

**GENERAL TERMS AND CONDITIONS OF PURCHASE**  
(Issue 3 of 1998)  
**OF ANALYTICAL SCIENCES LIMITED**

**1 Definitions**

- (i) "Buyer" shall mean the Company as named in the Purchase Order
- (ii) "Seller" shall mean the Person, Firm or Company so named in the Purchase Order
- (iii) "Goods" shall mean each and every item to be supplied and/or all work done or service to be provided by Seller as specified in the Purchase Order
- (iv) "Contract" shall mean the agreement between the Buyer and Seller comprising the Purchase Order, these conditions and any other document (or parts thereof) specified in the Purchase Order

**2 Delivery Date**

The date of delivery of the Goods shall be that specified in the Purchase Order unless otherwise subsequently agreed in writing between Buyer and seller

**3 Incorrect Delivery**

All Goods must be delivered at the delivery point specified in the Purchase Order. If Goods are incorrectly delivered Seller shall be responsible for any additional expense incurred in delivering them to the correct destination

**4 Price**

Buyer shall pay to Seller in the manner laid down in the Contract the purchase price which is calculated in accordance with or is recorded in the Contract

**5 Terms of Payment**

Payment shall be made at the end of the month following the month in which the Goods are received at the specified delivery point or at the end of the month following the month in which a valid sales invoice is received, whichever is later

**6 Passing of Property to Buyer**

- 1 Goods (other than as provided for under Clause 6.2) shall become the property of buyer immediately on delivery at the point specified in the Purchase Order
- 2 Where Buyer pays part of the purchase price before taking delivery of the Goods or any part thereof then such payments shall be regarded as part payment and not deposits of the purchase price and the property in any materials procured for or manufactured by Seller for the purposes of the Contract or otherwise appropriated to the Contract shall pass to Buyer from the date of such payment up to the total value thereof

**7 Risk in Goods**

The risk in the Goods including any free-issue materials provided by Buyer and any materials referred to in Clause 6.2 the property in which has passed to Buyer shall remain with Seller until such are delivered at the point specified in the Purchase Order

**8 Acceptance**

In the case of Goods delivered by Seller not conforming with the Contract including without limitation reasons of quality or being unfit for purpose for which they are specified (where such purpose has been made known to Seller, Buyer shall have the right within a reasonable time of their delivery to reject such goods and shall give Seller reasonable opportunity to replace rejected goods with goods which conform with the Contract. In the event of the continuing failure of Seller to provide goods which conform to the Contract Buyer may terminate the Contract under the provisions of Clause 15.1 The making of payments shall not prejudice Buyer's rights under the clause

**9 Patent Rights**

Seller will indemnify Buyer against any claim for infringement of Letters Patent, Registered Design, Trade Mark or Copyright by the use or sale of any article or material supplied by Seller to Buyer and against all costs and damages which Buyer may incur in any action for such infringement or for which Buyer may become liable in any such action

**10 Progress and Inspection**

Buyer's representatives shall have the right to progress and inspect all Goods at Seller's premises and the premises of sub-contractors at all reasonable times and to reject Goods or any part thereof that do not comply with the Contract. Seller's sub contracts shall be made and endorsed accordingly. Any inspection, checking, approval or acceptance given on behalf of Buyer shall not relieve the Seller or his sub contractors from any obligation under the Contract

**11 Buyer's Rights in Specifications, Plans, Drawings, Patterns etc**

Any specifications, plans, drawings, patterns or designs supplied by Buyer to Seller in connection with the Contract shall remain the property of Buyer and any information derived therefrom or otherwise communicated to Seller in connection with the Contract shall be kept

secret and confidential by Seller and shall not without the consent in writing of Buyer be published or disclosed to any third party or made use of by Seller except for the purposes of implementing the Contract

**12 Extent of Contract**

This contract includes the supply and delivery as described in the Purchase Order for the whole of the Goods together with all safety, engineering and operating data pertaining thereto. Should any of the details shown on the drawings be omitted from the specification or vice-versa, it is understood that notwithstanding such omissions the Seller will be called upon to supply such details and will be deemed to have included them in the price. In the event of any inconsistency or inaccuracy in any drawings provided by Buyer, or if in the opinion of Seller any detail should be modified, or should there appear to be a discrepancy in the description, dimensions or quantities between any of the documents or drawings furnished by Buyer, or any other apparent inconsistency, the matter must be referred to Buyer by Seller for a decision before Seller proceeds with the work in respect of which such discrepancy or inconsistency relates

**13 Assignment and Sub-letting**

This Contract shall not be assigned by Seller nor shall the Contract be sub-let as a whole. Seller shall not sub-let, nor permit any sub-contractor to sub-let any part of the Contract without Buyer's written consent, which shall not be unreasonably withheld

**14 Defective Goods and Warranty Period**

Seller shall as soon as is reasonably practicable and at his own expense make good, repair or replace all Goods which are or become defective during the period of twelve months from delivery, where such defects occur under proper usage and are due to faulty design or Seller's erroneous instructions as to use, or inadequate or faulty materials or workmanship, or any other breach of Seller's warranties expressed or implied. Repairs or replacements shall themselves be subject to the foregoing obligations for a period of twelve months from the date of delivery, re-installation or passing of tests (if any) whichever is appropriate after repair or replacement. Unless otherwise stated in the Contract, Seller shall further be liable in damages for the price of the defective goods together with all consequential costs, damages and losses which Buyer incurs or becomes liable to as a result of using or selling such defective Goods

**15 Seller's Default or Insolvency**

- 1 If Seller commits a breach of contract and fails within ten days of notice from Buyer to take such steps as are reasonable to rectify such breach, Buyer may without prejudice to any other of its rights terminate the Contract forthwith by notice in writing to Seller
- 2 If Seller becomes insolvent or makes an arrangement with its creditors or has a liquidator, receiver or administrator appointed or commences to be wound up (other than for the purposes of amalgamation or reconstruction) Buyer may without prejudice to any other of its rights terminate the Contract forthwith by notice in writing to Seller or any other person in whom the Contract may have become vested. In such event it shall be lawful for Buyer to enter the premises where Goods are situated and take possession of the Goods and any materials the property in which has passed or vested in Buyer

**16 Health and Safety**

To enable Buyer to comply with its obligations under health and safety and risk assessment regulations Seller must provide Buyer with adequate information about the manufacture and use of Goods and any necessary conditions to ensure such Goods will be safe and without risk to health when used, stored, handled or transported

**17 Acceptance of Contract**

Any Purchase Order placed by Buyer where Seller does not accept these terms and conditions must be regarded as void ab initio and Seller is not to proceed with a supply of Goods. If any supply of Goods is made as a result of a Purchase Order issued by Buyer this will signify acceptance of this Clause

**18 Law**

The construction, validity and performance of the Contract shall be governed by the Law of England