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## **General Conditions of Sale**

### **1. Definitions**

- 1.1 Business Hours means between 9 a.m. to 5.30 p.m. on days (other than Saturday or Sunday) on which banks are open for general banking business in the City of London.
- 1.2 Buyer means the person who buys or agrees to buy the Goods from the Seller.
- 1.3 Conditions means the terms and conditions of sale set out in this document and any modification or variation of these conditions agreed in writing and signed on behalf of the Seller by a Director.
- 1.4 Contract means the contract between the Buyer and the Seller on the terms of the Conditions under which the Buyer agrees to purchase the Goods.
- 1.5 Force Majeure means, in relation to the Seller, any circumstances beyond the reasonable control of the Seller including without prejudice to the generality of the foregoing any act of God, war or national emergency, explosions, fire, flood epidemic accident, riot, strike, lock-out and shortage of materials or labour.
- 1.6 Goods means the articles which the Buyer agrees to buy from the Seller.
- 1.7 Price means, unless otherwise expressly agreed or stated in writing, the ex-works price for the Goods plus Carriage, Packing, and Value Added Tax charges.
- 1.8 Seller means Metrohm UK Limited.

### **2. Conditions applicable**

- 2.1 These Conditions supersede any other set of conditions appearing in the Seller's catalogue or elsewhere to the exclusion of all other terms and conditions which the Buyer may purport to apply whether in the order or in any negotiations and any course of dealing established between the Seller and the Buyer.
- 2.2 All quotations are given and all orders are accepted on the terms of these Conditions. The Buyer acknowledges that there are no representations outside these conditions which have induced him to enter into this Contract and these conditions and the terms on the face thereof constitute the entire understanding between the Buyer and the Seller.
- 2.3 All orders hereafter made by the Buyer shall be deemed to be made subject to these Conditions.

### **3. Quotations**

3.1 Quotations are subject to withdrawal at any time before receipt of an unqualified order from the Buyer and shall be deemed to be withdrawn unless so accepted within the validity period given on the quotation.

### **4. Conclusion of the Contract**

No contract for the sale of goods shall be concluded until the Seller has issued an "Acknowledgement of Order" form or has dispatched the goods the subject of the order or has in some other suitable way specifically indicated that an order submitted by the Buyer has been accepted.

### **5. The Goods**

5.1 All descriptions and illustrations contained in the Seller's catalogues, price lists and advertisements or otherwise communicated to the Buyer are intended merely to present a general idea of the goods described herein and nothing contained in any of them shall form part of the Contract.

5.2 Where a sample of the Goods has been provided to the Buyer, unless expressly otherwise agreed in writing and incorporated into the Contract, the Seller warrants only that the bulk order will correspond with the sample in respect of its general technical specification, and accepts no responsibility for minor differences in the appearance of the Goods which do not affect their performance or use.

### **6. The Price**

6.1 The Seller shall have the right to adjust the price of the Goods before delivery by such amount it may think fit in its opinion if for reasons outside its immediate control the cost to the Seller of manufacturing, assembling, acquiring or otherwise procuring the Goods has increased.

6.2 The Seller reserves the right to charge extra for the carriage to the point of delivery.

6.3 Any additional costs such as (without limitation) those for export, transit or import licenses, tariffs or insurance fees must be borne by the Buyer.

6.4 Value Added Tax (if applicable) will be added at the appropriate rate.

### **7. Cancellation**

The Buyer may not cancel the Contract without the written consent of the Seller, which consent shall be subject to such terms (including, without limitation, terms as to the payment of a cancellation fee) as the Seller may specify at its discretion.

### **8. Payment**

8.1 Subject to any special terms agreed in writing:

(a) The Seller may invoice the Buyer for the Price and the additional costs (if any) set out in Clause 6 above on or at any time after delivery of the Goods the Seller may invoice the Buyer for the Price and the additional costs (if any) at any time after the Seller has tendered delivery, and

(b) The Buyer shall pay the Price of the Goods no later than 30 days after the date of the Seller's invoice, notwithstanding that the property in the Goods has not been passed on to the Buyer.

8.2 The time of payment of the Price shall be of the essence of the Contract.

8.3 Without prejudice to the Seller's other rights or remedies, if the Buyer fails to make due payment of any sum due under the Contract the Seller may take any one or more of the following steps:

- (a) cancel the contract or suspend any further deliveries to the Buyer;
- (b) appropriate any payment made by the Buyer to such of the Goods (or the Goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit, notwithstanding any purported appropriation by the Buyer;
- (c) charge the Buyer interest on the amount unpaid from the date when payment becomes due from day to day until the date of full payment at a rate of 5% above the Lloyds TSB Bank plc's base rate from time to time in force which shall accrue at such a rate before as well as after any judgement.

## **9. Delivery**

9.1 All delivery dates are estimates only. The time of delivery shall not be of the essence of the Contract and the Seller shall have no liability for failure to make the Goods available to the Buyer by such dates save where an express guarantee in writing is given by the Seller on the same date as this Contract.

9.2 This Contract shall terminate if the Buyer serves no less than six months' notice on the Seller expiring on the last day of any month and given no less than four months after the estimated delivery date and the Seller does not deliver the Goods within the period specified in the notice. Such termination shall be without prejudice to the continuation in full force and effect of this Contract in respect of any Goods delivered before such termination but save as aforesaid neither party shall have any rights against the other in relation to the Goods not so delivered.

9.3 In no circumstances shall the Seller be liable to compensate the Buyer, in damages or otherwise, for non-delivery or late delivery of the Goods or any of them for whatever reason or for any loss, consequential or otherwise, arising therefrom.

9.4 The Seller shall be entitled to deliver the Goods in one or more consignments unless otherwise expressly agreed.

9.5 The Seller shall deliver the Goods to the Buyer at such address as the parties have agreed between them and the term "delivery" where it appears in these Conditions shall be construed accordingly. Where, by express agreement, the Goods are to be collected by the Buyer from the Seller's works or elsewhere, delivery shall be deemed to take place on receipt by the Buyer of notification that the Goods are ready for collection and the term "delivery" shall except where the context otherwise requires, be construed accordingly.

## **10. Passing of Risk and Property**

10.1 All risk in the Goods shall pass to the Buyer on delivery. The liability of the Buyer to the Seller shall not be diminished or extinguished by any damage or loss of the Goods after the risk has passed to the Buyer however caused.

10.2 In spite of delivery having been made property in the Goods shall not pass from the Seller until the Seller shall have received the Price of the Goods in cash or cleared funds payment in full and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.

10.3 Until property in the Goods passes to the Buyer in accordance with clause 10.2, the Buyer shall hold the Goods as the Seller's bailee, and shall store the Goods

properly protected and insured (at no cost to the Seller) separately from all other goods in its possession, identified as the Seller's property.

10.4 Until such time as the property in the Goods passes to the Buyer under clause 10.2, the Buyer may sell (at full market value only) or use the Goods in the ordinary course of its business but shall account to the Seller for the entire proceeds of sale or otherwise of the Goods including, without limitation, insurance proceeds, and shall keep all such proceeds separate from any other moneys or property of the Buyer or third parties and in case of tangible property properly stored, protected and insured at no cost to the Seller.

10.5 Until such time as the property in the Goods passes to the Buyer (and provided that the Goods are still in existence and have not been resold) the Buyer shall upon request deliver up the Goods to the Seller and if the Buyer fails to do so forthwith the Seller may enter upon any premises of the Buyer or any third party where the Goods are situated and repossess them.

10.6 The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are property of the Seller. Without prejudice to the other rights of the Seller, if the Buyer does so all moneys owing by the Buyer to the Seller shall forthwith become due and payable.

#### **11 Inspection of Goods/Claims for Non-delivery**

11.1 The Buyer shall inspect the Goods on delivery and shall no later than seven days from delivery give notice to the Seller of any matter or thing by reason whereof he/she alleges that the Goods are not in accordance with the Contract. If the Buyer shall fail to give such notice the Goods shall be deemed to be in all respects in accordance with the Contract and the Buyer shall be deemed to have accepted the Goods accordingly.

11.2 Any claim that the Goods or any of them have not been delivered must be made no later than 10 days after the date of the appropriate invoice, after which time delivery shall be conclusively presumed to have been made in accordance with the Contract.

#### **12. Defects after Delivery**

12.1 The Seller will at Seller's options either:

(a) make good, either by repair or at its option by supply of a replacement, defects that can be proved to be due to material design or manufacturing faults

which appear within one year from the date of delivery, provided always that the defective parts are promptly returned carriage paid to Seller's works

forthwith upon the discovery of the defect and become the property of the Seller when replaced or;

(b) subject to the warranty terms and periods under clause 12.1 (a) above, credit the Buyer with the amount he has paid for the defective Goods.

12.2 The Seller will use all reasonable endeavours to procure for the Buyer the benefit of such warranties and other rights as are conferred on the Seller in relation to defects in such Goods or parts of Goods as are not of the Seller's manufacture by the terms of the Seller's agreement with the suppliers of the Goods.

12.3 The Seller's liability under this clause 12 shall be in lieu of and to the exclusion of any warranty, condition or liability implied by law in respect of the quality or fitness for any particular purpose of the Goods (notwithstanding any advice or representation to the Buyer, all liability in respect of which, howsoever

arising, is expressly excluded) and save as provided in this clause 12, the Seller shall not be under any liability whether in contract, tort or otherwise in respect of defects in the Goods for any damage or loss resulting from such defects in the Goods or from any work done in connection therewith, including, without limitation, loss or use, lost profits and lost contracts provided that this exclusions shall not apply to exclude any liability for death or personal injury resulting from the Seller's negligence.

### **13. Sellers Lien**

In addition to any right of lien to which he may be by law entitled the Seller shall be entitled to a general lien on all goods of the Buyer in the Seller's possession (although such goods or some of them may have been paid for) for all sums, whether liquidated or quantified or not, due from the Buyer to the Seller. The Seller shall not be liable for loss or damage to the Buyer's property in Seller's possession either as a result of the exercise by the Seller of its lien or otherwise.

### **14. Indemnity**

14.1 The Buyer shall indemnify the Seller in respect of all damage, injury or loss occurring to any person or property and against all proceedings, costs, expenses, claims, demands, damages and any other liabilities in connection therewith for which the Seller may become liable in respect of the Goods in the event that the damage, injury or loss shall have been occasioned partly or wholly by the carelessness of the Buyer or his servants or agents.

14.2 The Buyer warrants that all his goods, material and equipment upon which the Seller's servants or agents do work or of which they make use are in good condition and comply with the relevant safety requirements and agrees to indemnify the Seller and hold him harmless against all proceedings, costs, expenses, claims, demands, damages and any other liabilities in connection with any defect, whether latent or patent, in such goods, material or equipment or any breach of warranty herein given.

### **15. Patents and Trade Marks**

The Goods are sold subject to the rights of any person, whether in respect of any patent, trade mark, registered design, copyright or otherwise howsoever, to prevent or restrict the sale or use of the Goods in any part of the world, and the Buyer will in this respect accept such title to the Goods as the Seller may have.

### **16. Severability**

If any terms or provisions in these Conditions shall be determined to be illegal or be unenforceable, all other terms and provisions in these conditions shall remain effective and shall be enforceable to the fullest extent permitted by law.

### **17. Arbitration**

17.1 Any dispute or difference arising out of this Contract, shall, if the Seller so elects by notice given to the Buyer at any time before the expiry of the time for the service by the Seller in the relevant proceedings of a Defence or of a Reply or of a Reply and Defence to Counterclaim, as extended by Consent or by the

Court, be referred to a sole arbitrator to be mutually agreed upon or, failing agreement within 14 days after receipt of the aforesaid notification by the Buyer, appointed by the President for the time being of the Institution of Mechanical Engineers. Any notice given under this clause 17.1 shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1950 or any statutory modification thereof for the time being in force.

17.2 Arbitration shall take place in English in London

### **18 Governing Law and Jurisdiction**

18.1 This Contract shall be governed and interpreted in accordance with English Law.

18.2 Subject to the provisions of clause 17 above the Buyer submits to the jurisdiction of the High Court of Justice in England but the Seller may enforce this Contract in any court of competent jurisdiction.

### **19 Force Majeure**

19.1 Should the Seller be prevented from or hindered in delivering the Goods or any part thereof for reasons of occurrence of an event of Force Majeure, the time for delivery shall be extended until the operation of the cause preventing or hindering delivery has ceased.

19.2 Should the Seller be prevented from delivering part of the Goods by reason of occurrence of an event of Force Majeure, the Seller shall deliver and the Buyer shall pay for such part of the Goods as the Seller shall be able to deliver in accordance with the Contract.

### **20 Assignment**

The Buyer shall not assign any right or obligation under this Contract without the prior consent in writing from the Seller.

### **21 Notices**

All notices, requests, demands, or other written communication pursuant to this Contract may be sent by hand or by post or by the recorded delivery service or transmitted by facsimile or other means of telecommunication resulting in the receipt of a written communication in permanent form and, if so sent or transmitted to the address of the party shown on the face hereof or such other address as the party may by notice to the other substitute therefor, shall be deemed validly and effectively given on the day when in the ordinary course of the means of transmission it could first be received by the addressee in Business Hours.