

Standard Conditions of Sale

In these conditions "the Seller" means Scintacor Limited, "the Buyer" means the person, firm or company purchasing the Products. "The Parties" means both, the Seller and the Buyer. "The Products" means the Products or materials which shall be the subject of the contract between the Seller and the Buyer. "The Price" means the price specified in the Seller's Quotation, Acknowledgement or otherwise communicated to the Buyer and agreed.

1. Acceptance of Order.

All orders are accepted by the Seller subject to these Conditions of Sale unless otherwise varied by agreement in writing. Contracts for delivery by instalments shall be deemed to be indivisible. For the avoidance of doubt, no terms or conditions contained in any request for quotation, purchase order, acknowledgment or other form of writing of the Buyer (whether printed, typed or handwritten or available on the Buyer web site or web-portal), except those specifying the quantity, requested delivery date of the Products ordered, shipment, invoice information, and shipping address, will apply to any sale of Products to Buyer.

2. The Price.

2.1 The price of the Products shall exclude the Seller's costs of standard packaging, normal insurance, duties, VAT, taxes and delivery of the Products to any one address as specified in writing by the Buyer and agreed by the Seller prior to delivery.

2.2 Containers and/or packages are not returnable unless so stated in the Seller's quotation, acknowledgement or other documentation. Returnable containers and/or packages shall be returned empty by the Buyer to the seller's address stated on the delivery note in good condition, carriage paid, within three months of delivery of the Products. If not, such containers and/or packages will be chargeable at replacement value and no credit will be due on containers and/or packages for which a charge shall have been made by the Seller.

3. Payment.

3.1 Unless otherwise stated on the Seller's quotation or invoice, or otherwise agreed in writing, payment for the Products shall be free of all bank charges and strictly nett 30 days from either, the date of dispatch of the Products, or the date of issuance of the invoice, whichever comes first. The Seller may at any time on or after acceptance of a purchase order by notice in writing to the Buyer vary the terms of payment by demanding immediate payment or, at the Sellers option, adequate security for sums which shall be due hereunder.

3.2 Time shall be of the essence and failure by the Buyer to pay the Price of any instalment thereof in due time shall entitle the Seller to treat such failure as a repudiation of the whole contract by the Buyer and to require the Buyer to make immediate payment of all monies due or to become due and to recover from the Buyer damages for such breach of contract and/or (at the Seller's option) to charge interest at two percent (2%) per annum above the Base Rate of HSBC Bank plc from the due date until payment.

4. Delivery.

Unless otherwise agreed in writing between the Seller and the Buyer, the following provisions shall apply:

4.1 Delivery of Products shall take place EXW Scintacor Ltd., in accordance with Incoterms 2010. The risk of any loss or damage to or deterioration of the Products shall be borne by the Buyer according to this incoterm, despite the Seller might arrange, on Buyer's request, shipment to an agreed address on a Buyer's courier account.

4.2 The Seller shall ensure each delivery of the Products is accompanied by a delivery note.

4.3 The delivery date or dates specified on the Seller's acceptance of the order are estimates only. The Seller shall not be liable for failure to deliver by such date or dates or for any damage or loss arising directly or indirectly out of delay in delivery; nor shall the Buyer be entitled to refuse to accept the Products because of late delivery.

4.4 In respect of Sea Transit, the seller shall not be required to give the Buyer the notice relating to insurance of the Products referred to in Section 32(3) of the Sale of Products Act 1893.

5. Divisibility.

The Seller reserves the right to make deliveries/and or services by instalments and to render a separate invoice in respect of each such instalment.

6. Property.

The provisions 6.1, 6.2 and 6.3 apply, notwithstanding delivery and the passing of risk to the Buyer, solely for the purposes of securing payment of all monies due or to become due to the Seller by the Buyer, in one of the following circumstances: in the event of the Buyer entering into liquidation or having a winding-up order made against it, or a receiver and manager being appointed of its assets or income or any part thereof, or in the event of the Buyer being an individual or individuals he or either of them committing any act of bankruptcy or having any bankruptcy petition presented against him or either of them.

6.1 The property in the Products shall remain in the Seller until the Buyer has made payment in full to the Seller for the Products and all other sums due to the Seller at the date of delivery of the Products.

6.2 Where full payment has not been made to the Seller and the Buyer uses the Products in his manufacturing process or incorporates the Products with other products the property in the Products shall be retained by the seller in so far as such Products are identifiable.

6.3 Until such payment is made, the Buyer shall hold the Products and materials, the property in which is vested in the Seller, on fiduciary basis only. In any of the events specified above the Buyer shall store such Products and materials so as to be clearly identifiable as the property of the Seller.

7. Lien.

The Seller shall in respect of all unpaid debts due from the Buyer under the same or any other contracts have a general lien on all Products and property of the Buyer in its possession (although such Products or some of them may have been paid for) and shall after the expiration of fourteen days written notice to the Buyer be entitled to dispose of such Products and property as it deems fit and apply the proceeds towards such debts.

8. Shortages and Damages and/or loss in Transit.

Unless otherwise agreed in writing between the Buyer and Seller, the Seller may deliver against any order an excess and/or deficiency up to ten per cent (10%) of weight or volume ordered without any liability whatsoever to the Buyer, save that the price shall be adjusted accordingly.

8.1 The Buyer shall inspect the Products immediately upon delivery and shall within five (5) days of such delivery (time being of the essence) give notice in writing to the Seller and the carrier of all claims on account of damage to or total or partial loss of Products in transit. Where Products are shipped on the Seller's courier account, claims for non-delivery must be submitted in writing to the Seller within seven (7) days after notification of despatch.

8.2 Quality claims must be made in writing immediately after the Buyer learns of the defect and in any event not later than thirty (30) days after the Buyer's receipt of the Products. Any claim not made in writing and received by the Seller with the foresaid time limits shall be deemed waived.

8.3 If the Seller fails to make delivery or makes defective delivery of any one instalment such failure or defective delivery shall not invalidate the contracts as regards other instalments.

8.4 The right of the Buyer to set off the value of any shortage, defective Products or Products not otherwise conforming to contract shall be restricted to the invoice of the Products in question and shall not apply to previous or future accounts.

9. Warranty and Limitation of Liability.

9.1 The Seller warrants that the Products:

- conform in all respect with the requirement of applicable statutes, orders, regulation, ethical requirement or bye-laws in force in the country of manufacture and known to the Seller at the time of manufacture;
- conform to the technical specification agreed between the Buyer and the Seller or, in the absence of such agreed specification, to the certificate of conformance supplied by the Seller with the Products.

9.2 The warranty period applicable to the Products shall be twelve (12) months from delivery. This limited warranty extends only to the original end-user purchaser of Products and does not cover normal wear and tear of parts or damage or loss resulting from misuse, accident, neglect, improper installation or maintenance.

9.3 The warranty set forth herein is the only warranty provided by the Seller and is strictly limited to its terms and is in lieu of all other express or implied warranties, including without limitation the warranties of merchantability or fitness for a particular purpose or other warranties of quality, and of all other liabilities and obligations, representations and warranties, express or implied by statute, usage, custom of the trade or otherwise. Notwithstanding any prior statement, written or oral, the seller makes no other warranties regarding the qualities of its products or the materials incorporated therein.

9.4 The Seller's liability for any and all direct loss or damage resulting to the Buyer from defects in the Products or any other cause shall be limited to the purchase price of the quantity of the Products in respect of or in relation to which such loss or damage is claimed. Subject as aforesaid, the Seller shall be under no liability in contract or in tort for any loss or damage or personal injury arising directly to indirectly out of the supply or use of the Products or containers other than death or personal injury resulting from the negligence of the Seller within the meaning of Section 1 of the Unfair Contract Terms Act 1977.

9.5 Limitation of Liability. Nothing in this Agreement shall limit or exclude Seller's liability for:

- Death or personal injury caused by its negligence, or the negligence of its employees or agents; or
- Fraud or fraudulent misrepresentation; or
- Any other matter in respect of which it is unlawful for Seller to exclude or restrict liability.

Subject to that, the following provisions limit or exclude Seller's liability:

- Seller shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of goodwill, profit, revenue, reputation, and business opportunity or anticipated savings, or for any loss which is an indirect or secondary consequence of any act or omission of Seller.
- Seller's liability for damage to property caused by its negligence or the negligence of its employees in connection with this Agreement shall be limited to £1,000,000 for any one event or series of connected events.
- Seller's total liability to the Buyer in respect of all other loss or damage arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall in no circumstances exceed £20,000 or (if greater) a sum equal to the total value of all Products purchased by the Buyer from Seller in the period of six (6) months preceding the event giving rise to the liability.

10. Acceptance of Products.

If Buyer claims that the Products do not conform to the agreed technical specification, it must, at Seller's option, either return any defective part(s) to Seller for inspection with freight or other transportation costs prepaid or allow Seller personnel to inspect the Seller Products at the site of their installation or use. If the return of the material for testing or inspection is deemed necessary, a Return Material Authorization (RMA) will need to be issued by Seller prior to Products being returned. Return of Products under the RMA procedure does not mean Seller accepts any liability.

If, after inspection, Seller determines that the Products do not conform to either the agreed technical specification, or the certificate of conformance, Seller, in its sole discretion will choose to (a) repair the Seller Products without charge, (b) replace the Seller Products without charge, or (c) repay the purchase price.

10.1 The warranty period for repaired or replaced components shall be twelve (12) months from dispatch as per paragraph 9.2 above.

10.2 If, after inspection, Seller determines that the Products conform to the agreed technical specification and/or the certificate of conformance, Buyer will pay for all the shipping charges incurred. In addition, if a substantial evaluation work was carried out, Seller reserves the right to pass some of the evaluation costs back to Buyer.

11. Force Majeure.

Deliveries may be partially or totally suspended by either party during any period in which it prevented from manufacturing, delivering or taking delivery of the Products through any circumstances outside its control. If, because of such circumstances, the Seller is unable to supply to total requirement of the Products, the Seller may allocate its available supply (after satisfaction of its own requirements) among all of its customers, including those not under contract, as the Seller thinks fit. Deliveries so suspended shall be cancelled without liability, but the contract between the parties shall otherwise remain unaffected.

12. Indemnity.

The Buyer shall indemnify the Seller in respect of all damage or injury occurring to any person, firm, company or property and against all actions, suits, claims and demands, charges or expenses in connection therewith for which the Seller may become liable in respect of the Products sold under the contract in the event that the damage or injury shall have been occasioned otherwise than by the negligence of the Seller.

13. Obligations Pertaining to Medical Devices.

The Seller is not registered to any medical device standard and therefore compliance with such standards and statutory obligations rests solely with the Buyer.

13.1 In recognition of these obligations Buyer shall have the right to inspect and test the Products to the agreed specification using agreed methodologies at any time before delivery. If following such inspection or testing the Buyer considers, in conjunction with the seller, that the Products do not conform or are unlikely to comply with the requirements and warranties of section 9, the Buyer shall inform the Seller and the Seller shall immediately take such remedial action as is necessary to ensure compliance.

13.2 Notwithstanding any such inspection or testing, the Seller shall remain fully responsible for the Products and any such inspection or testing shall not reduce or otherwise affect the Seller's obligations under the Contract, and the Buyer shall have the right to conduct further inspections and tests after the Seller has carried out its remedial actions.

13.3 The Seller recognises that the Buyer's regulatory authority may carry out unannounced audits of the supplier in accordance with the buyers obligations under ISO 13485:2012.

14. Default.

The Seller reserves the right -without prejudice to its other rights and remedies -either to terminate the contract between the parties or to suspend further deliveries under it or require payment in advance in the event that the Buyer fails to pay for any one delivery when the same becomes due or the Buyer's financial responsibility becomes unsatisfactory to the Seller or if the Buyer, being a company, goes into liquidation or has a receiver appointed or not being a company has a receiving order made against him or enters into any arrangement or composition with creditors.

15. Cancellation.

Once the Buyer has submitted an order, it constitutes a legally binding offer made by the Buyer to purchase the Products ordered. This offer may be considered irrevocable, and no change or cancellation of the order may be accepted. At the Seller's sole discretion some written requests for cancellation may be accepted. Cancellation is only accepted when acknowledged in writing by the Seller to the Buyer.