when the equipment has become redundant. Please contact us for a separate quotation for this service. This disposal is not included in the original selling price of the instrument.

17. Law. All orders shall be governed by English law and disputes arising therefrom shall be submitted to the English courts.

18. Service of Notices. Documents shall be deemed to have been properly served upon us if sent to our registered office or upon the customer if sent to the address last known to us.

19. WEEE / RoHS: The WEEE Directive (Directive 2002/96/EC) comes into force on 1st July 2007 and aims to minimize the impact of disposal of electrical and electronic goods on the environment. Where applicable, products supplied by Medline Scientific will carry the 'crossed-out' wheellie bin symbol. Customers wishing to dispose of an end of life product are requested to contact Medline Scientific for further details regarding appropriate disposal under this directive.

Dated: January 2016