



— CONDITIONS OF SALE

1. CONTRACT

The terms, conditions and warranties contained herein constitute the whole of the contract between The Buyer and NOVACEL UK Limited (hereinafter referred to as "The Seller") notwithstanding any inconsistent or additional terms contained in The Buyer's Purchase Order and shall not be varied except with the written consent of The Seller.

2. PRICES

Orders are accepted by The Seller on the condition that the contract price is that prevailing at the date of despatch.

3. PAYMENT

Unless expressly provided otherwise in writing, terms of payment are strictly 30 days net following despatch. Each delivery shall operate as a separate contract. Should The Buyer fail to pay the price of any delivery by the due date The Seller shall be entitled to suspend further deliveries until payment is received or to treat the contract as wrongfully repudiated by The Buyer without prejudice to the right to payment for goods delivered and damages for The Buyer's breach of contract. The Seller shall be entitled to interest on any unpaid purchase price from the due date until payment is received at the rate of two percent over the base rate of The Seller's bank prevailing during such period.

4. DELIVERY

- a. The Seller will use their reasonable endeavours to deliver goods promptly, but time shall not be of the essence of the contract. The Seller accepts no liability whatsoever for delay in delivery from any cause or for any loss or damage arising out of any said delay.
- b. Delivery shall be when the goods are ready at The Buyer's nominated point of delivery which shall be The Seller's premises if The Buyer or its subcontractor collect, or if no written nomination has been received by the time the goods are ready.

5. CLAIMS

No claim for damage in transit, shortage, non-delivery or loss of goods may be made unless The Buyer advise the carrier and The Seller in writing (otherwise than by a qualified signature on the carrier's delivery note) within the following time limits:

- a. In the case of partial loss, damage or non-delivery of any separate part of the consignment, within 3 days of the delivery to The Buyer of the consignment or part consignment.
- b. In the event of non-delivery of the whole consignment within 14 days of the date of despatch as advised by The Seller.

6. RETENTION OF TITLE

- a. The goods, which for the purpose of this clause include any goods cut or slit by The Buyer shall, without prejudice to 6.b, remain the property of The Seller as legal and equitable owners until payment has been received by The Seller in full.
- b. So long as the goods remain the property of The Seller, The Buyer shall, if The Seller so requires, keep the goods separately stored and/or marked at The Buyer's expense so as to be clearly identifiable as the property of The Seller.
- c. The Seller may, at any time, recover and resell the goods in The Buyer's possession, if payment therefore is overdue and for this purpose the employees or agents of The Seller may enter upon The Buyers or other premises which such goods are situated.
- d. The Buyer shall ensure that the goods do not become subject to any charge, lien or encumbrance, but The Buyer may resell the goods to third parties in the normal course of business.
- e. The Buyer shall not be deemed to be an agent of The Seller for any purpose and shall indemnify The Seller against any liability that The Seller may incur to third parties, whether in contract or otherwise, and including all The Seller's expenses attributable thereto in connection with the goods other than liability which would have arisen if the preceding clauses of this condition had not formed part of the contract of sale.
- f. The risk of loss or damage to the goods shall pass to The Buyer on delivery.

7. FORCE MAJEURE

Notwithstanding anything to the contrary contained herein, The Seller shall not be liable for any delay or failure in performing their obligations resulting from any acts beyond its reasonable control including, without limitation, acts of God, terrorist acts, war or civil unrest, shortage of supply, breakdowns, interruptions or malfunction of computer facilities, mechanical difficulties, strike, lock-out, trade dispute, accident, or any other happening or event whatsoever. The Seller shall be entitled to cancel or suspend the order.

8. WAIVER

The rights of The Seller shall not be prejudiced or restricted by any indulgence or forbearance extended to The Buyer and no waiver of any breach shall operate as a waiver of any subsequent breach.

9. DETERMINATION

In the event of The Buyer becoming insolvent or subject to a Receiving Order or, being a limited company, passing into liquidation (except for the purposes of reconstruction or amalgamation) the contract shall forthwith determine without prejudice to The Seller's rights to payment of the price of delivered goods and any damage they might suffer in consequence of such determination notwithstanding that such determination shall have been implemented by The Seller.

10. WARRANTY

- a. Subject as hereinafter provided The Seller hereby warrants that the goods are free from defects in material and workmanship but their liability shall be limited to replacing defective goods and shall be subject to The Seller's receiving written notice of the defect within seven days after its discovery and within 6 months of the date of despatch and to being satisfied upon examination that the goods are defective.
- b. No representation concerning any goods supplied shall be relied upon by The Buyer unless made by The Seller in writing. The Buyer is recommended to satisfy themselves by preliminary trials or otherwise that the goods are adapted to their requirements before making any order.
- c. The Seller shall be under no liability when the goods supplied have been cut, printed or processed by The Buyer and shall be under no liability for any loss or damage howsoever arising resulting from the use or conversion of the goods by The Buyer, and The Buyer will indemnify The Seller in respect of any claim by any third party for the loss or damage resulting as aforesaid.
- d. This warranty is given in lieu of all other warranties and conditions whether expressed or implied and the same are hereby excluded to the extent permitted by law. The Seller shall not in any event be liable for any loss injury or damage of any nature whatsoever whether direct or consequential arising out of or in connection with any goods supplied.

11. LAW

The contract is to be governed by English Law.

12. INSTALMENT DELIVERIES

The Seller may, at their discretion, make instalment deliveries against The Buyers' Purchase Orders. Each delivery shall constitute a separate contract without prejudice to subsequent deliveries and shall be invoiced accordingly.

13. QUANTITY VARIATION

The Seller reserves the right to vary the quantities delivered within a tolerance of  $\pm 10\%$  of the order quantity and The Buyers shall pay for the actual Quantities delivered at the contract price.

14. PATENTS

The Seller cannot be held liable for any infringement of patent rights arising out of the use of contract goods by The Buyer or on the Buyers' instructions expressed or implied.