

**CAMLAB
GENERAL TERMS AND CONDITIONS**

1. GENERAL

- 1.1 In these conditions:
1.2 "Camlab" shall mean Camlab Limited or any subsidiary or associated company.
1.3 "Customer" shall mean any company or any subsidiary or associated company, organisation or person ordering, or accepting a quotation for, Camlab's goods or services.
1.4 "communication" shall mean any communication or imparting of information whether verbal or by any other means.
1.5 "these conditions" shall mean these conditions in full. If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other conditions and the remainder of the provision in question shall not be affected thereby.
1.6 "intellectual property" means any patent, copyright, registered design or unregistered design right, trade marks (whether registered or unregistered) and any application for any of the foregoing, any rights in respect of confidential information and any other intellectual property right.

2. APPLICATION OF TERMS

- 2.1 The Contract, subject to any agreed variation, will be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document). No terms or conditions will form part of the Contract simply as a result of such document being referred to in the Contract.
2.2 These conditions apply to all Camlab's sales and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by an authorised representative of Camlab. Nothing in this Condition will exclude or limit Camlab's liability for fraudulent misrepresentation.
2.3 Each order for Goods by the Customer from Camlab shall be deemed to be an offer by the Customer to purchase Goods subject to these conditions.
2.4 No order placed by the Customer shall be deemed to be accepted by Camlab until a written acknowledgement of order is issued by Camlab or (if earlier) Camlab delivers the Goods to the Customer.
2.5 The Customer must ensure that the terms of its order and any applicable specification are complete and accurate.
2.6 Any quotation is given on the basis that no contract will come into existence until Camlab despatches an acknowledgement of order to the Customer. Unless otherwise specified, any quotation is valid for a period of 30 days only from its date, provided that Camlab has not previously withdrawn it. We retain the right to withdraw a quotation at any time due to omissions or errors in data. Quotations are based on the customer 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 Camlab Ltd.

3 QUALITY ASSURANCE

- 3.1 Camlab is a BSI Registered Stockist to BS EN ISO 9001:2000, Certificate No. RS25527. A statement of quality conformance, in accordance with Camlab's Quality Management System, is provided for all products and will be incorporated in the Customer's Packing Note. Certificates of Conformity will be supplied when specified in the contract for which Camlab reserve the right to levy a charge. The current charge for a certificate will be quoted on request.

4 PRICES

- 4.1 All non-trade orders are subject to a minimum value of £50, excluding VAT and delivery. A minimum order handling charge will be levied for orders under this amount unless the value can be made up in product.
4.2 We reserve the right to make an environmental charge (where applicable) where we incur costs as a result of the necessity to comply with current legislation requirements.
4.3 Prices given in any Camlab communication should only be regarded as correct at time of issue, or if printed, correct at date of publication. All prices and charges, other than those fixed by specific contract, are subject to alteration without notice.
4.4 Any typographical, clerical or other error or omission shall be subject to correction without any liability on the part of Camlab.
4.5 The price for the Goods shall be exclusive of any value added tax and all cost and charges in relation to unloading and insurance.

5 DESCRIPTION

- 5.1 The description of the Goods shall be as set out in Camlab's acknowledgement of order.
5.2 All drawings, descriptive matter, specifications and advertising issued by Camlab and any descriptions or illustrations contained in Camlab's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They will not form part of this Contract.

6 TRANSPORT AND CARRIAGE

- 6.1 Despatch of goods will be made by the most appropriate method or as specified by the Customer (subject to all Health & Safety and other relevant regulations being met).
6.2 All orders will be subject to a processing and delivery charge to include where applicable the cost of cases, other containers, packing material and other freight charges, etc. Unless otherwise agreed such costs will be chargeable to the purchaser. The Seller reserves the right to make an additional charge to cover the cost of necessary specialised packaging used in the despatch of chemicals. This can include the packaging of hazardous materials and dry ice charges.

7 DELIVERY DATES AND NON-DELIVERY

- 7.1 Where goods are supplied within the UK delivery shall take place at the Company's premises, unless otherwise agreed in writing by Camlab.
7.2 Where goods are supplied outside the UK, delivery shall take place once they are put onto rail, ship, aircraft or other transport for onward transportation to the Customer, unless otherwise agreed in writing by Camlab. Unless otherwise specified, for all orders for delivery outside the United Kingdom:
a. The cost of cases and other containers, packaging costs, dock and airport dues, port rates and customs entry, freight, insurance, agency fees and other charges which may be incurred are chargeable to the Purchaser. Cases and other containers are not returnable.
b. Such orders shall be on an ex-works basis. Delivery to docks, airports or other consolidation addresses may be charged extra.
c. The Purchaser shall be responsible for complying with any legislation or regulations governing the importation of the goods into the country of destination and for the payment of any duties thereon.
7.3 Items are offered subject to them being in stock at the date of receipt of the Customer's order. Camlab will endeavour to adhere to delivery dates however, time for delivery shall not be of the essence, and shall not be capable of being made of the essence by notice. Failure to meet quoted or expected delivery dates shall not entitle the Customer to make a claim against Camlab for loss.
7.4 If the Customer declines to accept goods when available for delivery or as agreed, Camlab may at its discretion store the goods and take reasonable steps to prevent their deterioration until actual delivery and the Customer shall pay Camlab the reasonable cost (including insurance) of so doing.
7.5 Camlab shall not be liable for any non-delivery of goods (even if caused by Camlab's negligence) unless written notice is given to Camlab within 7 days of the date of the invoice.
7.6 Receipt of an invoice must be regarded as notification of despatch. If the goods have not been received within 7 days of invoice date Camlab (and the carrier if known) must be informed in writing in accordance with clause 7 so that the consignment can be traced or a claim lodged.

7.7 Any liability of Camlab for non-delivery of the goods shall be limited to replacing the goods within a reasonable time or issuing a credit note against any invoice raised for such goods.

8 PROPERTY AND RISK

- All goods are supplied by Camlab on the following conditions:
8.1 Risk shall pass to the Customer on delivery of the goods in accordance with clauses 7.1 or 7.2.
8.2 The goods shall remain the sole and absolute property of Camlab until payment in full of the price of the goods, in cash or cleared funds, has been received.
8.3 Until the goods are paid for in full, the Customer shall:
8.3.1 hold the Goods on a fiduciary basis as Camlab's bailee;
8.3.2 store the Goods (at no cost to Camlab) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as Camlab's property;
8.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
8.3.4 maintain the Goods in satisfactory condition and keep them insured on Camlab's behalf for their full price against all risks to the reasonable satisfaction of Camlab. On request the Customer shall produce the policy of insurance to Camlab; and
8.3.5 hold the proceeds of the insurance referred to in condition 8.3.4 on trust for Camlab and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.
8.4 The Customer may resell the goods before ownership has passed to it solely on the following conditions
8.4.1. any sale shall be effected in the ordinary course of the Customer's business at full market value; and
8.4.2. any such sale shall be a sale of Camlab's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale.
8.5. Any right of the Customer to possession of the goods shall cease immediately if:
8.5.1. the Customer becomes unable to pay or stops paying its debts;
8.5.2. the Customer makes an arrangement with its creditors generally;
8.5.3. a receiver is appointed over any of the Customer's property whereupon Camlab shall have the right by its servants or agents to enter onto any premises owned or occupied by the Customer or any third party in order to remove such of the goods as maybe stored there.
8.6. Payment shall be due whether or not property in the goods has passed as above and Camlab shall be entitled to sue for any monies due under any contract even if the property in the goods has not passed.
8.7. The Customer grants Camlab, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.

9 TERMS OF PAYMENT AND CREDIT

- 9.1 Unless Camlab has agreed in writing other terms, payment should be received no later than 30 days from invoice date. The right is reserved to request a remittance with order, or to submit a pro forma invoice where the purchaser does not have a credit account with the seller. Camlab also reserve the right to charge interest at 4% above the Barclays Bank Plc base rate ruling at the date the amount is due. Camlab may, at its discretion, refuse or limit the amount of credit given to any customer and withhold supplies there from.
9.2 Time for payment shall be of the essence.
9.3 No payment shall be deemed to have been received until Camlab has received cleared funds.
9.4 All payments payable to Camlab under the Contract shall come due immediately upon termination of this Contract be despite any other provision.
9.5 The Customer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by Camlab to the Customer.
9.6 The seller can accept payments by credit card (Visa and MasterCard) and by bank card (Switch and Delta)

10 RETURNED GOODS

- 10.1. Shipping discrepancies must be reported within 7 days. If your product needs to be returned a Returns Activity Number (RAN) is required to ensure your item can be tracked and efficiently processed. Please contact us to obtain an RAN and ensure that this is marked clearly on the outside of the package, with a decontamination certificate if required on any returned item. In all cases separate notification of despatch should be sent. Until the goods have arrived safely, all liabilities, including carriage, packing and insurance, remain with the Customer for any item sent to Camlab. If the Customer has insured the goods and wishes to be informed of any damage in transit Camlab must be notified and given details of their condition on despatch.
10.2. No goods may be returned to Camlab Ltd without the authorisation of Camlab Ltd. The return of goods is subject to the provisions of conditions 19.3 and 19.4. Credit will be given (subject to conditions as set out in 10.4) for goods that are unused (see 10.5) and in re-saleable condition other than items from the following categories:
a. open chemicals or diagnostics
b. refrigerated or other perishables
c. items with an expired shelf life or an expiration date too short for resale
d. any article that has been delivered direct by a third party supplier
e. discontinued items
f. items not purchased from Camlab Ltd

10.3. Customers, if returning goods, may be requested to return any special packing which has been used, at the Customer's cost, (e.g. custom-made preformed styrene, shipping cases). Camlab reserve the right to charge for any such packing not returned.

10.4. Where goods are returned for any reason other than that set out in Clause 14 below the Seller reserves the right to make a restocking/handling charge against the Purchaser being the greater of

- a. A minimum of 20% of invoice value towards the costs incurred by the Seller for carriage, inspection, packaging and the like as a result of such return or
b. A charge of £30 if the order value was under £50 or
c. Such sums as the seller may be charged by its suppliers in respect of the return of such goods in the event that the goods constitute non-catalogued items. Custom manufactured products are non returnable and the Purchaser shall remain liable for the full purchase price

10.5. In some instances, unwanted and unused goods may be returned, subject to prior agreement by Camlab. Credit will be based on the invoice price less a re-stocking charge and delivery costs. This charge will be at Camlab's discretion and will be advised when the return of goods is agreed. If items of an equivalent or greater value are being ordered to replace the returned items then these charges may be waived at Camlab's discretion.

10.6. Goods for repair – Goods sent for service, repair, calibration or quotation for service, repair or calibration must be accompanied by an official company purchase order. All returned goods sent for repair or quotation must be covered by notification placed clearly on the outside of the package, with a decontamination certificate and the appropriate RAN number. Camlab may at its discretion charge for return of the goods to the Customer whether work is carried out or not. Unless otherwise agreed by Camlab, Camlab will charge a fee for repairs effected other than repairs pursuant to clause 14.7.

11. GOODS ON APPROVAL OR LOAN

11.1 Camlab, at its discretion, may provide Goods to the Customer for a trial period prior to the Customer entering into a contract to purchase the Goods. Goods may also be provided temporarily to the Customer as substitute for corresponding Goods that the Customer sends to Camlab for repair. Charges for the provision of Goods on approval or loan shall be as agreed between the parties.

11.2 Goods provided as above shall be under the control of the Customer at all times from delivery until redelivery and the Customer shall ensure that: the Goods are used safely and without risk to health; used by competent staff; and not used for any purpose for which it is not designed or reasonably suited.

11.3 The Customer shall be responsible for and shall indemnify Camlab against all loss or damage caused to the Goods from whatsoever cause arising.

11.4 The Customer shall not move the Goods from the Customer's premises without Camlab's prior written consent. The Customer shall keep the Goods in its sole possession and shall not lend or sublet it to any person or otherwise part with possession of it in any way. The Customer acknowledges that the Goods remain the property of Camlab at all times and must not be sold or used as security. The Customer shall not permit any lien to be created on the Goods or pledge Camlab's credit for repairs to Goods.

11.5 The Customer must not attempt to repair the Goods in the event of damage or breakdown but must notify Camlab at once.

11.6 Camlab may require the return of Goods at any time.

12. INSTALLATION, MAINTENANCE & REPAIR BY CAMLAB

12.1 The provision of services of a suitable type and in a suitable location, which are necessary for the installation, is the responsibility of the Customer. Equipment to be installed, maintained or repaired must, by prior arrangement, be available for working on when Camlab personnel arrive. Equipment for maintenance or repair must be properly decontaminated in accordance with clause 19.4. Where services and/or equipment is not available as above, Camlab reserve the right to charge expenses for time and/or travelling. This applies to any installation, maintenance or repair undertaken by Camlab whether quoted free of charge or not. Camlab will issue an invoice in respect of delivered products which, should installation be deferred at the request of the Customer, is payable in accordance with clause 9.

13. ORDER CANCELLATION

13.1 Cancellation or part cancellation of an order can only be accepted with Camlab's prior agreement. Camlab reserve the right to recover from the Customer any costs and expenses incurred up to the date of cancellation. Orders for Custom Specified/Non-Catalogue product may not be cancelled without prior agreement with Camlab Ltd

14. QUALITY

14.1 Where Camlab is not the manufacturer of the Goods, Camlab will endeavour to transfer to the Customer the benefit of any warranty or guarantee given to Camlab.

14.2 Camlab warrants that (subject to the other provisions of these conditions) upon delivery the goods will be of satisfactory quality within the meaning of the Sale of Goods Act 1994.

14.3 Camlab warrants that (subject to the other provisions of these conditions) upon delivery the Goods will comply with the description in the acknowledgement of order and despatch note.

14.4 Camlab shall not be liable for a breach of warranty unless:

14.5 the Customer gives written notice of any immediately apparent damage to the Goods or discrepancy between the order and the delivered Goods within 3 days of receipt of the Goods; 14.5.1 in all other cases the Customer gives written notice of the defect to Camlab within 7 days of the time when the Customer discovers or ought to have discovered the defect; and

14.5.2 Camlab is given a reasonable opportunity after receiving the notice of examining such Goods and the Customer (if asked to do so by Camlab) returns such Goods to Camlab's place of business at Camlab's cost for the examination to take place there.

14.6 Camlab shall not be liable for a breach of the warranties if:

14.6.1 the Customer makes any further use of such Goods after giving such notice; or 14.6.2 the defect arises because the Customer failed to follow Camlab's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or

14.6.3 the Customer alters or repairs such Goods without the written consent of Camlab.

14.7 Subject to the above, if any of the Goods do not conform with the warranties Camlab shall at its option repair or replace such Goods (or the defective part) or refund the price of such goods and it shall have no further liability for a breach of the warranty in respect of such Goods.

14.8 Damaged Goods and any packaging relating to it must be retained in case inspection is required. Subsequently Camlab may require the Customer to return damaged Goods in accordance with clause 10.

15. LIMITATION OF LIABILITY

15.1 Subject to clauses 7 and 14 the following provisions set out the entire financial liability of Camlab (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer in respect of:

15.1.1 any breach of these conditions; and 15.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

15.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by

15.3 Nothing in these conditions excludes or limits the liability of Camlab for death or personal injury caused by Camlab's negligence or for fraudulent misrepresentation.

15.4 Subject to the above:

15.4.1 Camlab's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to the Contract price; and

15.4.2 Camlab shall not be liable to the Customer for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

15.5 Nothing in these conditions shall affect the statutory rights of the Customer dealing as a consumer.

16. INFRINGEMENT OF PATENTS, REGISTERED DESIGNS ETC.

16.1 Where goods are supplied to special order the Customer will indemnify and keep Camlab fully and effectively indemnified against all costs, claims, damages, losses, liabilities and expenses of whatever kind incurred or suffered by Camlab as a result of using a specification or design stipulated by the Customer.

16.2 Whilst all Goods are supplied in good faith Camlab can give no undertaking that use or sale of Goods supplied will not cause the Customer to infringe third party intellectual property rights or similar proprietary rights.

17. FORCE MAJEURE

17.1 Neither party shall be liable for any circumstances beyond their reasonable control.

18. APPLICABLE LAW

18.1 The contract shall be governed by and construed in accordance with English law and the parties irrevocably agree to submit to the jurisdiction of the English Courts save that Camlab shall be entitled at its sole discretion to refer such disputes to the courts of any jurisdiction in which the Customer carries or has carried on business.

19. HEALTH AND SAFETY

19.1 General – Goods supplied should be used only for the purpose for which they are intended and in accordance with any instructions supplied. The Customer is responsible for determining suitability for use when:

19.1.1 services and/or ancillary items are used with goods supplied,

19.1.2 goods are specially manufactured or altered for Customers at their specific request.

19.2 Hazardous materials – Camlab will only supply and consign hazardous materials to bona fide businesses and reserve the right to withhold supplies of such goods from any Customer. Camlab accepts responsibility for providing suitable packaging and means of transport in compliance with all relevant English legislation for delivery to Customers in accordance with clauses 7.1 or 7.2. If Camlab delivers a hazardous material to the Customer it will provide Safety Data Sheets (as required by The Chemicals (Hazard Information and Packaging for Supply) Regulations 1994) free of charge no later than the date on which the material is first supplied to the Customer. Camlab will on request provide further Safety Data Sheets and any other available information to assist Customers in conducting risk assessments. It is the Customer's responsibility to conduct such assessments and Camlab is not liable for any failure on the part of the Customer to do so. Once in possession of any hazardous material, the Customer shall accept responsibility for ensuring its safe handling, storage and use.

19.3 Return of hazardous materials to Camlab's premises – The Customer accepts responsibility for providing suitable packing, labelling, documentation and means of transport in compliance with existing legislation, and accepts full liability for handling and transportation when hazardous materials are returned to Camlab.

19.4 Contaminated equipment for repair, return or maintenance – The Customer is responsible for ensuring that any equipment which has been exposed to any hazardous or potentially hazardous material is properly decontaminated prior to the commencement of any work on that equipment by Camlab personnel. The Customer will issue a certificate detailing the nature of the contaminant(s) and the procedures used to ensure adequate decontamination. Camlab reserve the right to charge additional expenses incurred as a result of the Customer failing to decontaminate equipment. The Customer accepts full liability should injury be caused by any such contamination and shall indemnify Camlab against any claims and costs suffered or incurred by Camlab as a result of injury to Camlab's employees, agents or subcontractors arising from such contamination.

20. GENERAL

20.1 Each right or remedy of Camlab under the Contract is without prejudice to any other right or remedy of Camlab whether under the Contract or not.

20.2 If any provision of these conditions is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of these conditions and the remainder of such provision shall continue in full force and effect.

20.3 Failure or delay by Camlab in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under these conditions.

20.4 Any waiver by Camlab of any breach of, or any default under, any provision of the Contract by the Customer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of these conditions.

20.5 No term of these conditions will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person other than Camlab or the Customer.

20.6 Your statutory rights remain unaffected.