

ANALAB Limited

CONDITIONS OF SALE

1. Interpretation

1.1 In these conditions the following words shall have the following meanings:

the Buyer: means the person(s), firm or company who purchases the goods from The Company;

the Company: means Analab Limited;

Contract: means any contract between the Company and the Buyer for the sale and purchase of Goods, incorporating these conditions; and

Goods: means any goods agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them).

1.2 In these conditions, references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

1.3 In these conditions references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.

1.4 In these conditions the headings will not affect the construction of these conditions.

2. General

2.1 Subject to any variation under condition 2.3, the Contract will be subject to these conditions of sale to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document) and the acceptance of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these conditions.

2.2 Orders may be made by post, telephone, fax or e-mail. Each order for Goods by the Buyer shall be deemed to be an offer by the Buyer to purchase Goods subject to these conditions. Please order by catalogue number and product description. An order number is required for every order.

2.3 These conditions apply to all the Company's sales and any variation to these conditions and representations about the Goods shall have no effect unless expressly agreed in writing and signed by the Managing Director of the Company.

2.4 Products should be used in accordance with the manufacturer's instructions. The Company can accept no responsibility for the performance of products if used outside the manufacturer's instructions.

2.5 An order for Products available from stock may be cancelled at any time prior to the despatch of the order without incurring any additional charges. Cancellation of an order which has already been despatched will incur a 15% restocking fee. Cancellation of Products for special order will be subject to a charge equivalent to 100% of the value of the special order Products, once the order has been entered onto Analab's computer system.

3. New Accounts

Prospective customers wishing to open a credit account are requested to furnish two trade references and one banker's reference. Until the opening of a credit account has been confirmed, a remittance should accompany payment effected by a valid credit card, or cheque, banker's draft or electronic transfer, otherwise delivery will not be made until after the references have proved satisfactory.

4. Description

4.1 The description of the Goods shall be as set out in the Company's quotation or price list.

4.2 All drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company'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 the Contract.

5. Terms of Payment

5.1 Unless otherwise agreed in writing terms of payment shall be net cash due, together with Value Added Tax where applicable, according to the terms printed on the invoice in respect of the Goods. Payment of the price shall be due within thirty (30) days of receipt of the invoice, unless otherwise agreed.

5.2 Time for payment shall be of the essence.

5.3 The Company may submit its invoice either with its delivery note or as requested.

5.4 The Buyer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.

5.5 Where the Contract is to be or may be fulfilled in separate deliveries or instalments payment for each such delivery or instalment will be as if the same constituted a separate contract.

5.6 The Company, at its discretion, reserves the right to charge interest on amounts outstanding beyond the time specified in condition 5.1. The rate of interest shall be 5% per annum over the National Westminster Bank plc base-lending rate from time to time accruing on a daily basis from the due date of payment until payment is made. The Company may exercise this right in addition to any other rights it may have in respect of the Goods or the non-payment.

6. Prices

6.1 Unless otherwise agreed in writing, all orders are executed subject to prices and any relevant discounts running at the date of dispatch. Any price list of the Company whether published or not shall not affect the right of the Company to charge for Goods in accordance with this condition 6.

6.2 All prices unless otherwise stated are ex-works and exclusive of Value Added Tax.

6.3 Any special negotiated prices will only be applied if the Company has received written acceptance of a quotation or the order states a valid quote reference. If no acceptance has been received list prices will be applied. Quotations, unless specifically stated otherwise shall remain valid for ninety (90) days from the date of the quotation.

6.4 The Company reserves the right to adjust quoted prices if the Buyer does not fulfill its obligation of purchasing the required quantities indicated in the quotation.

7. Carriage

7.1 Unless otherwise agreed, prices quoted exclude delivery charges.

7.2 An order comprising both stock and specially manufactured items will be subject to separate charges for each delivery.

7.3 Delivery of the Goods shall be made to the Buyer's specified address and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

7.4 The Buyer shall be deemed to have accepted the Goods three (3) days after delivery to the Buyer and after acceptance the Buyer shall not be entitled to reject goods which are not in accordance with the Contract.

7.5 The Company reserves the right to apply a small order supplement. Products designated as "Hazardous Goods" will be shipped separately and subject to an additional charge per delivery. Any such charges shall be published on the Company's website from time to time.

7.6 Any dates specified for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery will be within a reasonable time.

8. Title of Goods

8.1 The Goods shall be at the Buyer's risk as from delivery.

8.2 The Company and the Buyer expressly agree that, in spite of delivery having been made, property in the Goods shall not pass from the Company until the Buyer shall have paid the invoice value in full and no other sums whatsoever shall be due from the Buyer to the Company.

8.3 Until property in the Goods passes to the Buyer in accordance with clause 8.2 the Buyer shall hold the Goods and as bailee for the Company. The Buyer shall store the Goods in accordance with the Company's instructions (at no cost to the Company) separately from all other goods in its possession and so that they are clearly identified as the Company's property.

8.4 Notwithstanding that the Goods (or any of them) remain the property of the Company, the Buyer has the right to dispose of the Goods or such other products in the course of its business for the account of the Company and to pass title to the Goods or products to his customer being a bona fide purchaser for value without notice of the Company's rights. Any such dealings shall be a sale or use of the Company's property by the Buyer on the Buyer's own behalf and the Buyer shall deal as principal when making such sales or dealings. The Company shall be entitled to recover the invoice value notwithstanding the property and any of the Goods have not passed from the Company.

8.5 Until such time as property in the Goods passes from the Company the Buyer shall upon request deliver up such of the Goods as have not ceased to be in existence or resold to the company. If the Buyer fails to do so the Company or its appointed representative may enter the premises owned occupied or controlled by the Buyer where the Goods are situated and repossess the goods. On the making of such request the rights of the Buyer under clause 8.4 shall cease.

8.6 The Buyer shall insure and keep insured the goods to their full value against "all risks" to the reasonable satisfaction of the Company until the date that property in the Goods passes from the Company.

9. Damage in Transit and Shortages

9.1 The Company will, when the price quoted includes delivery, repair or replace free of charge goods damaged in transit provided that the carriers and the Company receive notification of such damages within three days of delivery. Goods received in a damaged or unsatisfactory condition must be signed for as such.

9.2 Goods should not be returned to the Company without a valid returns material authorisation number. If authorisation is received the Buyer shall return goods, packaging and a copy of the delivery note.

9.3 Shortage claims will only be considered if the carriers and the Company receive notification within three days of receipt of delivery, failing which no liability will be admitted.

9.4 Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

10. Warranty

10.1 The Company warrants that subject to the other provisions of these Conditions upon delivery, the Goods will comply with the written specification. The Company shall at its option elect to repair or replace any such defective Goods.

10.2 The Company shall not be liable for any breach of the warranty in condition 10.1 unless:

10.2.1 the Buyer gives written notice of the defect to the Company and (if the defect is as a result of damage in transit) to the carrier within 3 days of the time when the Buyer discovers or ought reasonably to have discovered the defect;

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

10.3 The Company shall not be liable for a breach of warranty if:

10.3.1 the Buyer makes any further use of the Goods after giving such notice; or

10.3.2 the defect arises because the Buyer failed to follow the Company'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

10.3.3 the Buyer alters or repairs such Goods without the written consent of the Company.

10.4 Subject to conditions 10.2. and 10.3, if any of the Goods do not conform with the warranty in condition 10.1, the Company shall at its option repair or replace such Goods (or the defective part) provided that the Buyer shall return the Goods (or the defective part), if the Company so requests, to the Company at the Buyer's expense.

10.5 The Company shall have no further liability for a breach of warranty in condition 10.1 in respect of such Goods.

11. Limitation of Liability

11.1 Subject to condition 10, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

11.1.1 any breach of these conditions; and

11.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

11.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

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

11.4 Subject to conditions 11.2 and 11.3:

11.4.1 the Company'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 refund of the price of the Goods; and

11.4.2 the Company shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any

claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

12. Termination

12.1 The Company shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer if any of the following occur (without prejudice to any other right or remedy available to the Company):

12.1.1 the Buyer being in material breach of a material obligation under the Contract which (if capable of remedy) it fails to remedy within 30 days starting on the day after receipt of notice from the Company giving particulars of the breach;

12.1.2 the Buyer passing a resolution for its winding-up or a court of competent jurisdiction making an order for the Buyer's winding up or dissolution;

12.1.3 the making of an administration order in relation to the Buyer or the appointment of a receiver over, or the taking possession or sale by an encumbrance taking possession of or selling an asset of the Buyer; or

12.1.4 the Buyer making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally.

12.2 If the Company cancels or suspends any further deliveries under the Contract under condition 12 and if the Goods have been delivered but not paid for the price shall become immediately due and payable regardless of previous agreement or arrangement to the contrary.

13. Force Majeure

The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company.

14. General

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

14.2 If any provision of the Contract 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 the Contract and the remainder of such provision shall continue in full force and effect.

14.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

14.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

14.5 The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

14.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.