

Uniqsis Ltd. Terms & Conditions of Sale

These terms and conditions (T&C's) cover all product sales and services provided by Uniqsis Ltd (UNIQUIS) and apply to any information and advice given whether charged for or not. No variation in these terms and conditions shall apply unless previously agreed by UNIQUIS in writing. Orders are accepted exclusively on the condition that no conditions of purchase shall apply.

Prices/Charges

UNIQUIS has the right to change the prices shown in catalogues and price lists at any time and to invoice at prices current at the date of receipt of an order. Prices documented in valid quotations will be honoured. Unless otherwise stated by UNIQUIS, quoted prices are valid for a period of 30 days.

Unless otherwise explicitly stated, all prices in catalogues and quotations are net of Value Added Tax and any other taxes or duties. If applicable, these will be charged separately. UNIQUIS reserve the right to apply a freight charge on all deliveries.

UNIQUIS reserves the right to designate minimum order values for any products. Without limitation, where any order is placed for goods having a total invoiced value (excluding Value Added Tax and any additional transport, insurance, packaging and/or additional costs) of less than £200 UNIQUIS reserves the right to make an additional charge of £20.00. A further charge will be made for a Certificate of Origin that requires validation by a Chamber of Commerce.

Delivery Queries

Any discrepancy between goods listed on the Delivery Note(s) sent with shipments from UNIQUIS must be reported within THREE working days or will be deemed to be accepted as complete.

Authorisation to return goods damaged in delivery must be obtained within THREE days of receipt of the goods. UNIQUIS reserves the right to either replace outright OR repair and return such items. In the case of replacement, the damaged goods must first be returned to UNIQUIS for examination.

Specification

All statements (written and oral) made by Uniqsis relating to products supplied are for the purpose of information and guidance only. The Customer should make their own assessment as to the suitability of any product for their intended purpose.

UNIQUIS reserve the right to introduce changes, from time to time, as part of the process of continuous product improvement.

Payment Terms

Unless otherwise agreed in writing, payment in full is due within 30 days following the end of the month from date of invoice (30 Days EOM). UNIQUIS reserves the right to charge interest on all overdue sums at the rate of five percent per annum over the base lending rate of the Bank of England calculated at the date of actual payment.

- Customers who exceed their credit limits will be asked to pay in advance for additional products until the account is settled.
- Delivered products will remain the property of UNIQUIS until paid for.
- UNIQUIS has the right to deliver an order in instalments (Part Ship), and the Customer is required to pay the invoice for each instalment within 30 days EOM from the date of invoice.
- Any claims for shortages must be made within 3 days of a delivery.
- Any claims for non-ordered items or non delivery must be made within 3 days of receiving the invoice.
- UNIQUIS shall be entitled to make an appropriate charge to recover any additional costs arising from variation or delay in delivery occasioned by the Customer's instructions.

Return of Damaged or Unsuitable Goods

Upon receipt, an official Purchase Order (PO) is deemed to be contractually binding on both the purchaser and the seller (UNIQUIS). Returns of unused goods in their original packaging or cancellations of orders are only possible if agreed in writing by UNIQUIS and approval should be requested within THREE days of receipt. A re-stocking charge may be made under these circumstances, as follows

Credit (less a handling charge of 15% of the invoice value of all products returned subject to a minimum charge of £50) will be given for those products AUTHORISED for return which are unused and in re-saleable condition (Including packaging condition) other than those in the categories shown:

- items with an expired shelf life or an expiration date too short for resale
- any article that has been delivered direct by a third party supplier
- discontinued items
- items not purchased from UNIQUIS.

Articles that have been delivered on our behalf by a third party supplier will not be accepted back to ASYNT.

Items which have been produced specifically in fulfillment of a PO and that are not standard products (custom items) cannot be returned and must be paid for in full by the purchaser.

Product Support and Consultancy

UNIQUIS is prepared to give, but accepts no liability for, advice and support relating to the use and/or suitability of our products. Such advice is given to the best of our knowledge, but it is the responsibility of the Customer to apply due diligence and assess whether such advice is appropriate to their application. Where providing product support is deemed by UNIQUIS to require an excessive amount of time and/or cost, UNIQUIS reserve the right to either make a charge for this service or to cease to engage in this process.

Advice relating to the optimisation or development of a commercial process is deemed to be CONSULTANCY and UNIQUIS reserve the right to make a charge for such services.

Although self-installation of UNIQUIS flow chemistry systems is possible, UNIQUIS strongly recommends that Customers purchase an installation package that includes an on-site visit by a qualified UNIQUIS engineer to perform system installations in the first instance.

Health, Safety and Liability

The Customer is responsible for unloading and transporting large and/or heavy items from delivery couriers.

In view of the hazards of chemical synthesis and the use of in some of our supplied apparatus the Customer must ensure that the products purchased are in a safe condition and that a safe system of work is in place taking into account all available information.

In view of the wide range of uses of chemicals and apparatus, the Customer will be solely responsible for determining the suitability and specification of products, services, information and advice for its purposes.

In view of the above, liability of UNIQUIS for any loss or damage suffered by a Customer and arising by reason of defects in the products or otherwise howsoever is limited to the invoice price of the products in respect of or in relation to which loss or damage is claimed. Any liability accepted by UNIQUIS under these terms and conditions is in lieu of any warranty or condition implied by law as to the quality or fitness for any particular purpose of the products and save as provided in these terms and conditions UNIQUIS will not be under any liability, whether in contract, tort, breach of statutory duty or otherwise in respect of defects in products delivered or for any injury (other than death or personal injury caused by UNIQUIS negligence as defined in the Unfair Contract Terms Act 1977) damage or loss resulting from such defects or from any information, service or advice provided by UNIQUIS or its employees, contractors or agents. In no event shall ASYNT be liable for any consequential loss whether or not resulting from force majeure.

The Customer indemnifies UNIQUIS against any claims from its employees, contractors or agents.



Patents, Designs and Technical Information

The Customer shall not use or deal with the goods or UNIQUISIS's catalogues, brochures, leaflets or lists so as to infringe, interfere with or weaken any rights of the Seller or any manufacturer of the goods under or in respect of any patents, processes, proprietary information, trademarks, registered designs, logos, artwork or copyright for or in connection with the goods. UNIQUISIS shall have no liability for the infringement of any rights of any third party arising from the use of the goods in combination with other goods, trademarks or processes not supplied by UNIQUISIS.

Where goods are manufactured to the design or specification of the Customer, the Customer warrants that such design or specification does not infringe the rights of any third party.