

STRATLAB LTD TERMS AND CONDITIONS OF SALE

1 DEFINITIONS AND INTERPRETATIONS

1.1 In these conditions

"Seller" means Stratlab Ltd.

"Purchaser" means the person/company who accepts a quotation of the Seller for the sale of Goods and/or Services or whose order for the Goods is accepted by the Seller. "Goods" means the goods and services (including any part or parts of them) which the Seller is to supply in accordance with these conditions. "Conditions" means the standard terms and conditions of sale set out in this document and includes any special terms and conditions agreed in writing between the Purchaser and Seller. "Contract" means the Contract for the purchase of the Goods. "Writing" includes facsimile transmission, e-mail and comparable means of communication.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not effect their interpretation.

2 FORMATION OF CONTRACT

2.1 Any order sent to the Seller by the Purchaser shall be accepted entirely at the discretion of the Seller, and if so accepted will only be accepted upon these Conditions and by means of the Seller's standard order acknowledgement.

2.2 Each order which is so accepted shall constitute an individual legally binding contract between the Seller and the Purchaser and such contract is hereafter referred to in these Conditions as an 'Order'.

2.3 Any quotation is given on the basis that no contract will come into existence until the Seller acknowledges the order to the Customer. Unless otherwise specified, any quotation is valid for a period of 30 days only from its date, provided that the Seller has not previously withdrawn it. The Seller retains the right to withdraw a quotation at any time due to omissions or errors in data. Quotations are based on the Purchaser ordering all items in the quotation. Discounts may not be applied if only part of the quote is ordered or items added to the quotation without prior written notice from the Seller.

2.4 These Conditions shall override any contrary different or additional terms or conditions contained on or referred to in an order form or other documents or correspondence from the Purchaser and no addition, alteration or substitution of these terms will bind the Seller or form part of any Order unless they are expressly accepted in writing by a person authorised to sign on the Seller's behalf.

3 SPECIFICATION

3.1 The Purchaser is solely responsible for ensuring that the Goods conform with its requirements and are fit for the purposes which it intends to use them.

3.2 The Purchaser is solely responsible for ensuring that the Goods and their use (and where appropriate their import) conform to those legal, customary and trade practices and regulations applicable to the Purchaser and its business.

3.3 In view of the hazards of certain chemicals and apparatus the Purchaser must ensure that the products purchased are in a safe condition and that a safe system of work is in place taking into account all available information. None of the Goods sold are intended for human consumption unless otherwise clearly stated.

4 ACCEPTANCE

The Purchaser shall be deemed to have accepted all goods upon their delivery by the Seller to the address specified in the Order.

5 DELIVERY AND RISK

5.1 Any time or date for delivery given by the Seller is given in good faith but is an estimate only and not binding on the Seller.

5.2 Risk in the goods shall pass to the Purchaser upon delivery, that is, on collection from the Seller's premises, or when posted to an address indicated by the Purchaser or when delivered however as requested by the Purchaser.

5.3 The Seller has the right to deliver an Order in instalments.

6. TITLE AND PAYMENT

6.1 The Seller warrants that the Seller has good title to the goods and that (pursuant to s 12(3) of the Sales of Goods Act 1979 or s 2(3) of the Supply of Goods and Services Act 1982, whichever Act applies to the Order) it will transfer such title as it may have in the goods to the Purchaser pursuant to Condition 6.4.

6.2 The Seller warrants that it is not aware of any actual or alleged infringements of any intellectual property rights or third parties which relate to the goods other than those which the Seller has disclosed to the Purchaser prior to acceptance of the Order.

6.3 Unless otherwise stated in the Order, payment of the price of the goods comprised in each consignment delivered pursuant to an Order shall become due before the end of 30 days after the date of the invoice.

6.4 If payment for the Order is overdue the Purchaser shall (i) at its expense return the Order to the Seller at the request of the Seller (ii) pay interest at 4% per calendar month or part thereof from the due date to the date payment is received.

6.5 Title to the Goods comprised in each consignment shall not pass to the Purchaser until the Purchaser has paid their price to the Seller, but even though title has not passed, the Seller shall be entitled to sue for their price once its payment has become due.

6.6 The price of the Order invoiced shall be the prevailing at the time of despatch unless a written quotation has been given by the Seller. Prices do NOT include VAT, packing, handling, insurance, postage or carriage and the cost of delivery, import duty, excise, landing charges and local taxes all of which will be paid by the Purchaser.

6.7 The Seller reserves the right to make an additional charge to cover additional shipping costs including, without limitation, direct shipments from the manufacturer or any specialised packaging.

6.8 Deliveries outside the United Kingdom shall be by irrevocable Letter of Credit confirmed by and payable through a London clearing bank in sterling unless otherwise agreed in writing by the Seller.

7 STORAGE

If the Seller shall be unable, through circumstance beyond its control (including without limitation lack of shipping instructions from the Purchaser) to deliver the Goods within 14 days after notification to the Purchaser or its agent that the Goods are ready for delivery, the Seller shall be entitled to arrange storage on behalf of the Purchaser, whereupon delivery shall be deemed to have taken place, all risk in the Goods shall pass to the Purchaser and delivery to the Purchaser of the relevant warehouse receipt shall be deemed to be delivery of the Goods for the purposes of Condition 5. All charges incurred

by the Seller for storage or insurance shall be paid by the Purchaser within 14 days of submission of an invoice.

8 DAMAGE IN TRANSIT

The Seller will replace free of charge any goods proved to the Seller's satisfaction to have been damaged in transit provided that within 3 days after delivery the Seller has received from the Purchaser notification in writing of the occurrence of the damage and also, it and so far as practicable, of its nature and extent. Without such notices within the stated time delivery shall be deemed complete and goods accepted.

9 FORCE MAJEURE

9.1 The Seller shall not be liable for any failure to perform any of its obligations under the Order due to Force Majeure. Following notification by the Seller to the Purchaser of such cause, the Seller shall be allowed a reasonable extension of time for the performance of its obligations.

9.2 For the purposes of this Condition 'Force Majeure' means fire, explosion, flood, lightning, terrorism, war, rebellion, riot, sabotage or official strike or similar official labour dispute, government prohibition or restriction or events or circumstances outside the reasonable control of the party affected thereby.

10 GUARANTEE

10.1 In respect of all Goods manufactured and supplied to the Seller by third parties the Seller will pass on to the Purchaser (in so far as possible) the benefit of any warranty given to the Seller by such third parties and will (on request) supply to the Purchaser details of the terms and conditions of such warranty and copies of any relevant product information sheets, technical data sheets or product leaflets issued by such third parties and the Purchaser shall be solely responsible to the entire exclusion of the Seller for complying with all of these.

10.2 The Seller's liability under this Condition shall be to the exclusion of all other liability to the Purchaser whether contractual, tortious or otherwise for defect in the goods or for any loss or damage to or caused by the Goods and (subject to Condition 15) all other conditions, warranties, stipulations or other statements whatsoever concerning the Goods, whether express or implied by statute at common law or otherwise howsoever, are hereby excluded; in particular (but without limitation of the foregoing) the Seller grants no warranties regarding the fitness for purpose, performance, use, nature or merchantable quality of the goods, whether expressed or implied, by statute, at common law or otherwise howsoever.

11 PATENTS, DESIGNS AND TECHNICAL INFORMATION

11.1 The Purchaser shall not use or deal with the Goods or the Seller's catalogues, brochures, leaflets or lists so as to infringe, interfere with or weaken any rights of the Seller under or in respect of any patents, processes, proprietary information, trademarks, registered designs, logos, artwork or copyright for or in connection with the Goods. The Seller shall have no liability for the infringement of any rights of any third party arising from the use of the Goods in combination with other goods, trademarks or processes not supplied by the Seller.

11.2 Where goods are manufactured to the design or specification of the Purchaser, the Purchaser warrants that such design or specification does not infringe the rights of any third party.

12 CONFIDENTIALITY

Both the Seller and the Purchaser shall each keep confidential and shall not without the prior consent in writing of the other disclose to any third party any technical or commercial information which it has acquired from the other as a result of discussions, negotiations and other communications between them relating to the Goods and the Order.

13 ECONOMIC LOSS

Subject to Condition 15 and notwithstanding anything contained in these Conditions (other than Conditions 15) or the Order, in no circumstances shall the Seller be liable, in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof (i) for any loss of profit, business, contracts, revenues or anticipated savings or (ii) for any special indirect or consequential damage of any nature whatsoever.

14 LIMITATION OF LIABILITY

Subject to condition 15 and notwithstanding anything contained in these Conditions (other than Condition 15) or the Order, the Seller's liability to the Purchaser in respect of the Order, in contract, tort (including negligence or breach of statutory duty) or howsoever otherwise arising shall be limited to the price of the Goods specified in the Order.

15 UNFAIR CONTRACT TERMS 1977

If and to the extent that s 6 and/or 7(3A) of the Unfair Contract Terms Act 1977 applies to the Order, no provision of these terms and conditions shall operate or be construed to operate so as to exclude or restrict the liability of the Seller for breach of the express warranties contained in Conditions 6 or for breach of the applicable warranties as to title and quiet possession implied into the terms and conditions of the Order by 312(3) of the Sale of Goods Act 1979 or s2(3) of the Supply of Goods and Services Act 1982 whichever Act applies to the Order.

16 CANCELLATION

16.1 the Seller may cancel orders for products no longer available to the Seller without any liability to the Purchaser.

16.2 If the Purchaser cancels an Order or part of an Order for whatever reason the Seller reserves the right to charge for the Order in full unless cancellation is given in writing at least 14 days before the estimate delivery date and in any event for cost incurred by the Seller in relation to the order.

16.3 If the Purchaser fails to accept delivery of the Order or fails to pay for goods previously supplied the Seller may suspend further deliveries and cancel further Orders at its sole discretion.

17 APPLICABLE LAW

The Order shall be considered a contract made in England and shall be governed in all respects by the law of England and the parties agree to submit to the non-exclusive jurisdiction of the English Courts and all prices and payments are in pounds sterling unless otherwise agreed by the Seller in writing.