The customer's attention is drawn in particular to the provisions of clause 13.

1 INTERPRETATION

In these Conditions, the following definitions apply:

Contract means the agreement between the Supplier and the Customer for the sale and purchase of the Goods and/or Services in accordance with these Terms and Conditions.

Customer means the person or firm who purchases the Goods and/or Services from the Supplier.

Force Majeure Event means event that could not reasonably have been avoided or anticipated by the Customer or Supplier in connection with any claim made against the Supplier for actual or alleged infringement of the Supplier’s intellectual property rights arising out of or in connection with the Supplier’s use of the specification.

Goods means the goods (or any part of them) set out in the Order.

Order means the Customer’s order for the Goods and/or Services, as set out in the Customer’s purchase order form.

Services means the services including contract research and development, hire and on-site and/or offshore laboratory analysis supplied by the Supplier to the Customer as set out in the Order.

Specification means the Supplier’s specification for the Services conveyed to the Customer in writing.

2 BASIS OF CONTRACT

2.1 The Supplier’s Standard Terms and Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to purchase the Goods and/or Services in accordance with these Terms and Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification or Service Specification are complete and accurate.

2.3 The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence.

2.4 Any variation to the Order or to these terms and conditions shall not, unless expressly agreed in writing and signed by an authorised signatory of the Supplier.

2.5 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.

2.6 Any samples, literature, advertising or response to an enquiry produced by the Supplier and any descriptions of the Goods or Services set out in the Supplier’s website or in the Supplier’s catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods and/or Services described in them. They shall not form part of the Contract or have any contractual force.

2.7 A quotation for the Goods and/or Services given by the Supplier does not constitute an offer and no quotation shall only be valid for a period of 20 Business Days (which means a day other than a Saturday, Sunday or public holiday) from its date of issue.

3 GOODS

3.1 The Goods are described in the applicable Specification. The Supplier warrants that the Goods shall comply with the Specification but the Supplier does notConflict with the Customer’s laws or registration marks without representation as to description or quality. Any such warranty or representation implied (whether by statute or otherwise) is excluded, so far as is legally possible.

3.2 To the extent that the Goods are to be manufactured in accordance with a specification supplied by the Customer, the Supplier indemnifies the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of the Supplier’s intellectual property rights arising out of or in connection with the Supplier’s use of the specification. This clause 3.2 shall survive termination of the Contract.

3.3 The Supplier reserves the right to amend the Specification or any specification supplied by the Customer if required by any statutory or regulatory requirements.

4 SUPPLY OF SERVICES

4.1 The Supplier shall provide the Services to the Customer in accordance with the Service Specification in all material respects.

4.2 The Supplier shall use all reasonable endeavours to meet and performance dates for the Services specified in the Order but any such dates shall be estimates only and shall not be of the essence for the performance of the Services.

4.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature of the Services, and the Customer shall notify the Supplier in any such event.

4.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

5 DELIVERY OF GOODS

5.1 The Supplier shall ensure that each delivery of the Goods is accompanied by a delivery note which shall show the Goods, the Customer and Supplier reference numbers, the type and quantity of the Goods, applicable technical data sheets, COSH sheets, safety sheets, quality documentation (if any) and other applicable information supplied by the Supplier as to the storage, transportation, handling, use or maintenance of the Goods, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

5.2 The Supplier shall deliver the Goods to the location set out in the Order. (Delivery Location).

5.3 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location. (Delivery Location).

5.4 Any dates quoted for delivery are approximate only and the time of delivery is not of the essence. The Goods shall be at the Supplier’s risk for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer’s failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

5.5 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.

5.6 If the Customer fails to accept delivery of the Goods within 3 Business Days of the Supplier notifying the Customer that the Goods are ready for delivery, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier’s failure to comply with its obligations under the Specification (a) delivery of the Goods shall be deemed to have been completed at 9:00 am on the 3rd Business Day after the day on which the Supplier notified the Customer that the Goods were ready for delivery; and

(b) the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

5.7 If 10 Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of the Goods or the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

5.8 The Customer shall not be entitled to reject the Goods if the Supplier delivers up to and including 5% more or less than the quantity of Goods ordered.

5.9 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract and failure to pay for an instalment or defect in an instalment shall not entitle the Customer to cancel any other instalment.

6 CUSTOMER’S SERVICE OblIGATIONS

6.1 The Customer shall:

(a) cooperate with the Supplier in all matters relating to the Services.

(b) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer’s premises, buildings and other facilities as reasonably required by the Supplier to provide the Services;

(c) provide the Supplier with such information and materials as the Supplier may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;

(d) prepare the Customer’s premises for the supply of the Services;

(e) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and

(f) keep and maintain all materials, equipment, documents and other property of the Supplier (Supplier Materials) at the Customer’s premises in safe condition. The Customer shall maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier’s written instructions or authorisation.

6.2 If the Supplier’s performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):

(a) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier’s failure to perform any of its obligations at the extent the Customer Default prevents or delays the Supplier’s performance of any of its obligations;

(b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier’s failure to perform any of its obligations as set out in this clause 6.2; and

(c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

7 QUALITY OF GOODS

7.1 The Supplier warrants that on delivery the Goods shall conform in all material respects with the Specification but give no other warranty.

7.2 Subject to clause 7.3, if:

(a) the Supplier does not have any other rights or remedies; and

(b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier’s failure to deliver any of its obligations to the extent the Customer Default prevents or delays the Supplier’s performance of any of its obligations; and

7.3 The Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier’s failure to deliver any of its obligations due to causes outside the Supplier’s control, including but not limited to acts of God, war, riots, insurrection, civil commotions, blockages, strikes, lockouts, regrading or reclassification of materials, epidemics, or other causes beyond the Supplier’s reasonable control.

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Registered Office: Clos Fferws, Parc Hendre, Capel Hendre, Ammanford, Carmarthenshire SA18 3BL VAT No: 870002173 Company No: 4790862

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STANDARD TERMS AND CONDITIONS OF SUPPLY OF GOODS AND SERVICES

(b) the Supplier is given a reasonable opportunity of 
examining such Goods; and
(c) the Customer (if asked to do so by the Supplier) 
returns such goods to the Supplier's place of 
business at the Customer's cost.
The Customer shall notify the Supplier of any 
reasonable amount of time to, at its option, replace the 
defective Goods with replacement Goods, or refund 
the price of the defective Goods in full (or if the 
Goods have not been resolved as a reasonable part 
of that price). Replacement Goods will be supplied 
subject to these terms and conditions.

7.3 Failure by the Customer to give notice 
in accordance with clause 7.2 within 10 days 
of delivery may be deemed to be waiver of all 
claims connected with such Goods.

7.4 The Supplier shall not be liable for the failure 
of any Goods to comply with the warranty set out 
in clause 7.1 in any of the following events:
(a) the Customer makes any further use of such 
Goods after giving notice in accordance with 
clause 7.3;
(b) the defect arises as a result of Customer 
negligence or because the Customer failed to 
follow the applicable technical data sheets, COS 
sheets, safety sheets, standard user manuals or 
other applicable information provided by the 
Supplier as to the storage, transportation, 
handling, use of the Goods or other good 
trade practice regarding the same;
(c) the defect arises as a result of the 
Supplier following any specification supplied by the 
Customer;
(d) the Customer alters such Goods without 
the written consent of the Supplier;
(e) the Goods differ from the Specification 
as a result of changes made to ensure they comply 
with applicable statutory or regulatory 
requirements.

7.5 Except as provided in this clause 7 the Supplier 
shall have no liability to the Customer in respect 
of the Goods' failure to comply with the warranty 
set out in clause 7.1.

7.6 The terms implied by sections 13 to 15 of the 
Sale of Goods Act 1979 are, to the fullest extent 
permitted by law, excluded from the Contract.

8 TITLE AND RISK OF GOODS

8.1 The title in the Goods shall pass to the 
Customer on completion of delivery.

8.2 Title to the Goods shall not pass to the 
Customer until the Supplier has received 
payment in full (in cash or cleared funds) for:
(a) the Goods; and
(b) any other goods that the Supplier has supplied 
to the Customer in respect of which payment 
has become due.

8.3 Until title to the Goods has passed to the 
Customer, the Customer shall:
(a) hold the Goods on a fiduciary basis as the 
Supplier's bailee;
(b) store the Goods separately from all other goods 
held by the Customer so that they remain 
readily identifiable as the Supplier's property;
(c) not remove, deface or obscure any identifying 
mark or packaging on or relating to the Goods;
(d) make the Goods available at a customary 
condition and keep them insured against all risks 
for their full price from the date of delivery;
(e) notify the Supplier immediately if the Customer 
becomes subject to any of the events listed in 
clause 12.2; and
(f) keep such information relating to the 
Goods as the Supplier may require from time 
to time, including, but not limited to, the policy 
of insurance.

8.4 Subject to 8.5, the Customer may resell or 
use the Goods in the ordinary course of its 
business before the Supplier receives payment for 
the Goods. However, if the Customer resells the 
Goods before that time:
(a) it does so as principal and not as the Supplier's 
agent; and
(b) title to the Goods shall pass from the Supplier 
to the Customer immediately before the time 
at which resale by the Customer occurs.

8.5 If before title to the Goods passes to the 
Customer the Customer becomes subject to any 
of the events listed in clause 12.2, or the 
Supplier reasonably believes that any such 
event is about to happen and notifies the 
Customer, then the Supplier shall be entitled that 
the Goods have not been resold, or irrecoverably 
incorporated into another product, and without 
limiting any other right or remedy the Supplier 
may have against the Customer use reasonable 
steps to recover the Goods, and if the 
Customer fails to do so, expressly assume the 
rights in the Goods where the Goods are stored in order to recover them.

9 PRICE AND PAYMENT

9.1 The price of the Goods shall be the price set 
out in the Order and unless otherwise stated, 
shall be exclusive of any value added tax.

9.2 The Supplier adequate or accurate information or 
any delay caused by any instructions of 
the Customer or failure of the Customer to give the 
Supplier adequate or accurate information or 
any request by the Customer to change the 
Specification supplied by the Supplier to the Customer, are at 
the Customer's cost, and any duties, imposts, levies or taxes other 
than Value Added Tax (VAT) and, for the avoidance of doubt, VAT.

9.3 For the purposes of any and all Services 
provided to the Customer, the price of the Goods to the Delivery Location 
and any duties, impost, levies or taxes other 
than Value Added Tax (VAT) shall be as set out in 
the Order.

9.4 The Supplier may, by giving notice to the 
Customer at any time before delivery, increase 
the price of the Goods to reflect any increase in 
the cost of labor, materials and other manufacturing 
costs; and
(b) any factor beyond the Supplier's control 
including foreign exchange fluctuations, 
increased taxes, duties or levies, increased expenses, and 
for the cost of any goods, services provided by third parties 
and required by the Supplier for the performance of the Services, and for the cost of 
any and all Services

9.5 The Supplier may, by giving notice to the 
Customer at any time before delivery, increase 
the price of the Goods to reflect any increase in 
the cost of any and all Services that is due to 
the purpose of

9.6 The Supplier reserves the right to increase its 
standard daily fee rates for the charges for the 
Services, provided that such charges cannot be 
increased more than once in any 12 month 
period. The Supplier will give the Customer 
written notice of any such increase 1 month 
before the proposed date of the increase. If 
such increase is not acceptable to the 
Customer, then the Customer shall give the Supplier 
notice that it wishes to terminate the Contract 
within 2 weeks of the date of the Supplier's 
notice and the Supplier shall have the right 
to terminate the Contract by giving 4 weeks' 
notice.

9.7 The Supplier may invoice the Customer for the 
Goods and/or Services and any additional costs 
detailed at clauses 9.2(b),(c),(d) and (e) on, or 
before, or at any time after the completion of 
delivery and/or of the Services.

9.8 The Customer shall pay each invoice in full and 
in cleared funds within 30 days of the date of the 
invoice. Payment shall be made to the bank 
account nominated in writing by the Supplier.

9.9 In the event that the Supplier requires payment 
of an invoice on or before delivery of the Goods 
or of completion of the Services, the Customer 
will make such payment in accordance with 9.8. 
In the event of non-payment, the 
Supplier reserves the right to suspend any 
deliveries due until such time as payment shall 
have been received.

9.10 If the Customer fails to make any payment due 
before the date stated in the Order, before the due 
date for payment, then the Customer shall pay 
interest on the overdue amount at the rate of 
4% per annum to the Bank of England's 
based rate from time to time. Such interest shall 
accrue on a daily basis from the due date until 
actual payment of the overdue amount, whether 
before or after judgment. The Customer shall 
pay the interest together with the overdue 
amount.

9.11 The Customer shall pay all amounts due under 
the Contract in full without any set-off, 
counterclaim, deduction or withholding (except 
for any deduction or withholding required by 
law). The Supplier may at any time, without 
limiting any other rights or remedies it may 
have, set off any amount owing to it by the 
Customer against any amount payable by 
the Supplier to the Customer.

9.12 Accounts beyond agreed credit terms will be 
charged to the Customer at 5% per annum for 
non-payment. The Supplier reserves the right to 
subject a surcharge of a minimum of 20% plus VAT to cover the costs of 
recovery.

10 INTELLECTUAL PROPERTY

10.1 Intellectual Property Rights in all Goods, 
materials, equipment, technical data sheets, safety sheets, standard user manuals, 
specifications, data and any other items 
supplied by the Supplier to the Customer, are at 
all times and regardless of any assignment of 
property of the Supplier. For the purposes of 
this clause, Intellectual Property Rights shall include 
but not be limited to, patents, rights to 
copyright and related rights, trade marks, 
business names and domain names, rights in 
get-up, goodwill and the right to sue for passing 
of rights in designs, database rights, rights to 
use and protect the confidentiality of confidential 
information, (including know-how) and all other 
intellectual property rights in each case whether 
registered or unregistered and including all 
applications and rights to apply for and be 
given, renewable renewals or extensions of an 
right to claim priority from, such rights and all similar 
or equivalent rights or forms of protection which 
subsist or will subsist in the future in any part 
of the world.

10.2 The Supplier grants to the Customer a limited, 
non-exclusive licence to make copies of items 
including technical data sheets, safety sheets, 
standard user manuals and specifications for 
the purpose of internal use by the 
Customer only.

11 HEALTH AND SAFETY

11.1 The Customer agrees that it:

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STANDARD TERMS AND CONDITIONS OF SUPPLY OF GOODS AND SERVICES

(a) understands the nature and characteristics of the Goods and realises that the Goods may be, be or contain hazardous substances; and
(b) is familiar with any health, safety and/or environmental hazards arising out of or resulting from the use of Goods, transportation, maintenance, handling, treatment and disposal of the Goods.

11.2 The Customer warrants that it is accustomed to handling items to the Goods and to handling Goods bearing or containing hazardous substances and that it has the necessary expertise, equipment and facilities to safely and lawfully conduct all of its activities involving the Goods including transportation, handling, segregation, treatment and hereby agree to exercise such abilities.

The Customer agrees that it has, or that prior to the estimated time of delivery of the Goods by the Supplier has, distribute all of the appropriate health, safety and/or environmental guidelines governing the use and distribution of the Goods amongst its employees, contractors or customers and all such third parties that may come into contact with the Goods.

12 TERMINATION

12.1 If the Customer becomes subject to any of the events listed in clause 12.2, or the Supplier reasonably believes that the Customer, is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other remedy available to the Supplier, the Supplier may cancel or suspend all further deliveries and/or provision of Services under the Contract or under any other contract between the Customer and the Supplier without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer or Services completed, shall become immediately due.

12.2 For the purposes of clause 12.1, the relevant events are:
(a) the Customer commits a breach of any of the terms and conditions of the Contract; or
(b) the Customer fails to pay any amount due under this Agreement in the due date for payment and remains in default not less than 14 days after being notified to make such a payment; or
(c) the Customer, threatens to suspend, ces aces or threatens to cease to carry on any or a substantial part of its business or suspends or threatens to suspend payment of its debts, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
(d) the winding up, dissolution or reorganisation of the Customer is ordered, other than for the sole purpose of a merger or the solvent reconstruction of the Customer; or
(e) a liquidator, administrator of administrative receiver or similar officer is appointed over the Customer, or the holder of a qualifying charge over the Customer's assets or a person has become entitled to appoint an administrative receiver or similar officer.

12.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued at law or in equity, nor shall it prevent or restrict the further exercise of any right or remedy. No failure or delay by a party to exercise any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

13 LIABILITY

13.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable), fraud or fraudulent misrepresentation or any matter in respect of which it would be unlawful for the Supplier to exclude or limit its liability.

13.2 Subject to clause 13.1:
(a) the Supplier shall not be subject to circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
(b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods supplied under the Order in respect of which the liability has arisen.

14 FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including inability to obtain or delay in obtaining supplies of adequate or suitable material, fuel, parts, machinery or labour, strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil or military authorities, national or international calamity, armed conflict, malicious damage, power failure, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of buildings, structural weakness, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

15 ASSIGNMENTS AND OTHER DEALINGS

15.1 The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

15.2 The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust or any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

16 NOTICES

16.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or its principal place of business or such other address as that party may specify to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post, registered post or other next working day delivery service, commercial courier, fax or any other means of communication which results in the receipt of written communication in permanent form.

16.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 16.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax one Business Day after transmission.

16.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

17 SEVERANCE

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.