



**DECON LABORATORIES LIMITED  
TERMS AND CONDITIONS OF SALE (ISSUE NO. 2)**

**1. FORMATION OF CONTRACTS**

- (a) This contract and all contracts of sale made by DECON LABORATORIES LIMITED. (referred to herein as "the Company") with any other person (referred to herein as "the Buyer") shall be deemed to incorporate the Conditions as express terms.
- (b) These conditions apply to the purchase of all products and services produced and supplied by the Company.
- (c) By placing an order with the company, the Buyer is deemed to have accepted and agreed these conditions.
- (d) This contract including these conditions contain and constitute the entire agreement between the Company and the Buyer and no variation of the same shall bind the Company unless made in writing and signed by a duly authorised officer of the Company.
- (e) The construction, validity and performance of this contract shall be governed by the Laws of England and any claim or dispute arising there from shall be subject to the jurisdiction of the English Courts.
- (f) Any terms or conditions submitted by the Buyer, whether before or after the Buyer has had notice of these conditions, shall be of no effect whatsoever.
- (g) In entering into this contract the Buyer acknowledges that the contract has not been induced by any representation or collateral warranty made orally or in writing by the Company, its servants or agents and that the antecedent negotiations, statements or representations do not form part of the terms of this contract unless specifically repeated as express terms of the same herein.

**2. PRICES**

- Unless otherwise expressly stated in writing by the Company, orders are accepted on the basis that: -
- (a) The price stated is the net price of goods (after deduction of any discounts) for delivery in accordance with the contract.
- (b) The Company is entitled without prior notice to adjust the price stated to take account of any change in specification made at the request of the Buyer or any alteration, subsequent to the date of acceptance by the Company of the Buyer's order and before the date of delivery, in the cost to the Company of Labour, materials, sub-contracted services, import or export duties or tariffs, or transport or in rates of exchange, which affects the cost to the Company of supplying the goods (whether or not such alteration was or should have been foreseen at the date of acceptance of the order by the Company).

**3. TAXES AND CUSTOMS OR OTHER DUTIES**

- Notwithstanding the foregoing all customs or other duties, tariffs or taxes whatsoever, including Value Added Tax, which may be levied on the goods in any territory shall be borne by the Buyer provided always that the Company shall be entitled (but shall be under no obligation) to pass to the Buyer the benefit of any arrangements made with any government or other authorities for the release of goods under bond in which event the Buyer shall indemnify the Company in respect of its costs and expenses relating thereto and in respect of all other payments which may fall due, including any penalties, fines or forfeitures incurred in connection therewith.

**4. PAYMENT**

- (a) Unless otherwise expressly stated by the Company, payment in respect of the goods or any item(s) comprised in the goods delivered pursuant to this contract is due and payable in United Kingdom Pounds Sterling (unless agreed in another currency with the Buyer) within 30 days after Invoice date (unless other settlement terms have been agreed in writing) without any deferment on account of disputes or cross claims. The date of delivery of the goods shall be the date when risk of damage to or loss of the same passes to the customer pursuant to the provisions of condition 5 herein.
- (b) If the Buyer shall fail to make payment in full in accordance with paragraph (a) of this condition and / or under any other contract between the Company and the Buyer then (without prejudice to any other rights of the Company):
- (i) The Company shall be entitled to suspend all or any deliveries to be made under any contract with the Buyer. In such event, the Buyer shall not in any respect be released from its obligations to the Company under that or any such other contract; or
- (ii) Instead of suspension in accordance with sub-paragraph (i) above, the Company shall be entitled to be released and discharged from its obligations under the relevant contract or any other contract with the Buyer in accordance with Condition 12 below.
- (c) Whether or not the Company exercises such rights, it shall be entitled to charge interest on any amounts due to it but unpaid at the rate of 5% per annum above the base rate from time to time of BARCLAYS BANK PLC from the end of the said 30 day period until receipt of payment in full by the Company, as well after as before any judgement.
- (d) Where carriage packing or other charges are stated separately from the price they will nevertheless be payable by the Buyer at the same time as if they formed part of the price of the goods and shall be treated as such for the purposes of paragraphs (a) and (b) of this Condition.
- (e) Notwithstanding that the stated price of the goods may include the cost of carriage from the Company's premises, if the Buyer stipulates a particular carrier or particular conditions of transport the Buyer shall pay on demand to the Company any additional costs which the Company may incur in complying with such stipulation, which costs will form part of the price of the goods.

**5. DESPATCH, DELIVERY AND RISK**

- (a) Time for delivery shall not be of the essence of this contract in so far as it concerns the delivery of goods; time of delivery is given as accurately as possible but is not guaranteed. The Company shall not be liable for any loss or damage howsoever arising from the failure to deliver by any date specified either by this contract or by any collateral agreement, representation or arrangement made by the Company or its servants or agents, whether oral or in writing.
- (b) Notwithstanding that the stated price may include the cost of carriage from the Company's premises, the risk in the goods sold shall pass to the Buyer upon their transfer at such premises onto the carrier's or the Buyer's transport except that: -
- (i) Where the contract is stated to be f.o.b. or c.i.f. the risk in such goods shall pass to the Buyer when the goods are delivered onto the ship or aircraft: and
- (ii) In the case of goods to be collected by the Buyer or by transport arranged by him, if the Company gives to the Buyer 7 day's written notice that the goods are ready for collection, the risk in such goods shall pass on the expiry of such notice, if earlier.
- (c) In cases where the Company includes the contract of carriage and / or arranges for the insurance of the goods for transit, the Company shall be deemed to be acting solely as the duly authorised agent of the Buyer, and sub-section (2) and (3) of section 32 of the Sale of Goods Act 1979 shall not be applicable.
- (d) Before despatching any goods to be delivered elsewhere other than at the Buyer premises, the Company will send to the Buyer a notification stating the expected date of delivery. If the goods are not delivered, the Buyer must give written notice of non delivery to the Company and to the carrier within 14 days of the expected date of delivery as stated on the notification.
- (e) If goods delivered either at the Buyer's premises or elsewhere are found to be damaged or short, the Company shall not in any event be liable unless the Buyer gives written notice to the Company within 4 days of the actual date of delivery and the Buyer gives the Company or its representative a reasonable opportunity to inspect the goods concerned in the state and location in which they were delivered.
- (f) If at the request of the Buyer the Company agrees to delay delivery and during such delay to store the goods at the expense of the Buyer, delivery shall be deemed to have been made when the Company sets ascertained goods aside for storage and risk, in such good shall thereupon pass to the Buyer.
- (g) The Buyer shall be responsible for the Insurance of the goods for the period between the risk therein passing to the Buyer and the goods ceasing to be the property of the Company pursuant to condition 7.

**6. CREDIT**

- The Company reserves the right, at any time, to withhold credit facilities from or to limit the amount or period of credit it will grant to the Buyer.

**7. RESERVATION OF TITLE**

- (a) Notwithstanding delivery and the passing of risk in the goods or any other provision of these conditions the property in the goods shall not pass to the Buyer until the Company has received in cash or cleared funds payment in full of the price of the goods and all other goods agreed to be sold by the Company to the Buyer for which payment is then due.
- (b) The Company may recover goods in respect of which title has not passed to the Buyer at any time and the Buyer irrevocably licences the Company, its officers, employees and agents to enter upon any premises of the Buyer, with or without vehicles, for the purpose either of satisfying itself that condition 7 (c) below is being complied with by the Buyer or of recovering any goods in respect of which title has not passed to the Buyer.
- (c) Until such time as the property in the goods passes to the Buyer, the Buyer shall hold the goods as the Company's fiduciary agent and bailee, and shall keep goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Company's property. Until that time the Buyer shall be entitled to resell or use the goods in the ordinary course of its business but shall account to the Company for the proceeds of the sale or otherwise of the goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

**8. GENERAL LIABILITIES**

- (a) The Company warrants that all goods supplied are free from defective, poor or faulty workmanship on delivery but the Company's liability under this warranty shall be limited to making good without charge by repair or (at the discretion of the Company) replacement of any defects which the Company is satisfied are defects of material or workmanship in goods, which are returned to the Company's premises carriage paid immediately the Buyer becomes aware of the defects and in any event within 21 days of the date of actual delivery of the goods.

**PROVIDED THAT: -**

- (i) The Buyer shall have notified the Company in writing of the defect within 7 days of becoming aware of the defect and in any event within 21 days of the date of the actual delivery of the goods.
- (ii) A failure to notify the Company pursuant to sub-paragraph (i) above shall be deemed to be conclusive proof that the goods comply with the contract description in every particular.
- (iii) This warranty shall not apply to any goods which in the opinion of the Company have been tampered with in any way outside its premises or have been subject to mis-use, negligence or accident or which have been stored and maintained or operated in such a way as not to conform with the Company's specification and instructions.
- (iv) This warranty shall not apply to any goods which have become defective as a result of use by the Buyer and by the Buyers servants or agents in such a manner as to be in breach of the Buyer's obligations under the Health and Safety Act 1974 or any subsequent Act.
- (v) The warranty is personal to the Buyer and cannot be assigned by him.
- (vi) This warranty does not apply to defects caused by mis-use or neglect to climatic conditions.

**9. GUARANTEE**

The Company guarantee to replace any defective product manufactured by it and which on inspection by it proves to be defective in material or workmanship, provided that written notice of any such defect is given within 21 days of the date of sale by it or by its distributor to the Buyer and the product alleged to be defective is returned carriage paid as soon as may be possible after such notice, and subject to the following further conditions: -

- (i) The Buyer shall mean the original purchaser who purchased the product from the Company or its distributor and the guarantee is not transferable.
- (ii) This guarantee does not apply to any product which has been subject to mis-use, negligence or altered in any way.
- (iii) Carriage and packing charges for the return of all products shall be for the account of their owner.
- (iv) This guarantee forms part of and is subject to the terms and conditions of sale of the Company.

**10. TRADEMARKS**

All trademarks, registered, copyrights, confidential information such as knowhow and other intellectual property rights of any nature in all products supplied by the Company are owned by the Company. The Company reserves the right at any time to require the Buyer forthwith to discontinue the use in any manner whatsoever any such trademark or other intellectual property.

**11. FORCE MAJEURE**

It is hereby agreed and declared that a failure by the Company to perform its obligations to the Buyer, under these terms or otherwise, by reason of fire, explosion, accident, mechanical breakdown, interruption in the supply of power or materials, epidemic, industrial or any other cause outside the Company's control will not constitute a breach of contract and that the Company will not be liable to pay any damages whether in contract or in tort arising from any such failure.

**12. ASSIGNMENT**

The Contract is between the Company and the Buyer as principal and is not assignable without the consent of the Company.

**13. VARIATIONS**

No variation to any Contract shall have effect unless signed in writing on behalf of the Company by an Officer of the Company.

**14. DEFAULT**

- (a) The Company shall be entitled to be released and discharged from this contract and any contract made subsequently to the date herein (herein - after "a subsequent contract") with the Buyer upon the occurrence of any of the following events and shall be so released and discharged forthwith upon serving notice in writing to the Buyer to such effect: -
- (i) The Buyer shall commit any breach of any of the terms (including without limitation, terms concerning the time for payment of the purchase price) of this or a subsequent contract with the Company and on its part to be observed or performed, provided that, if such breach is remediable, the Company has previously given to the Buyer notice therefore and the same has not been remedied within 7 days thereafter;
- (ii) The Buyer compounds with or negotiates for any composition with its creditors generally or permits any judgement against it to remain unsatisfied for 7 days;
- (iii) Being an individual, the Buyer shall die or having a receiving order made against him or commit any act of bankruptcy; or
- (iv) Being a company, the Buyer shall call any meeting of its creditors or have a receiver of all or any of its assets appointed or enter into any liquidation.
- (b) In the event of any such release and discharge: -
- (i) The Company shall be entitled to repossess any goods delivered under this or any subsequent contract which are in the possession or control of the Buyer and which have remained the property of the Company and for such purpose to enter into and upon the premises of the Buyer; and
- (ii) The Company shall be entitled by notice in writing to the Buyer to declare (and there shall forthwith become) immediately due and payable any amounts outstanding from the Buyer to the Company and all such amounts shall bear interest at the rate of 5% per annum above the base rate from time to time of BARCLAYS BANK PLC calculated from the date of the notice until the date of the receipt of payment in full as well after as before any judgement.
- (c) The provisions of the paragraph (a) and (b) above and the exercise by the Company of its rights there under are without prejudice to any other rights of the Company.

**15. DELAY REMEDIES**

No failure to exercise and no delay in exercising on the part of the Company any right, power or privilege under the general law, these conditions or under any contract between the Company and the Buyer shall operate as a waiver thereof, nor shall any single or partial exercise by the Company of any such right, power or privilege exclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies provided under these conditions and under any such contract are cumulative and not exclusive of any rights or remedies provided by law.

**16. NOTIFICATION OF REQUIREMENTS**

The Buyer shall keep the Company informed from time to time of:

- (i) The Buyer's address and of any change of address;
- (ii) The Buyer's email and facsimile and any change in the same.

**17. COMMUNICATION**

Any notice or communication to be given or sent by the Company to the Buyer under these conditions or in connection with them may be delivered by hand, sent by email, sent by facsimile transmission or sent by first class pre-paid letter to the Buyer to the last address written notice of which has been given by the Company. Any such notice shall be deemed to have been served as follows: if delivered by hand when delivered, if sent by email or facsimile when sent and if sent by post, in the ordinary course of post.

**18. CONSTRUCTION**

In these conditions: -

- (a) Unless the context otherwise requires: -
- (i) Words importing any gender shall include all genders;
- (ii) Words importing the singular shall include the plural and vice versa; and
- (iii) Words importing individuals shall include bodies corporate and vice versa.
- (b) Headings are used for ease of reference only and shall not affect the construction thereof.

**19. SEVERANCE**

The parties hereto hereby agree that if any part of these conditions be found to be unreasonable, invalid or unlawful under any enactment or rule of law pertaining thereto, the Court shall have the power to strike out or override that part, whether it be an entire condition or conditions, or some part or parts thereof, and enforce these conditions as if the unreasonable, invalid or unlawful part or parts aforesaid had not been included.