

Company Information

INTRODUCTION

1. In these conditions “the order” shall mean a Isotopx Ltd Purchase Order under which goods are to be supplied or work done. “The Buyer” shall mean Isotopx Ltd, “the seller” shall mean the Company or person stated on the face of the Order. Where the Order includes provision of services, “the Goods” shall mean, where the context permits, the service, which the Seller has contracted to supply.
2. (a) Unless otherwise agreed in writing by the Buyer, these conditions shall form the basis of the contract between the Buyer and the Seller notwithstanding anything to the contrary contained in any terms or conditions stipulated, incorporated or referred to by the Seller in acceptance of the Order. No servant or agent of the Buyer has the power to vary these conditions orally. If the Seller shall not have previously accepted these conditions, then delivery by him shall constitute such acceptance.

(b) The contract between the Buyer and the Seller shall only be made on receipt by the Buyer and of an acknowledgement of the Order by the Seller.
3. (a) No Order is valid nor shall the Buyer be liable in respect of any purported Order, unless it is issued or confirmed on the Buyer’s official Order form.

(b) The prices quoted in the Order shall be firm for the duration of the Order, except where Seller and Buyer agree otherwise in writing and such agreement is the subject of an amendment to the Order. All prices should cover the net weight of material unless otherwise agreed.
4. The Order is liable to cancellation by the Buyer if not acknowledged by the Seller within fourteen days of the date of the Order as to which time shall be of the essence.
5. All documentation shall clearly show the Isotopx Ltd. Order number.

COMPLIANCE TO STANDARD

6. (a) All goods supplied or work done in execution of the Order shall conform as to quantity, quality and description, with the particulars and/or specification contained in the Order, or in the absence of such, to any applicable British Standard Specification, where such standards exist.

(b) All goods supplied or work done shall be of the highest merchantable quality without defect and the Seller recognises that the Buyer has placed the Order

relying upon the skills and expertise of the Seller and also upon any statements and representations made by the Seller.

7. (a) The Buyer shall have the right to inspect the goods or work during manufacture, processing or testing and the Seller shall furnish all reasonable assistance necessary therefore.

(b) Both during inspection and upon receipt, the Buyer shall have the right to reject all goods or work, which do not conform to the requirements of condition (6) above.
8. Where no specific warranty period has been agreed in writing, the Buyer shall be entitled to give written notice of any defect arising under proper use within twelve months after delivery. The Seller shall then at the Buyer’s option, repair (without prejudice to the Buyer’s other rights) or replace the goods free of charge. The Buyer shall also be entitled to debit the Seller with the cost of work reasonably incurred as the result of these defects. All the obligations in this condition and in Condition (6) above shall further apply to any such rectified or replacement goods.

DELIVERY SCHEDULE

9. (a) Unless otherwise agreed in writing, the Seller shall not make material commitments or production arrangements in excess of the amount or in advance of the time, necessary to meet the Buyer’s delivery schedule.

(b) Goods delivered to the Buyer in advance of the schedule without written authorisation, may be returned to the Seller at the Seller’s expense.

(c) Time shall be of the essence for delivery. If the goods or any portion thereof are not delivered in accordance with the Buyer’s delivery schedule, the Buyer shall be entitled to cancel the Order and to recover from the Seller any additional expenditure reasonably incurred by the Buyer in obtaining other goods to replace those which have not been delivered. The Seller recognises that late delivery may cause the Buyer consequential loss and agrees to pay liquidated damages in compensation for such loss at a rate to be stipulated by the Buyer on the Order.

(d) Delivery shall not be deemed to be affected until the goods have been received at the destination specified on the Order.
10. All goods shall be properly packed for safe delivery

and to resist pilferage, distortion, corrosion or contamination, and clearly labelled and, should be delivered carriage paid in accordance with the delivery instructions, unless otherwise agreed.

11. a) The Seller shall sufficiently insure all goods in transit against damage or loss.
- b) The Seller shall at the option of the Buyer repair or replace free of charge any goods which are damaged or lost in transit or pay over all insurance monies received in respect thereof providing the Buyer shall give to the Seller notification of such loss or damage within a reasonable time.

BUYER'S PROPERTY

12. a) Material, plant, tools, jigs or other equipment supplied by the Buyer solely for use in connection with Orders placed by the Buyer, shall remain the property of the Buyer. Responsibility for their safe custody and maintenance in good condition, fair wear and tear accepted, shall rest with the Seller.
- b) Where the Order price includes the cost of making or purchasing jigs, tools or other equipment, these become the property of the Buyer and on completion of the Order must be held in safe custody and maintained in good condition until such time as disposal instructions are received from the Buyer.
- c) Technical information, drawings, design and other data supplied by the Buyer are strictly confidential and shall not, without the prior written consent of the Buyer, be disclosed to any third party and shall be used solely for the purpose of the Order.

TRANSFER OF TITLE

13. Full risk and title shall transfer to the Buyer immediately upon receipt of the goods at the destination specified on the Order or as the Seller may otherwise be instructed in writing.

NON-ASSIGNMENT

14. The Seller shall not sub-contract (except as is customary in the trade) assign or otherwise dispose of the Order or any part thereof without written consent of the Buyer.

INDEMNIFICATION

15. The Seller shall indemnify the Buyer against any loss or damage or claim of whatsoever nature and howsoever arising caused by the use or sale of any article, material or service supplied by the Seller or his employees, sub-contractors or agents.

SET-OFF

16. The Buyer shall be entitled at all times to set off any amount of monies owing at any time from the Seller to the Buyer or any of its associated companies against any amount payable at any time by the Buyer in connection with this Order.

TERMINATION

17. If the Seller ceases to conduct its operations in the normal course of business (including inability to meet its obligations as they mature) or if the Seller shall become bankrupt or insolvent or a receiving order be made against the Seller or if the Seller shall compound with his creditors or being a corporation, commence to be wound up or being a member's voluntary winding up for the purpose of reconstruction or amalgamation, or carry out its business under a receiver for the benefit of its creditors or any of them, the Buyer may:

Terminate this order without liability except for deliveries previously made or for goods covered by this Order then completed and subsequently delivered in accordance with the terms of the Order;

Or

Give such receiver, liquidator or other person the option of carrying out the contract subject to his providing guarantees for the due and faithful performance of the contract.

PAYMENT TERMS

18. Unless otherwise agreed in writing, this Order will be subject to the Buyer's standard terms of payment of sixty days from the end of the month of invoice.
19. The proper law of this contract shall be British Law.