

## Standard Terms and Conditions for Supply of Goods and Services

### 1.1 In these conditions:

"Conditions" means the terms and conditions for the sale of Equipment set out below and any special terms and conditions agreed in writing between Analysco Ltd and the Customer  
 "Contract" means the contract for the purchase and sale of the Equipment  
 "Customer" means the person or institution placing a Purchase order for the Equipment  
 "Equipment" means the equipment, accessories, consumables, service and any other goods supplied by Analysco Ltd including those items specified in the Quotation  
 "Quotation" means a written offer by Analysco Ltd to supply the Equipment to specifications and prices stated in the Quotation  
 "Specification" means the specification of the Equipment as agreed between Analysco Ltd and the Customer or as set out in the current sales literature of Analysco Ltd.

1.2 A reference to a statutory provision shall be a reference to that provision as amended or re-enacted at the relevant time.

2.1 Analysco Ltd shall sell the Equipment to the Customer, subject to these Conditions if the Customer places an official Purchase Order within the validity period of the Quotation.

2.2 No variation of these Conditions shall be binding unless agreed in writing by an authorised representative of Analysco Ltd.

2.3 The Customer acknowledges that it does not rely on, and waives any claim for breach of, any representation which is not confirmed in writing and that advice given by Analysco Ltd on the application or use of the Equipment which is not confirmed in writing is followed entirely at the Customer's own risk.

3.1 No order may be cancelled by the Customer except with Analysco Ltd's written agreement and on terms that the Customer indemnifies Analysco Ltd against all loss incurred by Analysco Ltd as a result of cancellation.

3.2 If the Equipment includes computer software not written by Analysco Ltd, the Customer shall enter into such separate licensing or other agreements, as Analysco Ltd shall reasonably require.

4.1 The price of the Equipment shall be the price set out in the Quotation (plus any applicable taxes or duties) and shall be paid by the Customer in the currency and according to the terms set out in the Quotation.

4.2 Unless otherwise stated in the Quotation (or otherwise agreed in writing) prices are given on an ex-works basis and where Analysco Ltd agrees to deliver the Equipment the Customer shall be liable to pay Analysco Ltd's charges for transport, packaging and insurance.

4.3 Analysco Ltd may charge the Customer interest on any late payment at 4% above Lloyds TSB Bank Plc base rate from time to time.

5.1 Any quoted delivery date is approximate and Analysco Ltd shall not be liable for any delay in delivery of the Equipment. Time for delivery shall not be of the essence.

5.2 If Analysco Ltd is unable to deliver the Equipment for any reason other than any cause beyond Analysco Ltd's reasonable control or the Customer's fault, Analysco Ltd will supply a suitable equivalent product, only with the agreement of the customer or accept a cancellation of the Purchase Order.

6.1 Risk of damage to or loss of the Equipment shall pass to the Customer at the time of delivery

6.2 Without prejudice to the foregoing, claims that there has been loss of or damage to Equipment in transit must be made to Analysco Ltd (and to any carrier concerned) within 2 working days of receipt of that Equipment by the Customer (and immediately confirmed in writing) otherwise any claim by the Customer will be considered invalid.

6.3 Notwithstanding delivery and the passing of risk in the Equipment, property in the Equipment shall not pass to the Customer until Analysco Ltd has received cleared payment in full for the Equipment and for all other goods provided by Analysco Ltd to the Customer for which payment is then due.

6.4 Until the property in the Equipment passes to the Customer

6.4.1 the Customer shall hold the Equipment as Analysco Ltd's fiduciary agent and bailee, and shall keep the Equipment separate from that of the Customer and third parties and properly stored, protected and insured and identified as the property of Analysco Ltd

6.4.2 provided the Equipment is still in existence and has not been resold Analysco Ltd shall be entitled at any time to require the Customer to return the Equipment to Analysco Ltd and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Equipment is stored and repossess the Equipment.

6.4.3 the Customer shall not be entitled to pledge or in any way charge by way of security any of the Equipment, but if the Customer does so all moneys owing by the Customer to Analysco Ltd shall (without prejudice to any other right or remedy of Analysco Ltd) forthwith become due and payable.

7.1 Subject to the conditions set out below Analysco Ltd warrants that the Equipment will correspond in all material respects with the Specification at the time of delivery and will be free from defects in material and workmanship for one year from the date of delivery, unless another Warranty Period is stated.

7.2 The above warranty is subject to the following conditions:

7.2.1 Analysco Ltd shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow instructions (whether oral or in writing), misuse or alteration or repair of the Equipment without Analysco Ltd's approval;

7.2.2 Analysco Ltd shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Equipment has not been paid in accordance with 5 above.

7.2.3 The warranty shall only apply to matters notified to Analysco Ltd within The Warranty Period.

7.3 Save as expressly provided in these Conditions all warranties, conditions or other terms implied by statute or common law are excluded only to the extent permitted by law.

7.4 Where any valid claim in respect of any of the Equipment which is based on any defect in the quality or condition of the Equipment or failure to meet the Specification is notified to Analysco Ltd in accordance with these Conditions, Analysco Ltd shall be entitled to replace the Equipment (or the part in question) or repair the Equipment free of charge or, at Analysco Ltd's sole discretion, refund to the Customer the price of the Equipment (or a proportionate part of the price), but Analysco Ltd shall have no further liability to the Customer.

7.5 Except in respect of death or personal injury caused by the negligence of Analysco Ltd, Analysco Ltd shall not be liable to the Customer for any consequential loss or damage (whether for loss of profit or otherwise) whether caused by the negligence of Analysco Ltd or otherwise, which arises out of or in connection with the supply of the Equipment or its use by the Customer, except as expressly provided in these Conditions.

7.6 Without prejudice to the foregoing Analysco Ltd shall in no circumstances be liable for any loss or damage covered by insurance or which would ordinarily be covered by insurance or for any loss or damage in excess of the price paid for the Equipment and the above limitations shall apply even in the case of a fundamental breach of a fundamental term or repudiation by Analysco Ltd and even if further performance of the Contract is frustrated.

8.1 Analysco Ltd may terminate the Contract forthwith by written notice to the Customer if the Customer shall:

8.1.1 pass a resolution for winding up or a court of competent jurisdiction shall make an order to that effect; or

8.1.2 make any voluntary arrangement with its creditors or become subject to an administration order; or

8.1.3 have a receiver or administrative receiver appointed of it or over any part of its undertaking or assets; or

8.1.4 cease, or threaten to cease, to carry on business.

9.1 If a claim is made against the Customer that the Equipment infringes the intellectual property rights of any other person, Analysco Ltd shall indemnify the Customer against all loss and expenses incurred by the Customer in connection with the claim, provided that:

9.1.1 Analysco Ltd is given full control of any proceedings or negotiations in connection with such claim

9.1.2 the Customer gives Analysco Ltd all reasonable assistance with any proceedings or negotiations.

9.1.3 the Customer does not pay or accept any such claim, or compromise any such proceedings without the consent of Analysco Ltd (which shall not be unreasonably withheld);

9.1.4 the Customer does nothing which would or might vitiate any policy of insurance or insurance cover which the Customer may have in relation to such infringement (and this indemnity shall not apply to the extent that the Customer recovers any sums under any such policy or cover (which the Customer shall use its best endeavours to do);

9.1.5 Analysco Ltd shall be entitled to the benefit of (and the Customer shall accordingly account to Analysco Ltd for) all damages and costs (if any) awarded in favour of the Customer which are payable by or agreed with the consent of the Customer (which consent shall not be unreasonably withheld) to be paid by any other party in respect of any such claim; and

9.1.6 without prejudice to any duty of the Customer at common law, Analysco Ltd shall be entitled to require the Customer to take such steps as Analysco Ltd may reasonably require to mitigate or reduce any such loss or expenses for which Analysco Ltd is liable under this clause.

10.1 Neither party shall be liable for any delay in performing obligations under the Contract if such delay is due to circumstances beyond its reasonable control and such party shall be entitled (subject to giving the other party full particulars of the circumstances and to using its best endeavours to resume full performance without avoidable delay) to a reasonable extension of time for the performance of such obligations.

11.1 Any notice required to be given by either party under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

11.2 No waiver by Analysco Ltd of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

11.3 If any provision of these Conditions is held to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

11.4 The Contract shall be governed by English law and the parties submit to the non-exclusive jurisdiction of the English Courts.