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## Wolf Laboratories' Terms & Conditions

### Conditions of Sale

#### Reference 2003

#### 1. The Contract

The only terms and conditions of contract between Wolf Laboratories Ltd (the Seller) and the Purchaser shall be those set out below unless an authorised employee of the Seller expressly accepts other terms in writing.

#### 2. Catalogues, Drawings, Sketches

- (1) All statements (whether written or oral), descriptions, drawings, sketches, photographs, illustrations, diagrams, or specifications concerning the goods made or given by or on behalf of the Seller before contract, whether in catalogues, brochures, leaflets, price lists or otherwise, are for the purpose of information and guidance only.
- (2) Where goods are sold by reference to descriptions in catalogue, the goods are sold subject to the tolerances and variations expressed or implied in the catalogue. In that design and sources of supply may change from time to time the Seller shall have the right to supply goods of altered design or from a new source of supply.

#### 3. Prices

- (1) All goods will be supplied at the price and the VAT rate ruling on the date of despatch.
- (2) All prices shown on our website, leaflets or brochures, are net ex works prices exclusive of Value Added Tax, and are for guidance only. The Seller reserves the right to vary such prices at any time in its discretion.
- (3) Quotations expressed to be for fixed price remain open for acceptance by the Purchaser within the period stated in the quotation or if no period is stated, within 30 days of the date of the quotation irrespective of when the quotation is received by the Purchaser.
- (4) Where an order is placed for goods having a total invoiced value (excluding Value Added Tax and any additional transport, insurance, packing and/or additional costs) of less than £50 the Seller reserves the right to make an additional charge of £10.
- (5) The Seller reserves the right to make an additional charge to cover the cost of necessary specialized packaging used in the despatch of chemicals.

#### 4. Payment

- (1) For all sales in the United Kingdom payment of the full price (including any VAT) and any additional transport, insurance, packaging and/or additional costs must be made within 30 days of the invoice date. Thereafter the Seller shall be entitled to recover interest on any unpaid amounts at 2% above the Base Rate of National Westminster Bank plc ruling at the date the purchase price is due, or at such rate as specified by The Late Payment of Commercial Debts (Interest) Act 1998 if higher.
- (2) For any sale outside the United Kingdom the Purchaser shall, unless other arrangements are agreed by the Seller in writing, establish an irrevocable letter of credit confirmed by a London Bank acceptable to the Seller covering the purchase price and all shipping, transport, insurance and other additional costs or charges.
- (3) The Seller shall be entitled to increase the price to recover any additional costs arising from variation or delay in delivery occasioned by the Purchaser's instructions. The provisions of (1) and (2) above shall apply to such additional costs.

## 5. Delivery

- (1) The Seller undertakes to use its reasonable endeavours to deliver by specified delivery dates. However, in all cases delivery dates are estimated only and without commitment by or obligation on the part of the Seller. The Purchaser shall not be entitled to cancel any order or to delay or refuse payment should delivery be made after the specified delivery date.
- (2) Unless stated otherwise on a quotation by the Seller orders for delivery within the United Kingdom will be delivered at the Purchaser's cost by whatever means the Seller considers appropriate. The cost of insurance and packaging, if any, will be charged in addition to the price quoted for the goods.
- (3) Unless otherwise specified, for all orders for delivery outside the United Kingdom:
  - (a) The cost of cases and other containers, packaging costs, dock and airport dues, port rates and customs entry, freight, insurance, agency fees and other charges which may be incurred are chargeable to the Purchaser. Cases and other containers are not returnable.
  - (b) Such orders shall be on an FOB basis, for delivery to London docks or London airport and FOB prices will include dock or airport charges. Deliveries to docks or airports other than London may be charged extra.
  - (c) The Purchaser shall be responsible for complying with any legislation or regulations governing the importation of the goods into the country of destination and for the payment of any duties thereon.
- (4) The Seller shall be entitled to make delivery of goods or carry out services in instalments and the Purchaser shall be obliged to pay for each instalment in accordance with the Seller's usual terms.
- (5) If the Purchaser fails to accept delivery within 14 days of receipt of notice in writing that the goods are ready for delivery the Purchaser shall be liable for all the Seller's storage and other charges and the Seller shall be entitled, without prejudice to its other rights, to resell or otherwise dispose of the goods.
- (6) Claims for shortages or damage to goods before risk passes, must be made in writing within 24 hours of receipt failing which proper delivery shall be conclusively presumed to have been made.
- (7) Where orders are cancelled or goods are returned for any reason other than that set out in Clause 6 (1) below the Seller reserves the right to make charge against the Purchaser being the greater of (a) 20% of invoice value towards the costs incurred by the Seller for carriage, inspection, packaging and the like as a result of such return or (b) such sums as the seller may be charged by its suppliers in respect of the return of such goods in the event that the goods constitute non-catalogued items.
- (8) The Seller reserves the right to designate minimum order quantities and/or minimum handling charges for any products.

## 6. Conditions, Warranties and Seller's Liability

- (1) Subject to fair wear and tear, and the due observance of any installation, user, storage, operating or maintenance instructions the Seller undertakes to replace or its option repair free of charge to the Purchaser any goods which the Purchaser can establish are defective by reason of defective workmanship or materials and which are returned to the Seller carriage paid within 12 months of the date of receipt by the Purchaser.
- (2) No warranty is given that the goods are suitable for any particular or special purposes or for use in connection with any equipment unless expressly given in writing by the Seller.
- (3) To the fullest extent permitted by law, the Seller hereby excludes liability in tort to the Purchaser or to any third party. The Purchaser hereby represents that it is competent user of the class of goods to be supplied hereunder, that it has satisfied or is able to satisfy itself that the goods are safe to use, and that it will institute a safe system of working for the use of goods. The Purchaser shall indemnify the Seller against any claim by any third party that that third party (or any fourth party on whose behalf the third party is acting) has suffered any loss, damage, personal injury or death by reason of or resulting from any negligence by the Seller or any defect in the design, specification or manufacture of the goods.
- (4) The Seller shall not in any event be liable for any loss of profit or other financial or consequential loss whenever and however caused or arising in respect of goods supplied by the Seller. Subject to the previous paragraph and Clause (1) above, the Seller's liability for any loss or damage to property whatsoever shall be limited to the payment by the Seller of sum not exceeding £5, 000 or twice the price of the goods in respect of which liability arose, whichever shall be the greater. This limitation of the Seller's liability shall apply whether such damage or loss shall arise from any breach of this contract or from any breach of any condition or warranty implied by law or custom, or from misrepresentation by or the negligence of the Seller, its employees or agents.
- (5) Contracts for extended warranties are conditional upon the support of manufacturers. If the relevant manufacturer ceases trading, the seller reserves the right to end the extended warranty contract and reimburse the buyer for the remaining warranty period.
- (6) For sales outside of the UK unless stated otherwise on a quotation warranty repairs will be carried out within the UK with return shipment of the goods carried out at the Purchaser's expense.

## **7. Purchaser's Duty to Take Care**

(1) The goods, especially chemicals, may be dangerous if not properly used or stored and the appropriate precautions taken. The Purchaser accordingly agrees that it shall take all such steps as are reasonably practicable or usual to eliminate or reduce any risk to health and or safety to which use of the goods may give rise and acknowledges that where the goods are manufactured to a design supplied by the Purchaser, the Seller will not undertake any research as to the risks to health and or safety which may arise from use or storage of the goods. Where the goods are manufactured to a design supplied by the Purchaser, the Purchaser shall comply with all the duties imposed by Section 6 of the Health and Safety at Work etc. Act 1974 on designers and further shall comply with all other duties, which may be implied at law on designer and/or manufacturer of the goods.

(2) The Purchaser shall indemnify the Seller against any claim, proceedings, costs, loss, damage or liability suffered by the Seller as a result of any failure by the Purchaser, or any other person in control of the goods, to take such steps or ensure compliance with the duties referred to in (1) above.

## **8. Patents, Designs and Technical Information**

(1) The Purchaser shall not use or deal with the goods or the Seller'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. The Seller 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 the Seller.

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

## **9. Tooling**

(1) Tools remain the property of the Seller unless the Purchaser is invoiced for and pays the entire cost of tooling.

(2) The use, safekeeping and maintenance of the Purchaser's tools, which are in the Seller's possession, shall be at the Purchaser's risk. If, after reasonable notice the Purchaser fails to remove any tools in the Seller's possession the Seller shall be entitled to destroy or otherwise dispose of the tools without payment or compensation to the Purchaser.

## **10. Passing of Risk and Property**

(1) The risk in the goods shall pass:

(a) Where the Seller undertakes delivery of the goods to the Purchaser's premises, at the time of delivery;

(b) on orders for delivery outside the United Kingdom on delivery FOB to the port notified hereunder;

(c) in all other cases on delivery to a carrier at the Seller's works.

(2) The goods shall remain the property of the Seller until the price has been fully paid and the Seller shall be entitled to recover the goods at any time until property has passed. Until property passes the Purchaser shall take all reasonable steps to keep the goods separately identifiable from other property, but shall not be prohibited from using such goods.

## **11. Termination and Suspension**

(1) The Seller shall have the right, without prejudice to its other rights, to cancel or suspend the performance of the contract or any part thereof should the Purchaser be in default of any of its obligations under the contract or should there be any amounts due and unpaid by the Purchaser to the Seller whether in respect of the Purchaser's obligations under the contract or any other contract.

(2) If the Seller is at any time unable to perform its obligations for any circumstances beyond its control (as hereinafter defined) it shall be entitled, on notice to the Purchaser given within reasonable time, either to terminate or suspend the contract or any part of it without incurring any liability whatsoever to the Purchaser. Without limitation, circumstances beyond the Seller's control shall include, war, civil commotion or insurrection, strikes, lockouts or other labour or industrial disputes, legislation whether by statute, regulation, instrument or order, earthquake, fire, flooding, tempest or abnormal weather conditions, breakdown or interruption of or disruption in supplies, plant, machinery or equipment or transport and all other occurrences or circumstances which prevent, hinder or delay the Seller's performance of the contract.

## **12. Proper Law**

This contract shall be governed by and construed according to English Law and the Purchaser submits to the jurisdiction of the English Courts.

## **The Materials and Articles in Contact with Food Regulations 1978**

The items listed in this catalogue are intended for experimental laboratory use only and are not intended to come into contact with food or drink for human consumption, or for use as drugs for humans or medical devices, unless otherwise clearly stated.

## **Poisons**

Substances included in the First Schedule of the Poisons Rules under Section 7 of the Poisons Act 1972 are marked %1+. Orders for these substances must be signed by the purchaser who must state his name and address, his trade, business or profession and the purpose for which each of these substances is required.

### **13. Wolflabs' annual prize draw**

- (1) This free prize draw is open to all UK residents working within a laboratory aged 16 or over except for the families, agencies or any other company directly connected with Wolf Laboratories who receive a quotation between 1<sup>st</sup> January and 24<sup>th</sup> December each year and register for entry. You do not need to buy anything to be entered.
- (2) Receipt of a quotation does not ensure automatic entry into the prize draw. The customer must either register for entry at [www.wolflabs.co.uk](http://www.wolflabs.co.uk) or email a member of the Wolf team advising they wish to be entered.
- (3) The draw will be made on the second Friday of the year.
- (4) There is one prize consisting of the monetary amount shown on the competition page of [www.wolflabs.co.uk](http://www.wolflabs.co.uk) to be awarded in the form of a credit against the purchase of laboratory equipment.
- (5) The credit must be used before 24<sup>th</sup> December in the year of the prize draw.
- (6) The winner will be drawn independently and at random from all valid entries received and will be notified by email within one week of the actual draw date.
- (7) No alternative prize is available and the prize is not transferable.
- (8) For winner's details please revisit the page or send an email to: [promotions@wolflabs.co.uk](mailto:promotions@wolflabs.co.uk)
- (9) Although the winner may be asked to participate in non-paid publicity accompanying or resulting from this draw, there is no obligation to do so.
- (10) By entering the free prize draw, entrants agree to be bound by the rules and by any other requirements set out in promotional material.

### **14. How we use cookies**

You can restrict access or block the cookies which are set by our websites, or indeed any other website, through your browser settings. Please be aware that restricting cookies may impact on the functionality of our website.

.NET Session cookies are used to control the shopping basket and we also use Google Analytics to provide us with detailed information about how different WebPages on our site are accessed and browsed. This in turn helps us maintain and develop areas that we can see are not getting enough attention. We will not use cookies to collect personally identifiable information about you.