

## TERMS AND CONDITIONS

### Definitions

'The Seller' means Ellutia Ltd.

'The Buyer' means the person, firm or company who places the order with the Seller and whose name appears on the invoice.

'The Goods' means any goods (or instalments or parts thereof) described in the order.

'The Order' means the order (faxed/posted/telephoned/emailed or any other method) from the Buyer to the Seller, any written confirmation of a verbal order should be clearly marked as such.

These Terms and Conditions shall override any previous Terms and Conditions referred to by the buyer, unless explicitly excluded by Statute law. They form the entire agreement between the Buyer and the Seller and may only be varied in writing by an officer of the Seller. All descriptive drawings and specifications given by the Seller are intended only to represent a general idea of the goods to which they refer.

### Orders

The Seller reserves the right to accept or reject orders and prices shall be those prevailing at the date of delivery unless otherwise agreed. Ellutia will ship and invoice the products to the principal place of business. This is based on Freight on Board (FOB) Ely, Cambridgeshire, United Kingdom.

### Price

Prices quoted are in Sterling (unless otherwise explicitly stated) and are exclusive of VAT, carriage and installation. While the Seller will endeavour to maintain any price quoted for goods the Seller reserves the right to amend prices at short notice if appropriate to take account of variations in costs (including but not by way of limitation, costs of materials, labour, transport and any tax, fee or charge imposed by government or other authority or in the rate of duty payable on such goods or materials taking effect between quotation and delivery) The Seller also reserves the right to vary the price of goods of non-UK origin where the rate of exchange varies between the time of quotation and the date of importation.

### Payment

All accounts are payable on demand but in any case must be paid within 30 days of the invoice date. The Seller reserves the right to suspend deliveries where payment is not received within 30 days of the invoice date, or in accordance with any alternative arrangements which shall be agreed in writing between the parties.

If payment is delayed the Seller shall be entitled to interest on the amount overdue at the rate of 4% above the Base Rate of the Bank of England, calculated on a day to day basis.

If the payment is dishonoured or countermanded the Seller shall be entitled to charge the Buyer a minimum of £25 to cover administration costs. Furthermore, any such action will be reported to the Sellers credit rating agency.

### Delivery

Any delivery date is given in good faith but shall be regarded as an estimate only and The Seller shall not be responsible for any delay in delivery for whatsoever reason. The Seller is entitled to make a delivery by instalments and to invoice as such. Any failure by the Buyer to accept delivery once an order has been accepted, apart from such grounds for rejection as are specified in Statute law, shall be deemed a breach of contract. On receipt the Buyer must check that the goods are as per the Delivery Note, with any shortages being advised to the

Seller within 48 hours, after that time the Seller will accept no liability.

If proceeds of sale of the goods are held these must be held in trust for the Seller, either where such proceeds are in the hands of the Buyer or a Liquidator/Receiver/Administrator. The Buyer grants the Seller, its agents and employees an irrevocable licence to enter any premises, at any time, where the goods are or may be stored in order to inspect them or where the Buyer's right to possession has terminated to recover them.

The Buyer's right to possess the goods terminates immediately if:

The Buyer has a bankruptcy order made against him.

Or enters into a Creditors Agreement.

Or a Receiver/Liquidator/Administrator is appointed.

Or a winding-up petition is made.

### Loss/Damage in Transit

No claim for non-delivery or damage in transit will be considered unless notice is received in writing by the Seller within thirty days of the date of invoice in case of non-delivery and within five days of receipt of goods in the case of damage in transit. Unless otherwise agreed, goods damaged in transit must be returned complete in the original packing within seven days of receipt of invoice

to Ellutia Limited, Colston House, 200 Lancaster Way Business Park, Ely, Cambs, CB6 3NX.

### Force Majeure (suspension of deliveries)

The Seller reserves the right wholly or partially to suspend deliveries in the case of strikes, combinations of workmen lockouts, accidents, or any circumstances beyond the Seller's control, which may prevent deliveries being made in due.

### Property and Risk

a) Title to products shipped passes on delivery thereof to the carrier. Manufacturer's liability for damage in transit or delay ceases when the shipment is accepted by the carrier. The Buyer will make all claims for merchandise damaged in shipment or for undelivered merchandise with the carrier.

b) If stated on previous documents such as acknowledgements and/or invoices related to goods supplied by the Seller, those goods remain the property of the Seller until payment is received in full. Goods supplied under this clause may not be disposed of or supplied or sold to another party until payment is received by the Seller and the Buyer accepts liability for damage sustained and agrees to pay the rectification costs as estimated by the Seller in full in the event that the Buyer fails to make full payment for the goods.

### General Liability

a) The Seller accepts no liability for any consequential loss, expense or damage arising directly or indirectly from any defect or failure in the goods or from the use thereof.

b) When goods are sold, loaned or hired subject to a guarantee in writing, the liability of the Seller shall be restricted to the terms of such guarantee.

### Warranty

Unless otherwise agreed The Seller guarantees to replace or repair, at its discretion, goods proved to its reasonable satisfaction to have failed within a period of 12 months of delivery by reasons of faulty design, materials or workmanship.

### Warranty claims can only be accepted providing:

a) **Goods are returned to the Seller, carriage paid, for inspection and rectification at our premises. IN the event that the buyer requests that the product is services, replaced or repaired elsewhere the Buyer agrees to pay expenses incurred by the Seller to include travelling expenses, subsistence and service engineer's time at the current rate.**

b) Goods returned to the Seller under warranty must be accompanied by a full and written report itemising the alleged defects.

c) The goods have been stored, installed, maintained and used properly having regard in particular to the Seller's and other agreed specifications and instructions.

### Non-Standard Goods

a) Unless otherwise agreed, all goods are supplied in the standard finish applicable. Orders for non-standard or semi-standard products are accepted only on condition that, being manufactured to individual customers' specification, they will be charged accordingly and cancellation or return cannot be accepted.

b) In the event that the Buyer purchases a product which is supplied to the Buyer's specification and which is found to require additions or amendments due to that specification being incorrect and/or incomplete, the buyer cannot treat this as reason for non-payment.

Work required to rectify such shortcomings will be treated as a separate contract by both the Buyer and the Company.

### Law and Arbitration

This Agreement shall be subject to and interpreted in accordance with English Law. Any dispute or difference in connection with this Agreement may be referred to arbitration by written agreement of all the parties. Otherwise it shall be subject to the exclusive jurisdiction of the English Courts.